As filed with the Securities and Exchange Commission on June 27, 2018.

Registration No. 333-

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

Form S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Riviera Resources, LLC
to be converted as described herein to a corporation named

Riviera Resources, Inc.
(Exact name of registrant as specified in its charter)

Delaware	1311	82-5121920
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

600 Travis Street
Houston, Texas 77002
(281) 840-4000
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

David B. Rottino
President, Chief Executive Officer and Director
600 Travis Street
Houston, Texas 77002
(281) 840-4000
(Name, address, including zip code, and telephone number, including area code, of agent for services)

Copy to:
Julian J. Seiguer
Brooks W. Antweil
Kirkland & Ellis LLP
609 Main Street, Suite 4500
Houston, Texas 77002
(713) 836-3600

Approximate date of commencement of proposed sale of the securities to the public:
As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box: ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒ (Do not check if a smaller reporting company)	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Aggregate Offering Price per Share	Proposed Maximum Aggregate Offering Price (3)	Amount of Registration Fee (3)
Common stock, par value $0.01 per share	(2)	(2)	$1,361,272,000	$169,479

(1) This prospectus relates to an indeterminate number of shares of common stock, par value $0.01 per share, of Riviera Resources, Inc., which will be distributed pursuant to a spin-off transaction to the holders of Class A common stock, par value $0.001 per share, of Linn Energy, Inc.
(2) Not included pursuant to Rule 457 under the Securities Act of 1933.
(3) There is currently no market for the common stock. Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457 under the Securities Act of 1933, as amended.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. We may not issue these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED JUNE 27, 2018

PRELIMINARY PROSPECTUS

Riviera Resources, Inc.

Common Stock
(par value $0.01 per share)

This prospectus is being furnished to you in connection with the separation of Riviera Resources, Inc. from Linn Energy, Inc. (collectively with its consolidated subsidiaries, "LINN Energy"), following which Riviera Resources, Inc. will be an independent company with a strategic focus on efficiently operating its mature low-decline assets, developing its growth-oriented assets (including Blue Mountain Midstream LLC), and returning capital to stockholders. Unless otherwise indicated or the context otherwise requires, references herein to "Riviera Resources, Inc.," "Riviera," "we," "our," "us," the "Company" and "our company" refer (i) prior to the consummation of our internal reorganization, to Linn Energy, Inc. and its consolidated subsidiaries, and (ii) after the consummation of such internal reorganization, to Riviera Resources, Inc. and its consolidated subsidiaries. In connection with the separation, LINN Energy will undergo an internal reorganization, and Riviera Resources, LLC will convert from a Delaware limited liability company to a Delaware corporation and change its name to Riviera Resources, Inc. (the "conversion"). After the conversion, LINN Energy will complete the separation by distributing all of the outstanding shares of common stock, par value $0.01 per share, of Riviera (the "Riviera common stock" or "our common stock") to the holders of LINN Energy's Class A common stock, par value $0.001 per share ("LINN common stock") on a pro rata basis. We refer to this pro rata distribution as the "distribution" and we refer to the separation, including the internal reorganization, the conversion and the distribution, as the "spin-off." As discussed in greater detail below, the distribution will be a taxable distribution for U.S. federal income tax purposes, and the tax treatment to stockholders of Linn Energy, Inc. ("LINN stockholders") will depend on, among other things, the factors discussed in this prospectus. Each LINN stockholder will receive one share of our common stock for each share of LINN common stock held by such stockholder on , 2018 (the "record date"). The distribution of shares will be made by way of direct registration in book-entry form only.

The distribution will be effective as of 5:00 p.m., Eastern Time, on , 2018. Immediately after the distribution becomes effective, Riviera will be an independent reporting company, and eventually a publicly traded company.

No vote or other action of LINN stockholders is required in connection with the spin-off (except as provided herein). We are not asking you for a proxy and you should not send us a proxy. LINN stockholders will not be required to pay any consideration for the shares of Riviera common stock they receive in the spin-off, and they will not be required to surrender or exchange their shares of LINN common stock or take any other action, other than to provide any documentation that may be required as discussed under "Material U.S. Federal Income Tax Consequences of the Spin-Off," in connection with the spin-off.

Immediately prior to the distribution, all of the outstanding shares of Riviera common stock will be indirectly owned by Linn Energy, Inc. Accordingly, there is currently no public market for Riviera common stock. We anticipate, however, that our common stock will begin trading sometime after the distribution date, to be determined. We intend to have our common stock quoted for trading on the OTC Market, where we expect to qualify as a Securities and Exchange Commission ("SEC") reporting company, under the ticker symbol "RVRA".

In reviewing this prospectus, you should carefully consider the matters described in "Risk Factors" beginning on page 14 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

This prospectus is not an offer to sell, or a solicitation of an offer to buy, any securities.

The date of this prospectus is , 2018.

TABLE OF CONTENTS

BASIS OF PRESENTATION

Unless otherwise indicated or the context otherwise requires, references herein to "Riviera Resources, Inc.," "Riviera," "we," "our," "us," the "Company" and "our company" refer (i) prior to the consummation of our internal reorganization described under "The Spin-Off—Manner of Effecting the Spin-Off—Internal Reorganization," to Linn Energy, Inc. and its consolidated subsidiaries, and (ii) after the consummation of such internal reorganization, to Riviera Resources, Inc. and its consolidated subsidiaries. Unless otherwise indicated or the context otherwise requires, references herein to "LINN Energy" and "Parent" refer to Linn Energy, Inc. and its consolidated subsidiaries. References to "Successor" herein refer to the Company in periods subsequent to LINN Energy's emergence from bankruptcy and references to "Predecessor" herein refer to the Company in periods prior to LINN Energy's emergence from bankruptcy.

Riviera Resources, LLC (to be converted as described herein to a corporation named Riviera Resources, Inc.) is the registrant under the registration statement of which this prospectus forms a part and will be the financial reporting entity following the consummation of the spin-off. This prospectus includes certain historical consolidated and combined financial and other data for the Company. To effect the separation, Linn Energy, Inc. and certain of its direct and indirect subsidiaries will undertake an internal reorganization, following which Riviera Resources, Inc. will hold, directly or through its subsidiaries, all of the pre-transaction assets of LINN Energy, other than LINN Energy's 50% equity interest in Roan Resources LLC ("Roan"). Upon completion of the internal reorganization, Linn Energy, Inc. will complete the spin-off by distributing to the LINN stockholders all of the issued and outstanding Riviera common stock. See "The Spin-Off—Manner of Effecting the Spin-Off—Internal Reorganization."

We derived the selected historical statements of operations and cash flow data for the ten months ended December 31, 2017, for the two months ended February 28, 2017, and for the years ended December 31, 2016 and 2015, and the selected historical balance sheet data as of December 31, 2017 and 2016, from the audited consolidated and combined financial statements of Riviera included elsewhere in this prospectus. We derived the selected historical statements of operations and cash flow data for the three months ended March 31, 2018, and for the one month ended March 31, 2017, and the selected historical balance sheet data as of March 31, 2018 and 2017, from the unaudited condensed consolidated and combined financial statements of Riviera included elsewhere in this prospectus. We derived the selected historical statements of operations data for the years ended December 31, 2014 and 2013 and the selected historical balance sheet data as of December 31, 2015, 2014 and 2013, from the unaudited consolidated and combined financial statements of Riviera that are not included in this prospectus. We have prepared our unaudited condensed consolidated and combined financial statements on the same basis as our audited consolidated and combined financial statements and, in our opinion, have included all adjustments, which include only normal recurring adjustments, necessary to present fairly in all material respects our financial position and results of operations.

Our selected historical financial data is not necessarily indicative of our future performance and does not necessarily reflect what our financial position and results of operations would have been had we been operating as an independent, publicly traded company during the periods presented, including changes that will occur in our operations and capitalization as a result of the spin-off from LINN Energy. For example, our historical consolidated and combined financial statements include certain costs that may not be representative of the future costs we will incur as an independent, public company. In addition, our historical consolidated and combined financial statements include our historical 50% equity interest in Roan, which will be retained by LINN Energy following the spin-off.

This prospectus also includes an unaudited pro forma condensed consolidated balance sheet as of March 31, 2018 and unaudited pro forma condensed consolidated and combined statement of operations for the three months ended March 31, 2018 and the year ended December 31, 2017, which present our consolidated and combined financial position and results of operations after giving effect to the spin-off, including the separation and the other transactions described under "Unaudited Pro Forma Condensed Consolidated and Combined

Financial Information." The unaudited pro forma condensed consolidated and combined financial data presented in this prospectus has been prepared for illustrative purposes only, is not necessarily indicative of our future performance and does not necessarily reflect what our financial position and results of operations would have been had we been operating as an independent, publicly traded company during the periods presented, including changes that will occur in our operations and capitalization as a result of the spin-off from LINN Energy.

You should read the sections titled "Selected Historical Consolidated and Combined Financial Data" and "Unaudited Pro Forma Condensed Consolidated and Combined Financial Information," each of which is qualified in its entirety by reference to the audited and unaudited consolidated and combined financial statements and related notes included elsewhere in this prospectus and the financial and other information appearing elsewhere in this prospectus, including in the sections titled "Risk Factors," "Capitalization" and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

Unless otherwise indicated or the context otherwise requires, all information in this prospectus gives effect to the effectiveness of our certificate of incorporation and bylaws, the forms of which are filed as exhibits to the registration statement of which this prospectus forms a part.

Unless otherwise indicated or the context otherwise requires, all acreage, drilling location, well count, working interest and reserve information in this prospectus refers to the Company's assets as of December 31, 2017. Such operational data include amounts attributable to the assets sold by the Company in 2018 pursuant to the New Mexico Assets Sale, the Altamont Bluebell Assets Sale, the West Texas Assets Sale, and the Oklahoma and Texas Assets Sale (each as defined herein). In addition, equity method investments include the Company's share of Roan's reserves. The Company's historical 50% equity interest in Roan will be retained by LINN Energy following the spin-off. See "Summary—Recent Developments."

QUESTIONS AND ANSWERS ABOUT THE SPIN-OFF

The following provides only a summary of the terms of the spin-off. For a more detailed description of the matters described below, see "The Spin-Off."

Q: *What is the spin-off?*

A: The spin-off is the series of transactions by which we will separate from Linn Energy, Inc. In connection with the spin-off, LINN Energy will distribute to LINN stockholders all of the outstanding shares of Riviera common stock. We refer to this as the distribution. Following the spin-off, Riviera Resources, Inc. will be an independent reporting company, and eventually a publicly traded company, and LINN Energy will not retain any ownership interest in Riviera.

Q: *What will I receive in the spin-off?*

A: As a holder of LINN common stock, you will retain your shares of LINN common stock and will receive one share of Riviera common stock for each share of LINN common stock you own as of the record date. Thus, no fractional shares of Riviera common stock will be issued pursuant to the distribution. The number of shares of LINN common stock you own and your proportionate interest in LINN Energy will not change as a result of the spin-off. See "The Spin-Off."

Q: *What is Riviera Resources, Inc., and why is LINN Energy separating Riviera Resources, Inc.'s business and distributing Riviera Resources, Inc. common stock?*

A: Immediately prior to the distribution, Riviera Resources, Inc. will be a direct, wholly owned subsidiary of Linn Energy, Inc. After the spin-off is completed, Riviera will be a new independent oil and natural gas company with a strategic focus on efficiently operating its mature low-decline assets, developing its growth-oriented assets, and returning capital to stockholders. Riviera will own (i) LINN Energy's legacy properties located in the Hugoton Basin, East Texas, North Louisiana, Michigan/Illinois, the Uinta Basin and Mid-Continent regions, and (ii) Blue Mountain Midstream LLC ("Blue Mountain"), a midstream company centered in the core of the Merge play in the Anadarko Basin. The LINN Energy board of directors has determined that the spin-off is in the best interests of LINN Energy, LINN stockholders and other constituents because the spin-off will provide a number of benefits, including: (1) enhanced strategic and management focus on the core business and growth of each company; (2) more efficient capital allocation, direct access to capital and expanded growth opportunities for each company; (3) the ability to implement a tailored approach to recruiting and retaining employees at each company; (4) improved investor understanding of the business strategy and operating results of each company; and (5) enhanced investor choice by offering investment opportunities in separate entities. For a more detailed discussion of the reasons for the spin-off, see "The Spin-Off—Reasons for the Spin-Off."

Q: *Why is the spin-off of Riviera structured as a spin-off?*

A: LINN Energy believes that a spin-off offers the most efficient way to accomplish a separation of its legacy assets and midstream business from LINN Energy, a higher degree of certainty of completion in a timely manner and a lower risk of disruption to current business operations.

Q: *What are the conditions to the distribution?*

A: The distribution is subject to the satisfaction, or waiver by LINN Energy, of the following conditions:

- the final approval of the distribution by the LINN Energy board of directors, which approval may be given or withheld in its absolute and sole discretion;

- the separation and distribution agreement by and between LINN Energy and Riviera (the "Separation and Distribution Agreement") and the ancillary agreements contemplated by the Separation and Distribution Agreement shall have been executed by each party to those agreements;
- all conditions precedent to that certain second amendment (the "Credit Facility Amendment") to LINN Energy's senior secured reserve-based revolving loan facility (the "Revolving Credit Facility") necessary to effectuate the spin-off shall have been satisfied or waived in accordance with its terms;
- our Registration Statement on Form S-1, of which this prospectus forms a part, shall have been declared effective by the SEC, with no stop order in effect with respect thereto, and no proceedings to suspend the effectiveness thereof pending before or threatened by the SEC;
- prior to the distribution date, this prospectus shall have been mailed to the LINN stockholders as of the record date;
- all material governmental approvals and other consents necessary to consummate the spin-off or any portion thereof shall have been obtained and be in full force and effect; and
- no order, injunction or decree issued by any governmental entity of competent jurisdiction or other legal restraint or prohibition preventing the consummation of all or any portion of the spin-off shall be in effect, and no other event shall have occurred or failed to occur that prevents the consummation of all or any portion of the spin-off.

See "The Spin-Off—Conditions to the Distribution."

Q: *Can LINN Energy decide to not proceed with the distribution even if all of the conditions to the distribution have been met?*

A: Yes. Until the distribution has occurred, the LINN Energy board of directors has the right to not proceed with the distribution, even if all of the conditions are satisfied.

Q: *What is being distributed in the spin-off?*

A: Approximately shares of Riviera common stock will be distributed in the spin-off, based on the number of shares of LINN common stock expected to be outstanding as of , 2018, the record date, and assuming each holder of LINN common stock will receive one share of Riviera common stock for each share of LINN common stock. The actual number of shares of Riviera common stock distributed will be calculated as of the record date. The shares of Riviera common stock distributed by Linn Energy, Inc. will constitute all of the issued and outstanding shares of Riviera common stock immediately prior to the distribution.

Q: *When is the record date for the distribution?*

A: The LINN Energy board of directors will designate the close of business as of 5:00 p.m., Eastern Time, on , 2018, which we refer to as the "record date," as the record ownership date for the distribution.

Q: *When will the distribution occur?*

A: The distribution date of the spin-off is , 2018. We expect that it will take the distribution agent, acting on behalf of LINN Energy, up to two weeks after the distribution date to fully distribute the shares of Riviera common stock to LINN stockholders.

Q: *What do I have to do to participate in the spin-off?*

A: You are not required to take any action other than to provide any documentation that may be required as discussed under "Material U.S. Federal Income Tax Consequences of the Spin-Off," including with respect to certain FIRPTA documentation that may be required by the applicable withholding agent. No stockholder

approval of the distribution is required or sought. You are not being asked for a proxy. Other than to provide any documentation that may be required as discussed herein, no action is required on your part to receive your shares of Riviera common stock. You will neither be required to pay anything for the shares of Rivera common stock nor be required to surrender any shares of LINN common stock to participate in the spin-off.

Q: *What if I hold my shares through a broker, bank or other nominee?*

A: Holders of LINN common stock who hold their shares through a broker, bank or other nominee will have their brokerage account credited with shares of Riviera common stock. For additional information, those stockholders are encouraged to contact their broker, bank or nominee directly.

Q: *Do I have appraisal rights in connection with the spin-off?*

A: No. Holders of LINN common stock are not entitled to appraisal rights in connection with the spin-off.

Q: *What are the U.S. federal income tax consequences of the spin-off?*

A: The spin-off will be a taxable distribution. The material U.S. federal income tax consequences of the distribution are described in more detail under "Material U.S. Federal Income Tax Consequences of the Spin-Off." Information regarding tax matters in this prospectus is for general information purposes only and does not constitute tax advice. **STOCKHOLDERS ARE ENCOURAGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE PARTICULAR TAX CONSEQUENCES OF THE SPIN-OFF TO THEM.**

Q: *How will Riviera common stock trade?*

A: There is currently no public market for Riviera common stock. We intend to have our common stock quoted for trading on the OTC Market, where we expect to qualify as an SEC-reporting company, under the ticker symbol "RVRA". We expect that our common stock will begin trading sometime after the distribution date, to be determined. We cannot predict the trading prices for our common stock when such trading begins.

Q: *Will my shares of LINN common stock continue to trade on the OTC Market?*

A: Yes. LINN common stock will continue to trade on the OTC Market under the symbol "LNGG."

Q: *If I sell, on or before the distribution date, shares of LINN common stock that I held as of the record date, am I still entitled to receive shares of Riviera common stock distributable with respect to the shares of LINN common stock I sold?*

A: We anticipate that, pursuant to Rule 11140 promulgated by the Financial Industry Regulatory Authority ("FINRA"), FINRA will set an "ex-distribution date" for our common stock as the first business day following the distribution date; however, we can provide no assurance as to the ex-distribution date that FINRA will ultimately set. If you hold shares of LINN common stock as of the record date for the distribution and choose to sell those shares after the record date for the distribution and on or before the distribution date, you will also be selling the right to receive the shares of Riviera common stock in connection with the spin-off (assuming that FINRA sets an ex-distribution date of the first business day following the distribution date). You are encouraged to consult with your broker or financial advisor regarding the specific implications of selling your LINN common stock prior to or on the distribution date.

Q: *Will the spin-off affect the trading price of my LINN common stock?*

A: Yes. The trading price of shares of LINN common stock immediately following the distribution is expected to be lower than immediately prior to the distribution because its trading price will no longer reflect the value of Riviera. However, we cannot predict the price at which the shares of LINN common stock will trade following the spin-off.

Q: *Who will form the senior management team and board of directors of Riviera after the spin-off?*

A: The executive officers and members of the board of directors of Riviera ("our board of directors") following the spin-off will include: David B. Rottino, who will serve as our President and Chief Executive Officer and a director; Daniel Furbee, who will serve as our Executive Vice President and Chief Operating Officer; James G. Frew, who will serve as our Executive Vice President and Chief Financial Officer; Darren Schluter, who will serve as our Executive Vice President, Finance, Administration and Chief Accounting Officer; Holly Anderson, who will serve as our Executive Vice President and General Counsel; and Matthew Bonanno, Philip Brown, C. Gregory Harper, Evan Lederman and Andrew Taylor, as directors. Mr. Harper will also serve as President and Chief Executive Officer of Blue Mountain. See "Management" for information on our executive officers and board of directors.

Q: *What will the relationship be between LINN Energy and Riviera after the spin-off?*

A: Following the spin-off, Riviera will be an independent reporting company, and eventually a publicly traded company, and LINN Energy will have no continuing stock ownership interest in Riviera. We will have entered into a Separation and Distribution Agreement and several other agreements with LINN Energy related to the spin-off. These agreements will govern the relationship between us and LINN Energy after completion of the spin-off and provide for the allocation between us and LINN Energy of various assets, liabilities, rights and obligations. These agreements will also include arrangements with respect to tax matters and transitional services to be provided by us to LINN Energy. In addition, certain members of our board of directors serve on the LINN Energy board of directors. See "Certain Relationships and Related Party Transactions—Agreements with LINN Energy Related to the Spin-Off" and "Management."

Q: *What will Riviera's dividend policy be after the spin-off?*

A: We do not intend, following the spin-off, to pay cash dividends on our common stock in the foreseeable future. We currently intend to retain any earnings for the future operation and development of our business, including exploration, development and acquisition activities. Any decision to declare and pay dividends will be made at the sole discretion of our board of directors and will depend on, among other things, our results of operations, cash requirements, financial condition, contractual restrictions and other factors that our board of directors may deem relevant. There can be no assurance that a payment of a dividend will occur in the future. Any future payment of cash dividends would be subject to the restrictions in the Revolving Credit Facility. See "Dividend Policy."

Q: *What are the anti-takeover effects of the spin-off?*

A: Some provisions of Delaware law, certain of our agreements with LINN Energy, and the certificate of incorporation of Riviera and the bylaws of Riviera (as each will be in effect immediately following the spin-off) may have the effect of making it more difficult to acquire control of Riviera in a transaction not approved by our board of directors. For example, our certificate of incorporation and bylaws will, among other things, require advance notice for stockholder proposals and nominations, place limitations on convening stockholder meetings and authorize our board of directors to issue one or more series of preferred stock. These obligations may delay, deter or prevent a takeover attempt or a removal of Riviera's incumbent officers or directors that a Riviera stockholder might consider in his, her or its best interest. See "Description of Capital Stock—Anti-Takeover Effects of Our Certificate of Incorporation, Bylaws and Delaware Law" for more information.

Q: *What are the risks associated with the spin-off?*

A: There are a number of risks associated with the spin-off and ownership of Riviera common stock. These risks are discussed under "Risk Factors."

Q: *Who will be the distribution agent, transfer agent and registrar for Riviera common stock?*

A: The distribution agent, transfer agent and registrar for Riviera common stock will be American Stock Transfer & Trust Company, LLC. For questions relating to the transfer or mechanics of the stock distribution, you should contact American Stock Transfer & Trust Company, LLC toll-free at (800) 937-5449.

Q: *Where can I get more information?*

A: If you have any questions relating to the mechanics of the distribution, you should contact the distribution agent at:

American Stock Transfer & Trust Company, LLC
Operations Center
6201 15th Avenue, Brooklyn, NY 11219
Toll-Free Number: (800) 937-5449

Before the spin-off, if you have any questions relating to the spin-off, you should contact LINN Energy at:

Linn Energy, Inc.
Investor Relations
600 Travis Street
Houston, Texas 77002
Phone: (281) 840-4110
Email: ir@linnenergy.com
http://ir.linnenergy.com/

After the spin-off, if you have any questions relating to Riviera, you should contact Riviera at:

Riviera Resources, Inc.
Investor Relations
600 Travis Street
Houston, Texas 77002
Phone: (281) 840-4110
Email: .com
http:// .com

SUMMARY

This summary highlights information contained in this prospectus and provides an overview of Riviera Resources, Inc., our spin-off from Linn Energy, Inc. and the distribution of our common stock by LINN Energy to its stockholders. For a more complete understanding of our business and the spin-off, you should read this entire prospectus carefully, particularly the sections titled "Risk Factors" and "Unaudited Pro Forma Condensed Consolidated and Combined Financial Information" and our audited and unaudited consolidated and combined financial statements and the notes thereto included in this prospectus.

Our Company

We are currently an indirect subsidiary of Linn Energy, Inc. After the spin-off is completed, we will be an independent oil and natural gas company with a strategic focus on efficiently operating our mature low-decline assets, developing our growth-oriented assets, and returning capital to stockholders. We will own (i) LINN Energy's legacy properties located in the Hugoton Basin, East Texas, North Louisiana, Michigan/Illinois, the Uinta Basin and Mid-Continent regions, and (ii) Blue Mountain, a midstream company centered in the core of the Merge play in the Anadarko Basin. LINN Energy will not retain any ownership interest in us following the spin-off.

Relationship with LINN Energy

Linn Energy, Inc. is an independent oil and natural gas company that was formed on February 14, 2017, in connection with the reorganization of its predecessor, Linn Energy, LLC. Linn Energy, LLC was publicly traded on the NASDAQ stock exchange from January 2006 to February 2017. In May 2016, following the steep decline in oil and natural gas prices between 2014 and 2016, and after wide ranging efforts to proactively improve its capital structure, Linn Energy, LLC (together with certain of its direct and indirect subsidiaries and affiliates, the "Debtors") filed voluntary petitions for relief under Chapter 11 of the U.S. Bankruptcy Code ("Bankruptcy Code") in the U.S. Bankruptcy Court for the Southern District of Texas ("Bankruptcy Court"). During the pendency of the Chapter 11 proceedings, the Debtors operated their businesses as "debtors-in-possession" under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of the Bankruptcy Code. Linn Energy, Inc. emerged from bankruptcy effective February 28, 2017.

Following the spin-off, we will have an ongoing relationship with LINN Energy, which owns a 50% equity interest in Roan. Under the Transition Services Agreement, we will provide transitional services to LINN Energy for, among other things, finance, information technology, human resources and other services, for a limited time to help ensure an orderly transition following the distribution. For a more detailed description, see "Certain Relationships and Related Party Transactions—Agreements with LINN Energy Related to the Spin-Off."

Certain members of our board of directors also serve on the LINN Energy board of directors. See "Management."

Operating Regions

Our properties are located in six operating regions in the United States:

- Hugoton Basin, which includes oil and natural gas properties, as well as the Jayhawk natural gas processing plant, located in Kansas;
- East Texas, which includes oil and natural gas properties producing primarily from the Cotton Valley and Bossier Sandstone;
- North Louisiana, which includes oil and natural gas properties producing primarily from the Cotton Valley Sandstones;

- Michigan/Illinois, which includes properties producing from the Antrim Shale formation located in northern Michigan and oil properties in southern Illinois;
- Uinta Basin, which includes non-operated properties located in the Dunkards Wash field in Utah (which was included in the Company's previous Rockies operating region); and
- Mid-Continent, which includes properties in the Northwest STACK in northwestern Oklahoma, the Arkoma STACK located in southeastern Oklahoma, and various other oil and natural gas producing properties throughout Oklahoma, as well as the Chisholm Trail midstream business located in the Merge/SCOOP/STACK play ("Chisholm Trail").

Our proved reserves at December 31, 2017, were approximately 1,968 Bcfe, of which approximately 70% were natural gas, 22% were natural gas liquids ("NGL") and 8% were oil. Approximately 97% were classified as proved developed, with a total standardized measure of discounted future net cash flows of approximately $1.05 billion. At December 31, 2017, we operated 10,545, or approximately 66%, of our 15,918 gross productive wells.

In July 2017, Blue Mountain entered into a definitive agreement with BCCK Engineering, Inc. ("BCCK") to construct the Chisholm Trail Cryogenic Gas Plant. Blue Mountain's assets include the Chisholm Trail midstream business located in Oklahoma. Chisholm Trail is located in the Merge/SCOOP/STACK play in the Mid-Continent region and has approximately 108 miles of existing natural gas gathering pipeline and approximately 60 MMcf/d of current refrigeration capacity. Infrastructure expansions are underway to add low pressure gathering pipelines, increase compression throughput and construct a new 225 MMcf/d cryogenic natural gas processing facility with a total capacity of 250 MMcf/d. The Chisholm Trail Cryogenic Gas Plant is expected to be commissioned by the end of the second quarter of 2018.

Recent Developments

Divestitures

Below are our completed divestitures in 2017 and 2018:

- On April 10, 2018, we completed the sale of our conventional properties located in New Mexico (the "New Mexico Assets Sale") and received cash proceeds of approximately $15 million.
- On April 4, 2018, we completed the sales of our interest in properties located in Altamont Bluebell Field in Utah (the "Altamont Bluebell Assets Sale") and received cash proceeds of approximately $129 million.
- On March 29, 2018, we completed the sale of our interest in conventional properties located in west Texas (the "West Texas Assets Sale"). Cash proceeds received from the sale of these properties were approximately $108 million (including approximately $12 million of restricted cash released in April 2018), net of costs to sell of approximately $1 million, and we recognized a net gain of approximately $53 million.
- On February 28, 2018, we completed the sale of our Oklahoma waterflood and Texas Panhandle properties (the "Oklahoma and Texas Assets Sale"). Cash proceeds received from the sale of these properties were approximately $112 million (including a deposit of approximately $12 million received in 2017), net of costs to sell of approximately $1 million, and we recognized a net gain of approximately $48 million.
- On November 30, 2017, we completed the sale of our interest in properties located in the Williston Basin. Cash proceeds received from the sale of these properties were approximately $255 million, net of costs to sell of approximately $3 million, and we recognized a net gain of approximately $116 million.

- On November 30, 2017, we completed the sale of our interest in properties located in Wyoming. Cash proceeds received from the sale of these properties were approximately $193 million, net of costs to sell of approximately $2 million, and we recognized a net gain of approximately $175 million.
- On September 12, 2017, August 1, 2017, and July 31, 2017, we completed the sale of our interest in certain properties located in south Texas. Combined cash proceeds received from the sales of these properties were approximately $48 million, net of costs to sell of approximately $1 million, and we recognized a combined net gain of approximately $14 million.
- On August 23, 2017, July 28, 2017, and May 9, 2017, we completed the sale of our interest in certain properties located in Texas and New Mexico. Combined cash proceeds received from the sale of these properties were approximately $31 million and we recognized a combined net gain of approximately $29 million.
- On July 31, 2017, we completed the sale of our interest in properties located in the San Joaquin Basin in California (the "San Joaquin Basin Sale"). Cash proceeds received from the sale of these properties were approximately $253 million, net of costs to sell of approximately $4 million, and we recognized a net gain of approximately $120 million.
- On July 21, 2017, we completed the sale of our interest in properties located in the Los Angeles Basin in California (the "Los Angeles Basin Sale"). Cash proceeds received from the sale of these properties were approximately $93 million, net of costs to sell of approximately $2 million, and we recognized a net gain of approximately $2 million. We will receive an additional $7 million contingent payment if certain operational requirements are satisfied within one year from the date of sale.
- On June 30, 2017, we completed the sale of our interest in properties located in the Salt Creek Field in Wyoming. Cash proceeds received from the sale of these properties were approximately $73 million, net of costs to sell of approximately $1 million, and we recognized a net gain of approximately $30 million.
- On May 31, 2017, we completed the sale of our interest in properties located in western Wyoming. Cash proceeds received from the sale of these properties were approximately $559 million, net of costs to sell of approximately $6 million, and we recognized a net gain of approximately $277 million.

As a result of our strategic exit from California (completed by the San Joaquin Basin Sale and Los Angeles Basin Sale), we classified the assets and liabilities, results of operations and cash flows of our California properties as discontinued operations on the consolidated and combined financial statements included elsewhere in this prospectus.

Internal Reorganization

As part of the spin-off, LINN Energy will effect an internal reorganization, and Riviera Resources, LLC will convert from a Delaware limited liability company to a Delaware corporation and change its name to Riviera Resources, Inc. In connection with such conversion, all of the membership interests in our company will be converted into shares of common stock in Riviera Resources, Inc. Following the conversion, we will be subject to taxation at the company level.

Following the internal reorganization and conversion, Riviera Resources, Inc. will hold, directly or through its subsidiaries, all of the pre-transaction assets of LINN Energy, other than LINN Energy's 50% equity interest in Roan. Upon completion of the internal reorganization, LINN Energy will complete the spin-off by distributing to the LINN stockholders all of the issued and outstanding Riviera common stock. See "The Spin-Off—Manner of Effecting the Spin-Off—Internal Reorganization."

After completion of the spin-off:

- Riviera Resources, Inc. (OTC: RVRA) will be an independent oil and gas company with a strategic focus on efficiently operating its mature low-decline assets, developing its growth-oriented assets, and returning capital to stockholders. Riviera will own (i) LINN Energy's legacy properties located in the

Hugoton Basin, East Texas, North Louisiana, Michigan/Illinois, the Uinta Basin and Mid-Continent regions, and (ii) Blue Mountain, a midstream company centered in the core of the Merge play in the Anadarko Basin.

- Linn Energy, Inc. (OTCQB: LNGG) will continue to be an independent, publicly traded company and will own a 50% equity interest in Roan, which is focused on the accelerated development of the Merge/SCOOP/STACK play in Oklahoma.

Other Information

We were formed as a Delaware limited liability in April 2018. Our principal executive offices are located at 600 Travis Street, Houston, Texas 77002. The main telephone number is (281) 840-4000. Our website address is www. .com. Information contained on, or connected to, our website or LINN Energy's website does not and will not constitute a part of this prospectus or the registration statement on Form S-1 of which this prospectus is a part.

Summary of the Spin-Off	
Distributing Company	Linn Energy, Inc., a Delaware corporation, which holds all of our common stock prior to the distribution. After the distribution, LINN Energy will not own any shares of Riviera common stock.
Distributed Company	Riviera Resources, Inc., a Delaware corporation, and immediately prior to the spin-off, an indirect subsidiary of Linn Energy, Inc. After the spin-off, Riviera Resources, Inc. will be an independent reporting company, and eventually a publicly traded company.
Distributed Securities	All of the outstanding shares of Riviera common stock.
Record Date	The record date for the distribution is 5:00 p.m., Eastern Time, on , 2018.
Distribution Date	The distribution date is expected to be , 2018.
Distribution Ratio	Each holder of LINN common stock will receive one share of Riviera common stock for each share of LINN common stock held at 5:00 p.m., Eastern Time, on , 2018. Immediately following the spin-off, Riviera Resources, Inc. expects to have approximately record holders of shares of common stock and approximately shares of common stock outstanding, based on the number of record holders and outstanding shares of LINN common stock on , 2018 and assuming each holder of LINN common stock will receive one share of Riviera common stock for each share of LINN common stock. The actual number of shares to be distributed will be determined as of the record date and will reflect any repurchases of shares of LINN common stock and issuances of shares of LINN common stock in respect of awards under Linn Energy, Inc. equity-based incentive plans between the date the LINN Energy board of directors declares the dividend for the distribution and the record date for the distribution.
The Distribution	On the distribution date, Linn Energy, Inc. will release the shares of Riviera common stock to the distribution agent to distribute to LINN stockholders. The distribution of shares will be made by way of direct registration in book-entry form only, meaning that no physical share certificates will be issued. It is expected that it will take the distribution agent up to two weeks to issue shares of Riviera common stock to you or to your bank or brokerage firm electronically on your behalf by way of direct registration in book-entry form. You will not be required to make any payment, surrender or exchange your shares of LINN common stock or take any other action, other than to provide any documentation that may be required as discussed under “Material U.S. Federal Income Tax Consequences of the Spin-Off,” including with respect to certain FIRPTA documentation that may be required by the applicable withholding agent, to receive your shares of Riviera common stock.

Conditions to the Distribution	We expect that the distribution will be effective as of 5:00 p.m., Eastern Time, on , 2018, the distribution date. The distribution is subject to the satisfaction, or waiver by LINN Energy, of the following conditions: • the final approval of the distribution by the LINN Energy board of directors, which approval may be given or withheld in its absolute and sole discretion; • the Separation and Distribution Agreement and the ancillary agreements contemplated by the Separation and Distribution Agreement shall have been executed by each party to those agreements; • all conditions precedent to the Credit Facility Amendment necessary to effectuate the spin-off shall have been satisfied or waived in accordance with its terms; • our Registration Statement on Form S-1, of which this prospectus forms a part, shall have been declared effective by the SEC, with no stop order in effect with respect thereto, and no proceedings to suspend the effectiveness thereof pending before or threatened by the SEC; • prior to the distribution date, this prospectus shall have been mailed to the LINN stockholders as of the record date; • all material governmental approvals and other consents necessary to consummate the spin-off or any portion thereof shall have been obtained and be in full force and effect; and • no order, injunction or decree issued by any governmental entity of competent jurisdiction or other legal restraint or prohibition preventing the consummation of all or any portion of the spin-off shall be in effect, and no other event shall have occurred or failed to occur that prevents the consummation of all or any portion of the spin-off. We are not aware of any material U.S. federal, non-U.S. or state regulatory requirements that must be complied with or any material approvals that must be obtained, other than compliance with the rules and regulations of the SEC, approval of our application to be quoted on the OTC Market by the Financial Industry Regulatory Authority (“FINRA”), and the declaration of effectiveness of the Registration Statement on Form S-1, of which this prospectus forms a part, by the SEC, in connection with the distribution. LINN Energy and Riviera cannot assure you that any or all of these conditions will be met and Linn Energy, Inc. may waive any of the conditions to the distribution. In addition, until the distribution has occurred, the LINN Energy board of directors has the right to not proceed with the distribution, even if all of the conditions are satisfied. For more information, see “The Spin-Off—Conditions to the Distribution.”

Reasons for the Spin-Off	The LINN Energy board of directors and management believe the benefits of the spin-off will include: • enhanced strategic and management focus on the core business and growth of each company; • more efficient capital allocation, direct access to capital and expanded growth opportunities for each company; • the ability to implement a tailored approach to recruiting and retaining employees at each company; • improved investor understanding of the business strategy and operating results of each company; and • enhanced investor choice by offering investment opportunities in separate entities.
Trading Market and Symbol	We intend to have our common stock quoted for trading on the OTC Market, where we expect to qualify as an SEC-reporting company, under the ticker symbol “RVRA”. We do not expect that our common stock will trade on or before the distribution date. Trading of shares of our common stock is expected to begin on a date to be determined after the distribution date if and when our trading symbol application with FINRA is approved. We also anticipate that FINRA will set an “ex-distribution date” for our common stock as the first business day following the distribution date; however, we can provide no assurance as to the ex-distribution date that FINRA will ultimately set. If you hold shares of LINN common stock as of the record date for the distribution and choose to sell those shares after the record date for the distribution and on or before the distribution date, you will also be selling the right to receive the shares of Riviera common stock in connection with the spin-off (assuming that FINRA sets an ex-distribution date of the first business day following the distribution date).
Tax Consequences of the Spin-Off	The internal reorganization preceding the distribution should not result in any material U.S. federal income tax consequences to holders of LINN common stock. A U.S. Holder receiving our shares in the distribution will be treated as receiving a distribution to the extent of the fair market value of the shares received on the distribution date. That distribution will be treated as taxable dividend income to the extent of such U.S. Holder’s ratable share of LINN Energy’s current and accumulated earnings and profits, if any (including any additional earning and profits recognized by LINN Energy as a result of the distribution). Any amount that exceeds LINN Energy’s earnings and profits will be treated first as a tax-free return of capital to the extent of the U.S. Holder’s adjusted tax basis in its shares of LINN common stock (thus reducing such adjusted tax basis) with any remaining amounts being treated as capital gain. For a more detailed discussion see “Material

	U.S. Federal Income Tax Consequences of the Spin-Off," included elsewhere in this prospectus. A Non-U.S. Holder receiving our shares in the distribution may be subject to U.S. federal withholding tax unless the Non-U.S. Holder provides certain valid documentation certifying such holder's qualification for a reduced rate or exemption. In addition, a Non-U.S. Holder receiving our shares in the distribution may be subject U.S. federal income tax in certain other circumstances. In particular, a Non-U.S. Holder that owned, directly or indirectly, at any time since LINN Energy's formation more than 5% of the shares of LINN common stock and that is not eligible for any treaty exemption may be subject to U.S. federal income tax on any gain recognized by such Non-U.S. Holder on the distribution. For a more detailed discussion of the circumstances that could produce taxable gain for a Non-U.S. Holder in connection with the distribution, see "Material U.S. Federal Income Tax Consequences of the Spin-Off." **Each stockholder is urged to consult his, her or its tax advisor as to the specific tax consequences of the spin-off to such stockholder, including the effect of any state, local or non-U.S. tax laws and of changes in applicable tax laws.**
Relationship with LINN Energy after the Spin-Off	Before our spin-off from LINN Energy, we will enter into a Separation and Distribution Agreement and several other agreements with LINN Energy related to the spin-off. These agreements will govern the relationship between us and LINN Energy after completion of the spin-off and provide for the allocation between us and LINN Energy of various assets, liabilities, rights and obligations. These agreements include: • a Separation and Distribution Agreement with Linn Energy, Inc., which will provide for the allocation of assets and liabilities between us and LINN Energy and will establish the rights and obligations between the parties following the distribution; • a Transition Services Agreement with Linn Energy, Inc., pursuant to which we will provide certain services to Linn Energy, Inc. on an interim basis following the distribution; and • a Tax Matters Agreement with LINN Energy, regarding the sharing of tax liabilities incurred, and tax assets generated, before and after completion of the spin-off and certain indemnification rights with respect to tax matters. We describe these arrangements in greater detail under "Certain Relationships and Related Party Transactions—Agreements with LINN Energy Related to the Spin-Off," and describe some of the risks of these arrangements under "Risk Factors—Risks Relating to the Spin-Off." Certain members of our board of directors also serve on the LINN Energy board of directors. See "Management."

Dividend Policy	We do not intend, following the spin-off, to pay cash dividends on our common stock in the foreseeable future. We currently intend to retain any earnings for the future operation and development of our business, including exploration, development and acquisition activities. Any decision to declare and pay dividends will be made at the sole discretion of our board of directors and will depend on, among other things, our results of operations, cash requirements, financial condition, contractual restrictions and other factors that our board of directors may deem relevant. There can be no assurance that a payment of a dividend will occur in the future. Any future payment of cash dividends would be subject to the restrictions in the Revolving Credit Facility. See “Dividend Policy.”
Transfer Agent	American Stock Transfer & Trust Company, LLC.
Risk Factors	We face both general and specific risks and uncertainties relating to our business, regulation, the spin-off and our common stock. We also are subject to risks relating to our relationship with LINN Energy and our being an independent company following the spin-off. You should carefully read the risk factors set forth in the section titled “Risk Factors” in this prospectus.

Summary Historical and Unaudited Pro Forma Condensed Consolidated and Combined Financial Data

The following table presents summary historical and unaudited pro forma condensed consolidated and combined financial data of Riviera. Following the spin-off, Riviera will hold, directly or through its subsidiaries, all of the pre-transaction assets of LINN Energy, other than LINN Energy's 50% equity interest in Roan. Riviera will be the financial reporting entity following the consummation of the spin-off.

We derived the summary historical statements of operations and cash flow data for the ten months ended December 31, 2017, for the two months ended February 28, 2017, and for the years ended December 31, 2016 and 2015, and the summary historical balance sheet data as of December 31, 2017 and 2016, from the audited consolidated and combined financial statements of Riviera included elsewhere in this prospectus. We derived the selected historical statements of operations and cash flow data for the three months ended March 31, 2018, and for the one month ended March 31, 2017, and the selected historical balance sheet data as of March 31, 2018 and 2017, from the unaudited condensed consolidated and combined financial statements of Riviera included elsewhere in this prospectus. This summary historical financial data is not necessarily indicative of our future performance and does not necessarily reflect what our financial position and results of operations would have been had we been operating as an independent, publicly traded company during the periods presented, including changes that will occur in our operations and capitalization as a result of the spin-off from LINN Energy. For example, our historical consolidated and combined financial statements include certain costs that may not be representative of the future costs we will incur as an independent, public company. In addition, our historical consolidated and combined financial statements include our historical 50% equity interest in Roan, which will be retained by LINN Energy following the spin-off.

The summary unaudited pro forma condensed consolidated balance sheet as of March 31, 2018 and summary unaudited pro forma condensed consolidated and combined statements of operations for the three months ended March 31, 2018 and the year ended December 31, 2017 present our consolidated and combined financial position and results of operations after giving effect to the spin-off and related transactions as well as the other transactions described under "Unaudited Pro Forma Condensed Consolidated and Combined Financial Information." The summary unaudited pro forma condensed consolidated balance sheet data as of March 31, 2018 has been prepared to reflect the spin-off and related transactions as if they had been completed as of March 31, 2018. The summary unaudited pro forma condensed consolidated and combined statement of operations data for the three months ended March 31, 2018 and the year ended December 31, 2017 has been prepared to reflect the spin-off and related transactions, as well as the other transactions described under "Unaudited Pro Forma Condensed Consolidated and Combined Financial Information," as if they had been completed as of January 1, 2017. The summary unaudited pro forma financial data is presented for illustrative purposes only, is not necessarily indicative of our future performance and does not necessarily reflect what our financial position and results of operations would have been had we been operating as an independent, publicly traded company during the periods presented, including changes that will occur in our operations and capitalization as a result of the spin-off from LINN Energy. The assumptions used and pro forma adjustments derived from such assumptions are based on currently available information, and we believe such assumptions are reasonable under the circumstances.

The summary historical and unaudited pro forma condensed consolidated and combined financial data below should be read together with the audited and unaudited consolidated and combined financial statements and related notes thereto, as well as the sections titled "Capitalization," "Selected Historical Consolidated and Combined Financial Data," "Unaudited Pro Forma Condensed Consolidated and Combined Financial Information," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Description of Material Indebtedness," and the other financial information included elsewhere in this prospectus.

(in thousands)	Pro Forma		Successor			Predecessor		
	Three Months Ended March 31, 2018	Year Ended December 31, 2017	Three Months Ended March 31, 2018	Ten Months Ended December 31, 2017	One Month Ended March 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Statements of operations data:								
Revenues and other:								
Oil, natural gas and natural gas liquids sales	$ 136,876	$ 773,218	$ 136,876	$ 709,363	$ 80,325	$ 188,885	$ 874,161	$1,065,795
Gains (losses) on oil and natural gas derivatives	(15,030)	106,224	(15,030)	13,533	(11,959)	92,691	(164,330)	1,027,014
Marketing revenues	46,267	89,579	46,267	82,943	2,914	6,636	36,505	43,876
Other revenues	5,894	30,748	5,894	20,839	2,028	9,915	93,308	97,771
	174,007	999,769	174,007	826,678	73,308	298,127	839,644	2,234,456
Expenses:								
Lease operating expenses	47,884	239,964	47,884	208,446	24,630	49,665	296,891	352,077
Transportation expenses	19,094	122,032	19,094	113,128	13,723	25,972	161,574	167,023
Marketing expenses	41,755	73,828	41,755	69,008	2,539	4,820	29,736	35,278
General and administrative expenses	44,779	147,094	44,779	117,347	10,408	71,745	237,841	285,996
Exploration costs	1,202	3,230	1,202	3,137	55	93	4,080	9,473
Depreciation, depletion and amortization	28,465	144,579	28,465	133,711	17,847	47,155	342,614	513,508
Impairment of long-lived assets	—	—	—	—	—	—	165,044	5,024,944
Taxes, other than income taxes	8,452	53,434	8,452	47,553	7,077	14,877	67,644	97,683
(Gains) losses on sale of assets and other, net	(106,075)	(361,918)	(106,075)	(623,072)	484	829	16,257	(194,805)
	85,556	422,243	85,556	69,258	76,763	215,156	1,321,681	6,291,177
Other income and (expenses):								
Interest expense, net of amounts capitalized	(404)	(5,469)	(404)	(12,380)	(4,200)	(16,725)	(184,870)	(456,749)
Gain on extinguishment of debt	—	—	—	—	—	—	—	708,050
Earnings from equity method investments	221	667	25,345	11,840	39	157	699	685
Other, net	(170)	(6,382)	(170)	(6,233)	(388)	(149)	(2,345)	(13,988)
	(353)	(11,184)	24,771	(6,773)	(4,549)	(16,717)	(186,516)	237,998

(in thousands)	Pro Forma		Successor			Predecessor		
	Three Months Ended March 31, 2018	Year Ended December 31, 2017	Three Months Ended March 31, 2018	Ten Months Ended December 31, 2017	One Month Ended March 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Reorganization items, net	(1,951)	—	(1,951)	(8,533)	(2,565)	2,521,137	336,120	—
Income (loss) from continuing operations before income taxes	86,147	566,342	111,271	742,114	(10,569)	2,587,391	(332,433)	(3,818,723)
Income tax expense (benefit)	34,262	320,449	40,332	389,914	(4,446)	(166)	11,300	(6,307)
Income (loss) from continuing operations	$ 51,885	$ 245,893	70,939	352,200	(6,123)	2,587,557	(343,733)	(3,812,416)
Income (loss) from discontinued operations, net of income taxes			—	82,995	457	(548)	(18,354)	9,586
Net income (loss)			$ 70,939	$ 435,195	$ (5,666)	$ 2,587,009	$(362,087)	$(3,802,830)

(in thousands)	Successor			Predecessor		
	Three Months Ended March 31, 2018	Ten Months Ended December 31, 2017	One Month Ended March 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Cash flow data:						
Net cash provided by (used in):						
Operating activities	$ 50,866	$ 231,021	$ 17,763	$ 152,714	$ 875,306	$1,127,700
Investing activities	160,260	1,257,352	(22,384)	(58,756)	(230,438)	(276,023)
Financing activities	(427,589)	(1,111,473)	(48,595)	(437,730)	(164,150)	(850,886)

(in thousands)	Pro Forma	Successor		Predecessor	
	March 31, 2018	March 31, 2018	December 31, 2017	December 31, 2016	December 31, 2015
Balance sheet data:					
Total assets	$1,978,542	$2,472,220	$ 2,868,125	$ 4,444,151	$ 6,018,375
Current portion of long-term debt, net	—	—	—	1,937,729	2,841,518
Long-term debt, net	—	—	—	—	4,447,308
Liabilities subject to compromise	—	—	—	4,280,005	—
Total equity (deficit)	1,508,214	2,001,892	2,339,046	(2,587,009)	(2,110,804)

	Successor			Predecessor		
	Three Months Ended March 31, 2018	Ten Months Ended December 31, 2017	One Month Ended March 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Production data:						
Average daily production—Continuing operations:						
Natural gas (MMcf/d)	266	386	496	495	511	549
Oil (MBbls/d)	8.5	17.8	20.8	20.2	22.1	27.4
NGL (MBbls/d)	14.1	20.5	23.1	21.4	25.4	25.6
Total (MMcfe/d)	401	616	759	745	796	867
Average daily production—Equity method investments: (1)						
Total (MMcfe/d)	113	30	—	—	—	—
Average daily production—Discontinued operations: (2)						
Total (MMcfe/d)	—	14	29	30	32	30

	Successor	Predecessor	
	December 31, 2017	December 31, 2016	December 31, 2015
Reserves data: (3)			
Proved reserves—Continuing operations:			
Natural gas (Bcf)	1,377	2,290	2,212
Oil (MMBbls)	27	73	74
NGL (MMBbls)	72	104	97
Total (Bcfe)	1,968	3,350	3,240
Proved reserves—Equity method investments: (1)			
Total (Bcfe)	694	—	—
Proved reserves—Discontinued operations:			
Total (Bcfe)	—	170	195

(1) Represents the Company's historical 50% equity interest in Roan, which will be retained by LINN Energy following the spin-off.

(2) Production of the Company's California properties reported as discontinued operations for 2017 is for the period from January 1, 2017 through July 31, 2017.

(3) In accordance with SEC regulations, reserves were estimated using the average price during the 12-month period, determined as an unweighted average of the first-day-of-the-month price for each month, excluding escalations based upon future conditions. The average price used to estimate reserves is held constant over the life of the reserves.

RISK FACTORS

You should carefully consider each of the following risk factors and all of the other information set forth in this prospectus. The risk factors generally have been separated into four groups: business risks, regulatory risks, risks relating to the spin-off and risks relating to our common stock. Based on the information currently known to us, we believe that the following information identifies the most significant risk factors affecting our company in each of these categories of risks. However, the risks and uncertainties we face are not limited to those set forth in the risk factors described below. Additional risks and uncertainties not presently known to us or that we currently believe to be immaterial may also adversely affect our business. In addition, past financial performance may not be a reliable indicator of future performance and historical trends should not be used to anticipate results or trends in future periods.

If any of the following risks and uncertainties develops into actual events, these events could have a material adverse effect on our business, financial condition or results of operations. In such case, the trading price of our common stock could decline.

Risks Relating to Our Business

We may be subject to risks in connection with divestitures.

In 2017 and the first quarter of 2018, we completed divestitures of a significant portion of our assets, as discussed in "Summary—Recent Developments." In connection with these or other future transactions, we may sell our core or non-core assets in order to increase capital resources available for other core assets, create organizational and operational efficiencies or for other purposes. Various factors could materially affect our ability to dispose of such assets, including the approvals of governmental agencies or third parties and the availability of purchasers willing to acquire the assets with terms we deem acceptable. Though we continue to evaluate various options for the divestiture of such assets, there can be no assurance that this evaluation will result in any specific action.

Sellers often retain certain liabilities or agree to indemnify buyers for certain matters related to the sold assets. The magnitude of any such retained liability or of the indemnification obligation is difficult to quantify at the time of the transaction and ultimately could be material. Also, as is typical in divestiture transactions, third parties may be unwilling to release us from guarantees or other credit support provided prior to the sale of the divested assets. As a result, after a divestiture, we may remain secondarily liable for the obligations guaranteed or supported to the extent that the buyer of the assets fails to perform these obligations.

Commodity prices are volatile, and prolonged depressed prices or a further decline in prices would reduce our revenues, profitability and net cash provided by operating activities and would significantly affect our financial condition and results of operations.

Our revenues, profitability, cash flow and the carrying value of our properties depend on the prices of and demand for oil, natural gas and NGL. Historically, the oil, natural gas and NGL markets have been very volatile and are expected to continue to be volatile in the future, and prolonged depressed prices or a further decline in prices will significantly affect our financial results and impede our growth. Changes in oil, natural gas and NGL prices have a significant impact on the value of our reserves and on our net cash provided by operating activities. In addition, revenues from certain wells may exceed production costs and nevertheless not generate sufficient return on capital. Prices for these commodities may fluctuate widely in response to relatively minor changes in the supply of and demand for them, market uncertainty and a variety of additional factors that are beyond our control, such as:

- the domestic and foreign supply of and demand for oil, natural gas and NGL;
- the price and level of foreign imports;

- the level of consumer product demand;
- weather conditions;
- overall domestic and global economic conditions;
- political and economic conditions in oil and natural gas producing and consuming countries;
- the ability of members of the Organization of Petroleum Exporting Countries to agree to and maintain price and production controls;
- the impact of the U.S. dollar exchange rates on oil, natural gas and NGL prices;
- technological advances affecting energy consumption;
- domestic and foreign governmental regulations and taxation;
- the impact of energy conservation efforts;
- the proximity and capacity of pipelines and other transportation facilities; and
- the price and availability of alternative fuels.

Prolonged depressed prices or a further decline in prices would reduce our revenues, profitability and net cash provided by operating activities and would significantly affect our financial condition and results of operations.

Future declines in commodity prices, changes in expected capital development, increases in operating costs or adverse changes in well performance may result in write-downs of the carrying amounts of our assets, which could materially and adversely affect our results of operations in the period incurred.

We evaluate the impairment of our oil and natural gas properties on a field-by-field basis whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Future declines in oil, natural gas and NGL prices, changes in expected capital development, increases in operating costs or adverse changes in well performance, among other things, may result in us having to make material write-downs of the carrying amounts of our assets, which could materially and adversely affect our results of operations in the period incurred.

Disruptions in the capital and credit markets, continued low commodity prices and other factors may restrict our ability to raise capital on favorable terms, or at all.

Disruptions in the capital and credit markets, in particular with respect to companies in the energy sector, could limit our ability to access these markets or may significantly increase our cost to borrow. Continued low commodity prices, among other factors, have caused some lenders to increase interest rates, enact tighter lending standards which we may not satisfy, and in certain instances have reduced or ceased to provide funding to borrowers. If we are unable to access the capital and credit markets on favorable terms or at all, it could adversely affect our business and financial condition.

LINN Energy emerged from bankruptcy in February 2017, which could adversely affect our business and relationships.

It is possible that LINN Energy's having filed for bankruptcy and its emergence from bankruptcy could adversely affect our business and relationships with customers, vendors, royalty and working interest owners, employees, service providers and suppliers. Due to uncertainties, many risks exist, including the following:

- vendors or other contract counterparties could terminate their relationship or require financial assurances or enhanced performance;

- the ability to renew existing contracts and compete for new business may be adversely affected;
- the ability to attract, motivate and/or retain key executives and employees may be adversely affected;
- employees may be distracted from performance of their duties or more easily attracted to other employment opportunities; and
- competitors may take business away from us, and our ability to attract and retain customers may be negatively impacted.

The occurrence of one or more of these events could adversely affect our business, operations, financial condition and reputation. We cannot assure you that LINN Energy's having been subject to bankruptcy protection will not adversely affect our operations in the future.

Our financial information after the impact of fresh start accounting and numerous divestitures may not be meaningful to investors.

Upon LINN Energy's emergence from bankruptcy, we adopted fresh start accounting and, as a result, our assets and liabilities were recorded at fair value as of the fresh start reporting date, which differ materially from the recorded values of assets and liabilities on our historical consolidated and combined balance sheets. As a result of the adoption of fresh start accounting, along with the numerous divestitures of properties in 2017 and the first quarter of 2018, our historical results of operations and period-to-period comparisons of those results and certain other financial data may not be meaningful or indicative of future results. The lack of comparable historical financial information may discourage investors from purchasing our common stock.

We may not be able to obtain funding under the Revolving Credit Facility because of a decrease in our borrowing base, or obtain new financing, which could adversely affect our operations and financial condition.

On August 4, 2017, LINN Energy entered into the Revolving Credit Facility with $500 million in borrowing commitments and an initial borrowing base of $500 million. The maximum commitment amount was $390 million at March 31, 2018. As of March 31, 2018, there were no borrowings outstanding under the Revolving Credit Facility and there was approximately $343 million of available borrowing capacity (which includes a $47 million reduction for outstanding letters of credit). As of the date of this prospectus, a subsidiary of LINN Energy is the borrower under the Revolving Credit Facility. In connection with the Credit Facility Amendment, Riviera became a guarantor under the Revolving Credit Facility. Prior to the consummation of the spin-off, the borrower under the Revolving Credit Facility is expected to become a subsidiary of Riviera.

Redeterminations of the borrowing base under the Revolving Credit Facility are based primarily on reserve reports using lender commodity price expectations at such time. The borrowing base will be redetermined semi-annually, on April 1 and October 1. The next scheduled borrowing base redetermination will take place on October 1, 2018. Any reduction in the borrowing base will reduce our available liquidity, and, if the reduction results in the outstanding amount under the Revolving Credit Facility exceeding the borrowing base, we will be required to repay the deficiency. We may not have the financial resources in the future to make any mandatory deficiency principal prepayments required under the Revolving Credit Facility, which could result in an event of default.

In the future, we may not be able to access adequate funding under the Revolving Credit Facility as a result of (i) a decrease in our borrowing base due to the outcome of a borrowing base redetermination, or (ii) an unwillingness or inability on the part of our lending counterparties to meet their funding obligations. Since the process for determining the borrowing base under the Revolving Credit Facility involves evaluating the estimated value of some of our oil and natural gas properties using pricing models determined by the lenders at that time, a decline in those prices used, or further downward reductions of our reserves, likely will result in a

redetermination of our borrowing base and a decrease in the available borrowing amount at the time of the next scheduled redetermination. In such case, we would be required to repay any indebtedness in excess of the borrowing base.

The Revolving Credit Facility also restricts our ability to obtain new financing. If additional capital is needed, we may not be able to obtain debt or equity financing on terms favorable to us, or at all. If net cash provided by operating activities or cash available under the Revolving Credit Facility is not sufficient to meet our capital requirements, the failure to obtain such additional debt or equity financing could result in a curtailment of our development operations, which in turn could lead to a decline in our reserves.

We may be unable to maintain compliance with the covenants in the Revolving Credit Facility, which could result in an event of default under the Revolving Credit Facility that, if not cured or waived, would have a material adverse effect on our business and financial condition.

Under the Revolving Credit Facility, LINN Energy is required, and following the spin-off, we will be required, to maintain (i) a maximum total net debt to last twelve months EBITDA ratio of 4.0 to 1.0, and (ii) a minimum adjusted current ratio of 1.0 to 1.0, as well as various affirmative and negative covenants. If we were to violate any of the covenants under the Revolving Credit Facility and were unable to obtain a waiver or amendment, it would be considered a default after the expiration of any applicable grace period. If we were in default under the Revolving Credit Facility, then the lenders may exercise certain remedies including, among others, declaring all borrowings outstanding thereunder, if any, immediately due and payable. This could adversely affect our operations and our ability to satisfy our obligations as they come due.

Restrictive covenants in the Revolving Credit Facility could limit our growth and our ability to finance our operations, fund our capital needs, respond to changing conditions and engage in other business activities that may be in our best interests.

Restrictive covenants in the Revolving Credit Facility will impose significant operating and financial restrictions on us and our subsidiaries. These restrictions will limit our ability to, among other things:

- incur additional liens;
- incur additional indebtedness;
- merge, consolidate or sell our assets;
- pay dividends or make other distributions or repurchase or redeem our stock;
- make certain investments; and
- enter into transactions with our affiliates.

The Revolving Credit Facility will also require us to comply with certain financial maintenance covenants as discussed above. A breach of any of these covenants could result in a default under the Revolving Credit Facility. If a default occurs and remains uncured or unwaived, the administrative agent or majority lenders under the Revolving Credit Facility may elect to declare all borrowings outstanding thereunder, if any, together with accrued interest and other fees, to be immediately due and payable. The administrative agent or majority lenders under the Revolving Credit Facility would also have the right in these circumstances to terminate any commitments they have to provide further borrowings. If we are unable to repay our indebtedness when due or declared due, the administrative agent will also have the right to proceed against the collateral pledged to it to secure the indebtedness under the Revolving Credit Facility. If such indebtedness were to be accelerated, our assets may not be sufficient to repay in full our secured indebtedness.

We may be prevented from taking advantage of business opportunities that arise because of the limitations imposed on us by the restrictive covenants in the Revolving Credit Facility. The restrictions contained in the Revolving Credit Facility could:

- limit our ability to plan for, or react to, market conditions, to meet capital needs or otherwise restrict our activities or business plan; and
- adversely affect our ability to finance our operations, enter into acquisitions or to engage in other business activities that would be in our interest.

Our commodity derivative activities could result in financial losses or could reduce our income, which may adversely affect our net cash provided by operating activities, financial condition and results of operations.

To achieve more predictable net cash provided by operating activities and to reduce our exposure to adverse fluctuations in the prices of oil and natural gas, we have entered into commodity derivative contracts for a portion of our production. Commodity derivative arrangements expose us to the risk of financial loss in some circumstances, including situations when production is less than expected. If we experience a sustained material interruption in our production or if we are unable to perform our drilling activity as planned, we might be forced to satisfy all or a portion of our derivative obligations without the benefit of the sale of our underlying physical commodity, which may adversely affect our net cash provided by operating activities, financial condition and results of operations.

We may be unable to hedge anticipated production volumes on attractive terms or at all, which would subject us to further potential commodity price uncertainty and could adversely affect our net cash provided by operating activities, financial condition and results of operations.

While we have hedged a portion of our estimated production for 2018 and 2019, our anticipated production volumes remain mostly unhedged. Based on current expectations for future commodity prices, reduced hedging market liquidity and potential reduced counterparty willingness to enter into new hedges with us, we may be unable to hedge anticipated production volumes on attractive terms or at all, which would subject us to further potential commodity price uncertainty and could adversely affect our net cash provided by operating activities, financial condition and results of operations.

Counterparty failure may adversely affect our derivative positions.

We cannot be assured that our counterparties will be able to perform under our derivative contracts. If a counterparty fails to perform and the derivative arrangement is terminated, our net cash provided by operating activities, financial condition and results of operations would be adversely affected.

Unless we replace our reserves, our future reserves and production will decline, which would adversely affect our net cash provided by operating activities, financial condition and results of operations.

Producing oil, natural gas and NGL reservoirs are characterized by declining production rates that vary depending on reservoir characteristics and other factors. The overall rate of decline for our production will change if production from our existing wells declines in a different manner than we have estimated and may change when we drill additional wells, make acquisitions and under other circumstances. Thus, our future oil, natural gas and NGL reserves and production and, therefore, our cash flow and income, are highly dependent on our success in efficiently developing our current reserves and economically finding or acquiring additional recoverable reserves. We may not be able to develop, find or acquire additional reserves to replace our current and future production at acceptable costs, which would adversely affect our net cash provided by operating activities, financial condition and results of operations. In addition, given general market conditions, we may be unable to finance potential acquisitions of reserves on terms that are acceptable to us or at all. Our ability to make the necessary capital investment to maintain or expand our asset base of oil and natural gas reserves would be impaired to the extent cash flow from operations is reduced and external sources of capital become limited or unavailable.

Our estimated reserves are based on many assumptions that may prove to be inaccurate. Any material inaccuracies in these reserve estimates or underlying assumptions will materially affect the quantities and present value of our reserves.

No one can measure underground accumulations of oil, natural gas and NGL in an exact manner. Reserve engineering requires subjective estimates of underground accumulations of oil, natural gas and NGL and assumptions concerning future oil, natural gas and NGL prices, production levels and operating and development costs. As a result, estimated quantities of proved reserves and projections of future production rates and the timing of development expenditures may prove to be inaccurate. An independent petroleum engineering firm prepares estimates of our proved reserves. Some of our reserve estimates are made without the benefit of a lengthy production history, which are less reliable than estimates based on a lengthy production history. Also, we make certain assumptions regarding future oil, natural gas and NGL prices, production levels and operating and development costs that may prove incorrect. Any significant variance from these assumptions by actual amounts could greatly affect our estimates of reserves, the economically recoverable quantities of oil, natural gas and NGL attributable to any particular group of properties, the classifications of reserves based on risk of recovery and estimates of the future net cash flows. Decreases in commodity prices can result in a reduction of our estimated reserves if development of those reserves would not be economic at those lower prices. Numerous changes over time to the assumptions on which our reserve estimates are based, as described above, often result in the actual quantities of oil, natural gas and NGL we ultimately recover being different from our reserve estimates.

The present value of future net cash flows from our proved reserves is not necessarily the same as the current market value of our estimated oil, natural gas and NGL reserves. We base the estimated discounted future net cash flows from our proved reserves on an unweighted average of the first-day-of-the month price for each month during the 12-month calendar year and year-end costs. However, actual future net cash flows from our oil and natural gas properties also will be affected by factors such as:

- actual prices we receive for oil, natural gas and NGL;
- the amount and timing of actual production;
- capital and operating expenditures;
- the timing and success of development activities;
- supply of and demand for oil, natural gas and NGL; and
- changes in governmental regulations or taxation.

In addition, the 10% discount factor required to be used under the provisions of applicable accounting standards when calculating discounted future net cash flows, may not be the most appropriate discount factor based on interest rates in effect from time to time and risks associated with us or the oil and natural gas industry in general.

Our development operations require substantial capital expenditures. We may be unable to obtain needed capital or financing on satisfactory terms, which could adversely affect our ability to sustain our operations at current levels and could lead to a decline in our reserves.

The oil and natural gas industry is capital intensive. We make and expect to continue to make substantial capital expenditures in our business for the development and production of oil, natural gas and NGL reserves. These expenditures will reduce our cash available for other purposes. Our net cash provided by operating activities and access to capital are subject to a number of variables, including:

- our proved reserves;
- the level of oil, natural gas and NGL we are able to produce from existing wells;
- the prices at which we are able to sell our oil, natural gas and NGL;

- the level of operating expenses; and
- our ability to acquire, locate and produce new reserves.

If our net cash provided by operating activities decreases, we may have limited ability to obtain the capital or financing necessary to sustain our operations at current levels and could lead to a decline in our reserves.

We may decide not to drill some of the prospects we have identified, and locations that we decide to drill may not yield oil, natural gas and NGL in commercially viable quantities.

Our prospective drilling locations are in various stages of evaluation, ranging from a prospect that is ready to drill to a prospect that will require additional geological and engineering analysis. Based on a variety of factors, including future oil, natural gas and NGL prices, the generation of additional seismic or geological information, the current and future availability of drilling rigs and other factors, we may decide not to drill one or more of these prospects. In addition, the cost of drilling, completing and operating a well is often uncertain, and cost factors can adversely affect the economics of a well. Our efforts will be uneconomic if we drill dry holes or wells that are productive but do not produce enough oil, natural gas and NGL to be commercially viable after drilling, operating and other costs. As a result, we may not be able to increase or sustain our reserves or production, which in turn could have an adverse effect on our business, financial condition, results of operations and cash flows.

Drilling for and producing oil, natural gas and NGL are high risk activities with many uncertainties that could adversely affect our financial position, results of operations and cash flows.

Our drilling activities are subject to many risks, including the risk that we will not discover commercially productive reservoirs. Drilling for oil, natural gas and NGL can be uneconomic, not only from dry holes, but also from productive wells that do not produce sufficient revenues to be commercially viable. In addition, our drilling and producing operations may be curtailed, delayed or canceled as a result of other factors, including:

- the high cost, shortages or delivery delays of equipment and services;
- unexpected operational events;
- adverse weather conditions;
- facility or equipment malfunctions;
- title problems;
- pipeline ruptures or spills;
- compliance with environmental and other governmental requirements;
- unusual or unexpected geological formations;
- loss of drilling fluid circulation;
- formations with abnormal pressures;
- fires;
- blowouts, craterings and explosions; and
- uncontrollable flows of oil, natural gas and NGL or well fluids.

Any of these events can cause increased costs or restrict our ability to drill the wells and conduct the operations which we currently have planned. Any delay in the drilling program or significant increase in costs could adversely affect our financial position, results of operations and cash flows.

Our business relies on certain key personnel.

Our management believes that our continued success will depend to a significant extent upon the efforts and abilities of certain of our key personnel. The loss of the services of any of these key personnel could have a material adverse effect on our business. We do not maintain "key man" life insurance on any of our officers or other employees.

We have limited control over the activities on properties we do not operate.

Other companies operate some of the properties in which we have an interest. As of December 31, 2017, non-operated wells represented approximately 34% of our owned gross wells, or approximately 11% of our owned net wells. We have limited ability to influence or control the operation or future development of these non-operated properties, including timing of drilling and other scheduled operations activities, compliance with environmental, safety and other regulations, or the amount of capital expenditures that we are required to fund with respect to them. The failure of an operator of our wells to adequately perform operations, an operator's breach of the applicable agreements or an operator's failure to act in ways that are in our best interest could reduce our production and revenues, and lead to unexpected future costs.

Our business depends on gathering and transportation facilities. Any limitation in the availability of those facilities would interfere with our ability to market the oil, natural gas and NGL we produce, which could adversely affect our business, results of operations and cash flows.

The marketability of our oil, natural gas and NGL production depends in part on the availability, proximity and capacity of gathering systems and pipelines. The amount of oil, natural gas and NGL that can be produced and sold is subject to limitation in certain circumstances, such as pipeline interruptions due to scheduled and unscheduled maintenance, excessive pressure, physical damage to the gathering or transportation system, or lack of contracted capacity on such systems. The curtailments arising from these and similar circumstances may last from a few days to several months. In many cases, we are provided only with limited, if any, notice as to when these circumstances will arise and their duration. In addition, some of our wells are drilled in locations that are not serviced by gathering and transportation pipelines, or the gathering and transportation pipelines in the area may not have sufficient capacity to transport additional production. As a result, we may not be able to sell the oil, natural gas and NGL production from these wells until the necessary gathering and transportation systems are constructed. Any significant curtailment in gathering system or pipeline capacity, or significant delay in the construction of necessary gathering and transportation facilities, would interfere with our ability to market the oil, natural gas and NGL we produce, and could adversely affect our business, results of operations and cash flows.

Risks Relating to Regulation of Our Business

Because we handle oil, natural gas and NGL and other hydrocarbons, we may incur significant costs and liabilities in the future resulting from a failure to comply with new or existing environmental regulations or an accidental release of hazardous substances into the environment.

The operations of our wells, gathering systems, turbines, pipelines and other facilities are subject to stringent and complex federal, state and local environmental laws and regulations. Failure to comply with these laws and regulations may trigger a variety of administrative, civil and criminal enforcement measures, including the assessment of monetary penalties, the imposition of remedial requirements, and the issuance of orders enjoining future operations. There is an inherent risk that we may incur environmental costs and liabilities due to the nature of our business, the substances we handle and the ownership or operation of our properties. Certain environmental statutes, including the Resource Conservation and Recovery Act ("RCRA"), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") and analogous state laws and regulations, impose strict, joint and several liability for costs required to clean up and restore sites where hazardous substances have been disposed of or otherwise released. In addition, an accidental release from one of our wells or gathering pipelines could subject us to substantial liabilities arising from environmental cleanup and

restoration costs, claims made by neighboring landowners and other third parties for personal injury and property damage and fines or penalties for related violations of environmental laws or regulations.

Moreover, the possibility exists that stricter laws, regulations or enforcement policies could significantly increase our compliance costs and the cost of any remediation that may become necessary, and these costs may not be recoverable from insurance. For a more detailed discussion of environmental and regulatory matters impacting our business, see "Our Business—Government Regulation."

We are subject to complex and evolving federal, state, local and other laws and regulations that could adversely affect the cost, manner or feasibility of doing business.

Our operations are regulated extensively at the federal, state and local levels. Environmental and other governmental laws and regulations have resulted in delays and increased the costs to plan, design, drill, install, operate and abandon oil and natural gas wells. Under these laws and regulations, we could also be liable for personal injuries, property damage and other damages. Failure to comply with these laws and regulations may result in the suspension or termination of our operations and subject us to administrative, civil and criminal penalties. Moreover, public interest in environmental protection has increased in recent years, and environmental organizations have opposed, with some success, certain drilling projects.

Part of the regulatory environment in which we operate includes, in some cases, legal requirements for obtaining environmental assessments, environmental impact studies and/or plans of development before commencing drilling and production activities. In addition, our activities are subject to the regulations regarding conservation practices and protection of correlative rights. These regulations affect our operations and limit the quantity of oil, natural gas and NGL we may produce and sell. A major risk inherent in our drilling plans is the need to obtain drilling permits from state and local authorities. Delays in obtaining regulatory approvals or drilling permits, the failure to obtain a drilling permit for a well or the receipt of a permit with unreasonable conditions or costs could have a material adverse effect on our ability to develop our properties. Additionally, the regulatory environment could change in ways that might substantially increase the financial and managerial costs of compliance with these laws and regulations and, consequently, adversely affect our financial condition and results of operations. For a description of the laws and regulations that affect us, see "Our Business—Government Regulation."

We could also be affected by more stringent laws and regulations adopted in the future, including any related to climate change, engine emissions, greenhouse gases and hydraulic fracturing. Changes in environmental laws and regulations occur frequently, and any changes that result in delays or restrictions in permitting or development of projects or more stringent or costly construction, drilling, water management, or completion activities or waste handling, storage, transport, remediation or disposal, emission or discharge requirements could require significant expenditures by us or other operators of the properties to attain and maintain compliance and may otherwise have a material adverse effect on our results of operations or financial condition. Increased scrutiny of the oil and natural gas industry may occur as a result of the FY 2017-2019 National Enforcement Initiatives of the U.S. Environmental Protection Agency ("EPA"), through which the EPA will purportedly address incidences of noncompliance from natural gas extraction and production activities that may cause or contribute to significant harm to public health and/or the environment.

Legislation and regulation of hydraulic fracturing, including with respect to seismic activity allegedly related to hydraulic fracturing, could adversely affect our business.

Hydraulic fracturing is an important and common practice that is used to stimulate production of hydrocarbons from tight formations. The process involves the injection of water, sand and chemicals under pressure into formations to fracture the surrounding rock and stimulate production. For a description of the laws and regulations that affect us, including our hydraulic fracturing operations, see "Our Business—Government Regulation." If adopted, certain bills could result in additional permitting and disclosure requirements for

hydraulic fracturing operations as well as various restrictions on those operations. Any such added regulation could lead to operational delays, increased operating costs and additional regulatory burdens, and reduced production of oil and natural gas, which could adversely affect our business, financial position, results of operations and net cash provided by operating activities.

Hydraulic fracturing operations require the use of a significant amount of water. Our inability to locate sufficient amounts of water, or dispose of or recycle water used in our drilling and production operations, could adversely impact our operations. Moreover, new environmental initiatives and regulations could include restrictions on our ability to conduct certain operations such as hydraulic fracturing or disposal of waste, including, but not limited to, produced water, drilling fluids and other wastes associated with the development or production of natural gas.

Finally, in some instances, the operation of underground injection wells has been alleged to cause earthquakes in some of the states where we operate. Such issues have sometimes led to orders prohibiting continued injection or the suspension of drilling in certain wells identified as possible sources of seismic activity. Such concerns also have resulted in stricter regulatory requirements in some jurisdictions relating to the location and operation of underground injection wells. Future orders or regulations addressing concerns about seismic activity from well injection could affect us, either directly or indirectly, depending on the wells affected.

Legislation and regulation of greenhouse gases could adversely affect our business, and we are subject to risks associated with climate change.

In December 2009, the EPA determined that emissions of carbon dioxide, methane and other "greenhouse gases" ("GHG") present an endangerment to public health and the environment because emissions of such gases are, according to the EPA, contributing to warming of the earth's atmosphere and other climatic changes. Based on these findings, the EPA has adopted and implemented regulations to restrict emissions of GHGs under existing provisions of the Clean Air Act ("CAA"). In May 2016, the EPA finalized rules that set additional emissions limits for volatile organic compounds and established new controls for emissions of methane from new, modified or reconstructed sources in the oil and natural gas source category, including production, processing, transmission and storage activities. The rule includes first-time standards to address emissions of methane from equipment and processes across the source category, including hydraulically fractured oil and natural gas well completions. In June 2017, the EPA issued a proposal to stay certain of these requirements for two years and reconsider the entirety of the 2016 rules; however, the rules currently remain in effect. In addition, in April 2018, a coalition of states filed a lawsuit in the U.S. District Court for the District of Columbia aiming to force the EPA to establish guidelines for limiting methane emissions from existing sources in the oil and natural gas sector; that lawsuit is pending. The EPA has also adopted rules requiring the monitoring and reporting of GHG emissions from specified sources in the United States, including, among other things, certain onshore oil and natural gas production facilities, on an annual basis. In addition, in 2015, the United States participated in the United Nations Climate Change Conference, which led to the creation of the Paris Agreement. The Paris Agreement requires member countries to review and "represent a progression" in their intended nationally determined contributions, which set GHG emission reduction goals every five years beginning in 2020. In June 2017, the United States announced its withdrawal from the Paris Agreement, although the earliest possible effective date of withdrawal is November 2020. Despite the planned withdrawal, certain U.S. city and state governments have announced their intention to satisfy their proportionate obligations under the Paris Agreement. Legislation has from time to time been introduced in Congress that would establish measures restricting GHG emissions in the United States, and a number of states have begun taking actions to control and/or reduce emissions of GHGs. Any such additional regulation could lead to operational delays, increased operating costs and additional regulatory burdens, and reduced production of oil and natural gas, which could adversely affect our business, financial position, results of operations and net cash provided by operating activities.

In addition, some scientists have concluded that increasing concentrations of GHGs in the Earth's atmosphere may produce climate changes that have significant physical effects, such as increased frequency and

severity of storms, floods and other climatic events. If any such effects were to occur, they could adversely affect or delay demand for the oil or natural gas produced or cause us to incur significant costs in preparing for or responding to those effects.

Uncertainty regarding derivatives legislation could have an adverse impact on our ability to hedge risks associated with our business.

Title VII of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), enacted in 2010, expands federal oversight and regulation of the derivatives markets and entities, such as us, that participate in those markets. Those markets involve derivative transactions, which include certain instruments, such as interest rate swaps, forward contracts, option contracts, financial contracts and other contracts, used in our risk management activities. The Dodd-Frank Act requires that most swaps ultimately will be cleared through a registered clearing facility and that they be traded on a designated exchange or swap execution facility, with certain exceptions for entities that use swaps to hedge or mitigate commercial risk. The Dodd-Frank Act requirements relating to derivative transactions have not been fully implemented by the SEC and the Commodities Futures Trading Commission and the current presidential administration has indicated a desire to repeal and/or replace certain provisions of the Dodd-Frank Act. Uncertainty regarding the current law and any new regulations could increase the operational and transactional cost of derivatives contracts and affect the number and/or creditworthiness of available counterparties. In addition, we may transact with counterparties based in the European Union, Canada or other jurisdictions which are in the process of implementing regulations to regulate derivatives transactions, some of which are currently in effect and impose operational and transactional costs on our derivatives activities.

Certain U.S. federal income tax deductions currently available with respect to oil and natural gas exploration and production may be eliminated as a result of future legislation.

In past years, legislation has been proposed that would, if enacted into law, make significant changes to U.S. tax laws, including the elimination of certain key U.S. federal income tax incentives currently available to oil and natural gas exploration and production companies. These changes include, but are not limited to, (i) the repeal of the percentage depletion allowance for oil and natural gas properties, (ii) the elimination of current deductions for intangible drilling and development costs ("IDCs"), (iii) the elimination of the deduction for certain domestic production activities, and (iv) an extension of the amortization period for certain geological and geophysical expenditures. Although these provisions were largely unchanged in the Tax Cuts and Jobs Act of 2017 (which was signed on December 22, 2017), Congress could consider, and could include, some or all of these proposals as part of future tax reform legislation. It is unclear whether any of the foregoing or similar proposals will be considered and enacted as part of future tax reform legislation and if enacted, how soon any such changes could become effective. The passage of any legislation as a result of these proposals or any other similar changes in U.S. federal income tax laws could eliminate or postpone certain tax deductions that are currently available with respect to oil and natural gas exploration and development and any such change could have an adverse effect on our financial position, results of operations and cash flows.

Recent changes in United States federal income tax law may have an adverse effect on our cash flows, results of operations or financial condition overall.

The Tax Cuts and Jobs Act of 2017 may affect our cash flows, results of operations and financial condition. Among other items, the Tax Cuts and Jobs Act of 2017 repealed the deduction for certain U.S. production activities and provided for a new limitation on the deduction for interest expense. Given the scope of this law and the potential interdependency of its changes, it is difficult at this time to assess whether the overall effect of the Tax Cuts and Jobs Act of 2017 will be cumulatively positive or negative for our earnings and cash flow, but such changes may adversely impact our financial results.

Risks Relating to the Spin-Off

The distribution may not be completed on the terms or timeline currently contemplated, if at all.

While we are actively engaged in planning for the distribution, unanticipated developments could delay or negatively affect the distribution, including those related to the filing and effectiveness of appropriate filings with the SEC and receiving any required regulatory approvals. In addition, until the distribution has occurred, the LINN Energy board of directors has the right to not proceed with the distribution, even if all of the conditions are satisfied. Therefore, the spin-off may not be completed on the terms or timeline currently contemplated, if at all.

We may be unable to achieve some or all of the benefits that we expect to achieve from our spin-off from LINN Energy.

By separating from LINN Energy, there is a risk that we may be more susceptible to market fluctuations and other adverse events than we would have been were we still a part of LINN Energy. If we fail to achieve some or all of the benefits that we expect to achieve as an independent company, or do not achieve them in the time we expect, our results of operations and financial condition could be materially adversely affected.

We may have received better terms from unaffiliated third parties than the terms we received in our agreements with LINN Energy entered into in connection with the spin-off.

The agreements related to the spin-off from LINN Energy were negotiated in the context of the spin-off from LINN Energy while we were still part of LINN Energy. Although these agreements are intended to be on an arm's-length basis, they may not reflect terms that would have resulted from arm's-length negotiations among unaffiliated third parties. The terms of the agreements being negotiated in the context of the separation are related to, among other things, allocations of assets and liabilities, rights and indemnification and other obligations between us and LINN Energy. To the extent that certain terms of those agreements provide for rights and obligations that could have been procured from third parties, we may have received better terms from third parties because third parties may have competed with each other to win our business. See "Certain Relationships and Related Party Transactions—Agreements with LINN Energy Related to the Spin-Off."

Certain directors who serve on our board of directors will serve as directors of the LINN Energy board of directors, and ownership of shares of LINN common stock or equity awards of Linn Energy, Inc. by directors and executive officers of Riviera Resources, Inc. may create conflicts of interest or the appearance of conflicts of interest.

Certain of our directors who serve on our board of directors will continue to serve on the LINN Energy board of directors. This could create, or appear to create, potential conflicts of interest when our or LINN Energy's management and directors face decisions that could have different implications for us and LINN Energy, including the resolution of any dispute regarding the terms of the agreements governing the spin-off and the relationship between us and LINN Energy after the spin-off, any commercial agreements entered into in the future between us and LINN Energy and the allocation of such directors' time between us and LINN Energy.

Because of their current or former positions with LINN Energy, substantially all of our executive officers and some of our non-employee directors will own shares of LINN common stock. The continued ownership of LINN common stock by Riviera Resources, Inc.'s directors' and executive officers' following the spin-off creates or may create the appearance of conflicts of interest when these directors and executive officers are faced with decisions that could have different implications for us and LINN Energy.

We may have meaningful liabilities under certain of the separation-related agreements, including the Tax Matters Agreement.

We have agreed to contractually assume many liabilities that could arguably otherwise be treated as liabilities of LINN Energy. This includes, among other things, any tax liabilities of LINN Energy arising as a

result of the Spin-Off as well as many other categories of potential tax liabilities with respect to LINN Energy's operations prior to the Spin-Off.

Risks Relating to Our Common Stock

There is no existing market for our common stock, and a trading market that will provide you with adequate liquidity may not develop for our common stock. In addition, once our common stock begins trading, the market price of shares of our common stock may fluctuate widely.

There is currently no public market for our common stock. We intend to apply to have our common stock quoted and traded on the OTC Market. In order to have our common stock quoted for public trading on the OTC Market, which is an over-the-counter market, not an exchange, we must have a market maker registered with FINRA to sponsor our application for a trading symbol for that over-the-counter market. There is no assurance that we will find a market maker to sponsor our application to FINRA or that our application will be approved by FINRA. No trading of our common stock is expected before or on the distribution date. The common stock is expected to commence public trading if and when FINRA approves our trading symbol application. An active trading market for our common stock may not develop as a result of the distribution or be sustained in the future. The lack of an active trading market may make it more difficult for you to sell your shares and could lead to our share price being depressed or more volatile.

We cannot predict the prices at which our common stock may trade after the distribution. The market price of our common stock may fluctuate widely, depending upon many factors, some of which may be beyond our control, including:

- our business profile and market capitalization may not fit the investment objectives of LINN stockholders that receive shares of our common stock in the spin-off, and as a result, LINN stockholders may sell our shares after the distribution;
- success or failure of our business strategies;
- failure to achieve our growth and performance objectives;
- fluctuations in our quarterly or annual earnings, or those of other companies in our industry;
- our ability to obtain financing as needed;
- changes in laws and regulations affecting our business;
- changes in accounting standards, policies, guidance, interpretations or principles;
- announcements by us or our competitors of significant acquisitions or dispositions;
- the failure of securities analysts to cover our common stock after the distribution or negative views about our common stock or our business expressed by securities analysts;
- changes in earnings estimates by securities analysts or our ability to meet those estimates;
- the operating and stock price performance of other comparable companies;
- overall market fluctuations;
- future sales of our common stock;
- general economic and industry conditions; and
- the other factors described in these "Risk Factors" and other parts of this prospectus.

For many reasons, including the risks identified in this prospectus, the market price of our common stock following the spin-off may be more volatile than the market price of LINN common stock before the spin-off. These factors may result in short-term or long-term negative pressure on the value of our common stock. Stock

markets in general have experienced volatility that has often been unrelated to the operating performance of a particular company. These broad market fluctuations may adversely affect the trading price of our common stock.

There may be circumstances in which the interests of our significant stockholders could be in conflict with the interests of our other stockholders.

Funds associated with Fir Tree Inc., York Capital Management Global Advisors, LLC, Elliott Management Corporation and P. Schoenfeld Asset Management LP collectively owned approximately 51.5% of the LINN common stock as of May 29, 2018, and following the spin-off, such funds will own a percentage of the Riviera common stock that corresponds to their then-current holdings of LINN common stock. Circumstances may arise in which these stockholders may have an interest in pursuing or preventing acquisitions, divestitures or other transactions that, in their judgment, could enhance their investment in Riviera. Such transactions might adversely affect us or other holders of the Riviera common stock.

Our significant concentration of share ownership may adversely affect the trading price of the Riviera common stock.

As of May 29, 2018, approximately 51.5% of the LINN common stock common stock was beneficially owned by four holders, and following the spin-off, such holders will own a percentage of the Riviera common stock that corresponds to their then-current holdings of LINN common stock. Each such holder has a representative on the Riviera board of directors. Our significant concentration of share ownership may adversely affect the trading price of the Riviera common stock because of the lack of trading volume in our common stock and because investors may perceive disadvantages in owning shares in companies with significant stockholders.

Your percentage ownership in Riviera may be diluted in the future.

Your percentage ownership in Riviera may be diluted in the future because of (i) equity awards that we expect will be issued to our directors, officers and employees and (ii) any future sales of stock by Riviera or any issuances thereof in connection with an acquisition.

Directors, officers and employees of LINN Energy currently hold restricted stock units with respect to LINN common stock. Upon completion of the spin-off, (i) holders of then-outstanding LINN Energy restricted stock units will receive one restricted stock unit with respect to our common stock in respect of each such outstanding LINN Energy restricted stock unit, and (ii) all outstanding but unvested LINN Energy restricted stock units will fully vest, without pro-ration, and be settled in LINN common stock. The Riviera restricted stock units will continue to vest subject to, and in accordance with, the terms applicable to the corresponding LINN Energy restricted stock units and are not subject to acceleration in connection with the spin-off.

Provisions in our certificate of incorporation, bylaws and Delaware law may prevent or delay an acquisition of Riviera, which could decrease the trading price of our common stock.

Our certificate of incorporation, bylaws and Delaware corporate law contain or will contain provisions that are intended to deter or delay coercive takeover practices and inadequate takeover bids. For example, our certificate of incorporation and bylaws will require advance notice for stockholder proposals to nominate directors or present matters at stockholder meetings, place limitations on convening stockholder meetings and authorize our board of directors to issue one or more series of preferred stock. These provisions could enable our board of directors to delay or prevent a transaction that some, or a majority, of our stockholders may believe to be in their best interests and, in that case, may discourage or prevent attempts to remove and replace incumbent directors. These provisions may also discourage or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors, which is responsible for appointing the members of our management. Further information on such provisions in the certificate of incorporation and bylaws can be found in the section titled “Description of Capital Stock.”

Our certificate of incorporation will designate the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

Our certificate of incorporation will provide that, subject to limited exceptions, the State of Delaware will be the sole and exclusive forum for derivative actions; claims related to a breach of a fiduciary duty, corporate law, our certificate of incorporation or our bylaws; or under the internal affairs doctrine. This choice of forum provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and our directors, officers and employees.

We have no plans to pay dividends on our common stock, and you may not receive funds without selling your common stock.

We do not intend, following the spin-off, to pay cash dividends on our common stock in the foreseeable future. We currently intend to retain any earnings for the future operation and development of our business, including exploration, development and acquisition activities. Any decision to declare and pay dividends will be made at the sole discretion of our board of directors and will depend on, among other things, our results of operations, cash requirements, financial condition, contractual restrictions and other factors that our board of directors may deem relevant. There can be no assurance that a payment of a dividend will occur in the future.

CAUTIONARY NOTE ABOUT FORWARD-LOOKING STATEMENTS

All statements contained in this prospectus, other than statements of historical fact, are “forward-looking” statements. Because such statements include risks, uncertainties and contingencies, actual results may differ materially from those expressed or implied by such forward-looking statements. You can identify our forward-looking statements by the words “anticipate,” “estimate,” “believe,” “budget,” “continue,” “could,” “intend,” “may,” “plan,” “potential,” “predict,” “seek,” “should,” “would,” “expect,” “objective,” “projection,” “forecast,” “goal,” “guidance,” “outlook,” “effort,” “target,” the negative of such terms and other comparable expressions. These risks, uncertainties and contingencies include, but are not limited to, Riviera’s:

- business strategy;
- acquisition and disposition strategy;
- financial strategy;
- the benefits resulting from the spin-off;
- ability to comply with covenants under the Revolving Credit Facility;
- risks and uncertainties related to LINN Energy’s 2017 emergence from bankruptcy;
- effects of legal proceedings;
- drilling locations;
- oil, natural gas and NGL reserves;
- realized oil, natural gas and NGL prices;
- production volumes;
- capital expenditures;
- economic and competitive advantages;
- credit and capital market conditions;
- regulatory changes;
- lease operating expenses, general and administrative expenses and development costs;
- future operating results;
- plans, objectives, expectations and intentions; and
- taxes.

The forward-looking statements contained in this prospectus are largely based on our expectations, which reflect estimates and assumptions made by our management. These estimates and assumptions reflect our management’s best judgment based on currently known market conditions and other factors. Although we believe such estimates and assumptions to be reasonable, they are inherently uncertain and involve a number of risks and uncertainties beyond its control. In addition, our management’s assumptions may prove to be inaccurate. We caution that the forward-looking statements contained in this prospectus are not guarantees of future performance, and we cannot assure any potential investor that such statements will be realized or the events will occur.

Actual results may differ materially from those anticipated or implied in forward-looking statements due to factors set forth in “Risk Factors” and elsewhere in this prospectus. Factors that could cause actual results to differ materially from those in the forward-looking statements include, but are not limited to, market prices for oil, natural gas and NGL, production volumes, estimates of proved reserves, capital expenditures, economic and

competitive conditions, credit and capital market conditions, regulatory changes and other uncertainties, uncertainties that may delay or negatively impact the spin-off or cause the spin-off to not occur at all, uncertainties related to our ability to realize the anticipated benefits of the spin-off, unanticipated developments that delay or otherwise negatively affect the spin-off, unanticipated developments related to the impact of the spin-off on our relationships with our customers, vendors, royalty and working interest owners, employees, service providers and suppliers, LINN Energy and others with whom we have relationships, unanticipated developments resulting from possible disruption to our operations resulting from the spin-off, the potential impact of the spin-off and related transactions on our credit rating, as well as those factors set forth in “Risk Factors.” There may be other risks and uncertainties that we are unable to predict at this time or that we currently do not expect to have a material adverse effect on our business. Any such risks could cause our results to differ materially from those expressed in forward-looking statements.

The forward-looking statements speak only as of the date made and, other than as required by law, we undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

THE SPIN-OFF

Background

In April 2018, LINN Energy announced its intention to separate Riviera from LINN Energy. Following the spin-off of Riviera from LINN Energy, Riviera Resources, Inc. will be an independent reporting company, and eventually a publicly traded company.

As part of the spin-off, LINN Energy will effect an internal reorganization, and Riviera Resources, LLC will convert from a Delaware limited liability company to a Delaware corporation and change its name to Riviera Resources, Inc. In connection with such conversion, all of the membership interests in our company will be converted into shares of common stock in Riviera Resources, Inc. Following the conversion, we will be subject to taxation at the company level.

Following the internal reorganization and conversion, Riviera Resources, Inc. will hold, directly or through its subsidiaries, all of the pre-transaction assets of LINN Energy, other than LINN Energy's 50% equity interest in Roan. See "—Manner of Effecting the Spin-Off—Internal Reorganization."

To complete the spin-off, LINN Energy will distribute to LINN stockholders all of the outstanding shares of Riviera common stock. The distribution will occur on the distribution date, which is expected to be , 2018. Each holder of LINN common stock will receive one share of our common stock for each share of LINN common stock held at 5:00 p.m., Eastern Time, on , 2018, the record date.

After completion of the spin-off:

- Riviera Resources, Inc. (OTC: RVRA) will be an independent oil and gas company with a strategic focus on efficiently operating its mature low-decline assets, developing its growth-oriented assets, and returning capital to stockholders. Riviera will own (i) LINN Energy's legacy properties located in the Hugoton Basin, East Texas, North Louisiana, Michigan/Illinois, the Uinta Basin and Mid-Continent regions, and (ii) Blue Mountain, a midstream company centered in the core of the Merge play in the Anadarko Basin.
- Linn Energy, Inc. (OTCQB: LNGG) will continue to be an independent, publicly traded company and will own a 50% equity interest in Roan, which is focused on the accelerated development of the Merge/SCOOP/STACK play in Oklahoma.

Each holder of LINN common stock will continue to hold his, her or its shares in LINN Energy. No vote of LINN stockholders is required or is being sought in connection with the spin-off, including the internal reorganization, and LINN stockholders will not have any appraisal rights in connection with the spin-off.

The distribution is subject to the satisfaction or waiver of certain conditions. In addition, until the distribution has occurred, the LINN Energy board of directors has the right to not proceed with the distribution, even if all of the conditions are satisfied. See "—Conditions to the Distribution."

Reasons for the Spin-Off

The LINN Energy board of directors believes that the spin-off is in the best interests of LINN Energy and LINN stockholders because the spin-off is expected to provide various benefits, including: (i) enhanced strategic and management focus for each company; (ii) more efficient capital allocation, direct access to capital and expanded growth opportunities for each company; (iii) the ability to implement a tailored approach to recruiting and retaining employees at each company; (iv) improved investor understanding of the business strategy and operating results of each company; and (v) enhanced investor choices by offering investment opportunities in separate entities.

Enhanced Strategic and Management Focus. The spin-off should permit each company to tailor its business strategies to best address market opportunities in its geographic regions. In addition, the spin-off should allow the management of each company to enhance its strategic vision and focus on the core business and growth of each company. The spin-off should provide each company with the flexibility needed to pursue its own goals and serve its own needs.

More Efficient Capital Allocation, Direct Access to Capital and Expanded Growth Opportunities. After the spin-off, each company should be able to access the capital markets directly to fund its growth strategy and to establish a capital structure tailored to its business needs. Each company should be able to allocate capital and make investments as its management determines in order to grow its business.

Tailored Approach to Recruiting and Retaining Employees. After the spin-off, each company should be able to recruit and retain employees with expertise directly applicable to its needs under compensation policies appropriate for its specific business. In particular, following the distribution, the value of equity-based incentive compensation arrangements reflected in each company's stock price should be more closely aligned with the performance of its business. Such equity-based compensation arrangements should also provide enhanced incentives for employee performance and improve the ability of each company to attract, retain and motivate qualified personnel, including management and key employees considered essential to that company's future success.

Improved Investor Understanding. After the spin-off, investors will receive disclosure about our operating results and LINN Energy's operating results on a stand-alone basis, which should enable them to better evaluate the financial performance of each company, as well as each company's strategy within the context of its industry, thereby increasing the likelihood that each company's common stock will be appropriately valued by the market.

Enhanced Investor Choices by Offering Investment Opportunities in Separate Entities. The LINN Energy board of directors believes that Riviera and LINN Energy appeal to different types of investors with different investment goals and risk profiles. After the spin-off, investors will be able to pursue investment goals in either or both companies. In addition, the management of each company will be able to establish goals, implement business strategies and evaluate growth opportunities in light of investor expectations specific to that company's respective business, without undue consideration of investor expectations for the other business. Each company will also be able to focus its public relations efforts on cultivating its own separate identity.

Manner of Effecting the Spin-Off

The general terms and conditions relating to the spin-off will be set forth in the Separation and Distribution Agreement between Riviera Resources, Inc. and Linn Energy, Inc.

Internal Reorganization

In advance of the spin-off, LINN Energy will effect an internal reorganization pursuant to which:

- Linn Energy, Inc. will form a new corporate subsidiary ("New Linn"), which will then form a new limited liability company subsidiary ("Merger Sub");
- Linn Energy, Inc. will merge with and into Merger Sub, with Linn Energy, Inc. disappearing and Merger Sub surviving the merger;
- the current public shareholders of LINN common stock will receive identical common stock in New Linn in the merger, and New Linn will be renamed Linn Energy, Inc.;
- through a series of distributions, Linn Energy, Inc.'s indirect 50% equity interest in Roan will ultimately become held directly by Linn Energy, Inc.;
- through a series of distributions, Linn Energy, Inc.'s indirect 100% equity interest in Riviera Resources, LLC will ultimately become held directly by Linn Energy, Inc.;

- Riviera Resources, LLC will convert from a Delaware limited liability company to a Delaware corporation and change its name to Riviera Resources, Inc., and in connection with such conversion, all of the membership interests in our company will be converted into shares of common stock in Riviera Resources, Inc.; and
- we will enter into a contribution agreement with Linn Energy, Inc. and Merger Sub, pursuant to which Linn Energy, Inc. will contribute to us all of the membership interests in Merger Sub.

Immediately following the above-described internal reorganization, (i) Riviera Resources, Inc. will directly hold 100% of the equity interests in Merger Sub, which will hold all of the pre-transaction assets of LINN Energy, other than LINN Energy's 50% equity interest in Roan Resources LLC; and (ii) Linn Energy, Inc. will hold a 50% equity interest in Roan.

Distribution of Shares of Our Common Stock

Under the Separation and Distribution Agreement, the distribution will be effective as of 5:00 p.m., Eastern Time, on , 2018, the distribution date. As a result of the spin-off, on the distribution date, each holder of LINN common stock will receive one share of our common stock for each share of LINN common stock that he, she or it owns as of 5:00 p.m., Eastern Time, on , 2018, the record date. The actual number of shares to be distributed will be determined based on the number of shares of LINN common stock expected to be outstanding as of the record date. The actual number of shares of Riviera common stock to be distributed will be calculated as of the record date. The shares of Riviera common stock to be distributed by Linn Energy, Inc. will constitute all of the issued and outstanding shares of Riviera common stock immediately prior to the distribution.

On the distribution date, LINN Energy will release the shares of our common stock to our distribution agent to distribute to LINN stockholders. Our distribution agent will credit the shares of our common stock to the book-entry accounts of LINN stockholders established to hold their shares of our common stock. Our distribution agent will send these stockholders a statement reflecting their ownership of our common stock. Book-entry refers to a method of recording stock ownership in our records in which no physical certificates are issued. For stockholders who own LINN common stock through a broker or other nominee, their shares of our common stock will be credited to these stockholders' accounts by the broker or other nominee. It may take the distribution agent up to two weeks to distribute shares of our common stock to LINN stockholders or to their bank or brokerage firm electronically by way of direct registration in book-entry form.

LINN stockholders will not be required to make any payment or surrender or exchange their shares of LINN common stock or take any other action, other than to provide any documentation that may be required as discussed under "Material U.S. Federal Income Tax Consequences of the Spin-Off," to receive their shares of our common stock. No vote of LINN stockholders is required or sought in connection with the spin-off, including the internal reorganization, and LINN stockholders have no appraisal rights in connection with the spin-off.

LINN stockholders may be asked to provide documentation indicating that distributions to them are not subject to withholding under FIRPTA, as discussed below. In the event that LINN Energy and/or applicable distribution agents are unable to confirm that a distribution to a particular shareholder is not subject to withholding under FIRPTA, a number of shares may be withheld from distribution and sold, as necessary, to fund applicable withholding requirements. Similarly, LINN Energy and/or applicable distribution agents or brokers may withhold a number of shares from distribution and sell those shares to fund any other withholding requirements that are determined to apply.

Results of the Spin-Off

After the spin-off, we will be an independent reporting company, and eventually a publicly traded company. Immediately following the spin-off, we expect to have approximately record holders of shares of our common stock and approximately shares of our common stock outstanding, based on the number of

record holders and outstanding shares of LINN common stock on , 2018 and assuming each holder of LINN common stock will receive one share of Riviera common stock for each share of LINN common stock. The actual number of shares to be distributed will be determined as of the record date and will reflect any repurchases of shares of LINN common stock and issuances of shares of LINN common stock in respect of awards under Linn Energy, Inc.'s equity-based incentive plans between the date the LINN Energy board of directors declares the dividend for the distribution and the record date for the distribution.

Upon completion of the spin-off, (i) holders of then-outstanding LINN Energy restricted stock units will receive one restricted stock unit with respect to our common stock in respect of each such outstanding LINN Energy restricted stock unit, and (ii) all outstanding but unvested LINN Energy restricted stock units will fully vest, without pro-ration, and be settled in LINN common stock. The Riviera restricted stock units will continue to vest subject to, and in accordance with, the terms applicable to the corresponding LINN Energy restricted stock units and are not subject to acceleration in connection with the spin-off. For information regarding the treatment of equity awards of directors and executive officers of Riviera Resources, Inc., see "Certain Relationships and Related Party Transactions—Agreements with LINN Energy Related to the Spin-Off—Issuance and Grant of Riviera Restricted Stock Units to Certain Related Persons."

Before the spin-off, we will enter into several agreements with LINN Energy to effect the spin-off and provide a framework for our relationship with LINN Energy after the spin-off. These agreements will govern the relationship between us and LINN Energy after completion of the spin-off and provide for the allocation between us and LINN Energy of the assets, liabilities, rights and obligations of LINN Energy. See "Certain Relationships and Related Party Transactions—Agreements with LINN Energy Related to the Spin-Off."

Trading in Riviera Common Stock

There is currently no public market for Riviera common stock. We intend to have our common stock quoted for trading on the OTC Market, where we expect to qualify as an SEC-reporting company, under the ticker symbol "RVRA". We do not expect that our common stock will trade on or before the distribution date. Trading of shares of our common stock is expected to begin on a date to be determined after the distribution date if and when our trading symbol application with FINRA is approved. We cannot predict the trading prices for our common stock when trading begins.

Trading On or Prior to the Distribution Date

We also anticipate that FINRA will set an "ex-distribution date" for our common stock as the first business day following the distribution date; however, we can provide no assurance as to the ex-distribution date that FINRA will ultimately set. If you hold shares of LINN common stock as of the record date for the distribution and choose to sell those shares after the record date for the distribution and on or before the distribution date, you will also be selling the right to receive the shares of Riviera common stock in connection with the spin-off (assuming that FINRA sets an ex-distribution date of the first business day following the distribution date).

Conditions to the Distribution

We expect that the distribution will be effective as of 5:00 p.m., Eastern Time, on , 2018, the distribution date. The distribution is subject to the satisfaction, or waiver by Linn Energy, Inc., of the following conditions:

- the final approval of the distribution by the LINN Energy board of directors, which approval may be given or withheld in its absolute and sole discretion;
- the Separation and Distribution Agreement and the ancillary agreements contemplated by the Separation and Distribution Agreement shall have been executed by each party to those agreements;
- all conditions precedent to the Credit Facility Amendment necessary to effectuate the spin-off shall have been satisfied or waived in accordance with its terms;

- our Registration Statement on Form S-1, of which this prospectus forms a part, shall have been declared effective by the SEC, with no stop order in effect with respect thereto, and no proceedings to suspend the effectiveness thereof pending before or threatened by the SEC;
- prior to the distribution date, this prospectus shall have been mailed to the LINN stockholders as of the record date;
- all material governmental approvals and other consents necessary to consummate the spin-off or any portion thereof shall have been obtained and be in full force and effect; and
- no order, injunction or decree issued by any governmental entity of competent jurisdiction or other legal restraint or prohibition preventing the consummation of all or any portion of the spin-off shall be in effect, and no other event shall have occurred or failed to occur that prevents the consummation of all or any portion of the spin-off.

We are not aware of any material U.S. federal, non-U.S. or state regulatory requirements that must be complied with or any material approvals that must be obtained, other than compliance with the rules and regulations of the SEC, approval of our application to be quoted on the OTC Market by FINRA, and the declaration of effectiveness of the Registration Statement on Form S-1, of which this prospectus forms a part, by the SEC, in connection with the distribution. LINN Energy and Riviera cannot assure you that any or all of these conditions will be met and Linn Energy, Inc. may waive any of the conditions to the distribution. In addition, until the distribution has occurred, the LINN Energy board of directors has the right to not proceed with the distribution, even if all of the conditions are satisfied. In the event that the LINN Energy board of directors determines to waive a material condition to the distribution, to modify a material term of the distribution or not to proceed with the distribution, LINN Energy intends to promptly issue a press release or other public announcement and file a Current Report on Form 8-K to report such event.

Reasons for Filing this Prospectus

This prospectus is being filed solely to provide information to LINN stockholders that are entitled to receive shares of Riviera common stock in the spin-off. This prospectus is not, and is not to be construed as, an inducement or encouragement to buy, hold or sell any of our securities or any securities of LINN Energy. We believe that the information in this prospectus is accurate as of the date set forth on the cover. Changes may occur after that date and neither LINN Energy nor we undertake any obligation to update the information except in the normal course of our respective public disclosure obligations.

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE SPIN-OFF

The following is a summary of the material U.S. federal income tax consequences to the holders of shares of LINN common stock in connection with the spin-off. This summary is based on the Internal Revenue Code of 1986 (the "Code"), the regulations of the U.S. Department of the Treasury ("Treasury regulations") promulgated thereunder, and judicial and administrative interpretations thereof, all as in effect as of the date of this prospectus, and all of which are subject to differing interpretations and may change at any time, possibly with retroactive effect. Any such change could affect the tax consequences described below. This summary assumes that the spin-off will be consummated in accordance with the Separation and Distribution Agreement and as described in this prospectus.

For purposes of this summary, a "U.S. Holder" is a beneficial owner of LINN common stock that is, for U.S. federal income tax purposes:

- an individual who is a citizen or a resident of the United States;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized under the laws of the United States or any state thereof or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust (i) with respect to which a court within the United States is able to exercise primary jurisdiction over its administration and one or more U.S. persons have the authority to control all of its substantial decisions, or (ii) that has a valid election in place under applicable Treasury regulations to be treated as a U.S. person.

For purposes of this summary, a "Non-U.S. Holder" means a beneficial owner of shares of LINN common stock that is neither a U.S. Holder nor a partnership (or other entity treated as a partnership) for U.S. federal income tax purposes.

This summary does not discuss all tax considerations that may be relevant to LINN stockholders in light of their particular circumstances, nor does it address the consequences to LINN stockholders subject to special treatment under the U.S. federal income tax laws, such as:

- persons acting as nominees or otherwise not as beneficial owners;
- dealers or traders in securities or currencies;
- broker-dealers;
- traders in securities that elect to use the mark-to-market method of accounting;
- tax-exempt entities;
- cooperatives;
- banks, trusts, financial institutions or insurance companies;
- persons who acquired shares of LINN common stock pursuant to the exercise of employee stock options or otherwise as compensation;
- stockholders who own, or are deemed to own, at least 10% or more, by voting power or value, of Linn Energy, Inc. equity;
- holders owning LINN common stock as part of a position in a straddle or as part of a hedging, conversion, constructive sale, synthetic security, integrated investment, or other risk reduction transaction for U.S. federal income tax purposes;
- regulated investment companies;

- REITs;
- former citizens or former long-term residents of the United States or entities subject to Section 7874 of the Code;
- holders who are subject to the alternative minimum tax; or
- pass-through entities (such as entities treated as partnerships for U.S. federal income tax purposes).

This summary does not address the U.S. federal income tax consequences to LINN stockholders who do not hold shares of LINN common stock as a capital asset within the meaning of Section 1221 of the Code. Moreover, this summary does not address any state, local or non-U.S. tax consequences, or any federal tax other than U.S. federal income tax consequences (such as estate or gift tax consequences or the Medicare tax on certain investment income).

If a partnership (or any other entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds shares of LINN common stock, the tax treatment of a partner in that partnership generally will depend on the status of the partner and the activities of the partner and the partnership. Such a partner or partnership is urged to consult its tax advisor as to the U.S. federal income tax consequences of the spin-off.

WE URGE YOU TO CONSULT WITH YOUR TAX ADVISOR AS TO THE SPECIFIC U.S. FEDERAL, STATE AND LOCAL, AND NON-U.S. TAX CONSEQUENCES OF THE SPIN-OFF IN LIGHT OF YOUR PARTICULAR CIRCUMSTANCES.

Treatment of the Distribution

The receipt of our common stock by holders of LINN common stock is expected to be taxable for U.S. federal income tax purposes.

Consequences to U.S. Holders

A U.S. Holder receiving our shares in the distribution will be treated as receiving a distribution to the extent of the fair market value of the shares received on the distribution date. That distribution will be treated as taxable dividend income to the extent of such U.S. Holder's ratable share of LINN Energy's current and accumulated earnings and profits, if any (including any additional earnings and profits recognized by LINN Energy as a result of the distribution). Any amount that exceeds LINN Energy's earnings and profits will be treated first as a tax-free return of capital to the extent of the U.S. Holder's adjusted tax basis in its shares of LINN common stock (thus reducing such adjusted tax basis) with any remaining amounts being treated as capital gain. Such capital gain will be long term capital gain if the holder's holding period for the shares of LINN common stock exceeded one year at the distribution date. Any such taxable dividend income and capital gain should be included in the U.S. Holder's income in the taxable year in which the distribution is received.

A U.S. holder's tax basis in shares of our common stock received in the distribution generally will equal the fair market value of such shares on the distribution date, and the holding period for such shares will begin the day after the distribution date. The holding period for the holder's shares of LINN common stock will not be affected by the fact that the distribution was taxable, and the adjusted tax basis in such shares will be affected to the extent described in the preceding paragraph. Corporate U.S. Holders may be entitled to a dividends-received deduction with respect to the distribution for U.S. federal income tax purposes, subject to limitations and requirements. Corporate U.S. Holders should be aware that under certain circumstances, a corporation that receives an "extraordinary dividend" (as defined in Section 1059 of the Code) is required to (i) reduce its tax basis (but not below zero) by the portion of such dividend that is not taxed because of the dividends received deduction and (ii) treat the non-taxed portion of such dividend as gain from the sale or exchange of LINN common stock for the taxable year in which such dividend is received (to the extent that the non-taxed portion of such dividend exceeds such holder's tax basis).

Individual and certain other non-corporate U.S. holders may qualify for preferential rates of taxation with respect to their taxable dividend income, provided that a minimum holding period and other requirements are satisfied. Such U.S. holders who receive an "extraordinary dividend" will be required to treat any losses on the sale of LINN common stock as long-term capital losses to the extent such taxable dividend income received by them qualifies for preferential rates of taxation.

U.S. holders should consult their tax advisors with respect to the potential application of the extraordinary dividend rules to the distribution of shares of our common stock.

Consequences to Non-U.S. Holders

Each Non-U.S. Holder will be treated as receiving a taxable distribution in an amount equal to the fair market value on the date of the distribution of our common stock received. This distribution generally would be treated first as a taxable dividend to the extent of the Non-U.S. Holder's pro rata share of LINN Energy's current and accumulated earnings and profits (as determined for U.S. federal income tax purposes), then as a non-taxable return of capital to the extent of the Non-U.S. Holder's basis in the LINN common stock, and finally as capital gain from the sale or exchange of LINN common stock with respect to any remaining value.

Ordinary Dividends

Even if a Non-U.S. Holder is eligible for a lower treaty rate, dividend payments will generally be subject to withholding at a 30% rate (rather than the lower treaty rate) unless the Non-U.S. Holder provides a valid IRS Form W-8BEN or W-8BEN-E (or applicable successor form) certifying such holder's qualification for the reduced rate. If a Non-U.S. Holder holds the stock through a financial institution or other intermediary, the Non-U.S. Holder will be required to provide appropriate documentation to the intermediary, which then will be required to provide certification to the applicable withholding agent, either directly or through other intermediaries. Non-U.S. Holders who do not timely provide the applicable withholding agent with the required certification, but who qualify for a reduced treaty rate, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS.

Subject to the discussions below regarding backup withholding, if the common stock distributed to a Non-U.S. Holder in the distribution is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment in the United States to which such dividends are attributable), the Non-U.S. Holder will be exempt from U.S. federal withholding tax. To claim the exemption, the Non-U.S. Holder must furnish to the applicable withholding agent a valid IRS Form W-8ECI (or applicable successor form), certifying that the dividends are effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States. If the common stock received by a Non-U.S. Holder in the distribution is effectively connected with the Non-U.S. Holder's U.S. trade or business (and, if required by an applicable income tax treaty, attributable to a permanent establishment maintained by the Non-U.S. Holder in the United States), the fair market value on the date of the distribution of the common stock distributed (including any common stock withheld in respect of U.S. federal withholding tax) generally will be subject to U.S. federal income tax on a net income basis in the same manner as if such holder were a U.S. Holder. A Non-U.S. Holder that is a corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) of all or a portion of its effectively connected earnings and profits for the taxable year.

Any withholding tax with respect to the distribution must be remitted in cash to the IRS. A Non-U.S. Holder's broker or other applicable withholding agent may obtain the funds necessary to remit such withholding tax by selling (on the Non-U.S. Holder's behalf) shares of our common stock that such Non-U.S. Holder would otherwise receive in the distribution. Such holder may bear brokerage or other costs for this withholding procedure. A Non-U.S. Holder may seek a refund from the IRS of any amounts withheld if it is subsequently determined that the amounts withheld exceeded the holder's U.S. tax liability for the year in which the distribution occurred.

Non-Dividend Distributions

To the extent that the distribution is treated as capital gain from the sale or exchange of LINN common stock, such gain generally will not be subject to U.S. federal income tax unless (i) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States (and, if an income tax treaty applies, the gain is generally attributable to the U.S. permanent establishment maintained by such Non-U.S. Holder), (ii) in the case of gain realized by a Non-U.S. Holder that is an individual, such Non-U.S. Holder is present in the United States for 183 days or more in the taxable year of the sale and certain other conditions are met or (iii) LINN Energy is or has been a United States real property holding corporation ("USRPHC") for U.S. federal income tax purposes and, if the shares are "regularly traded on an established securities market," such Non-U.S. Holder owned, directly or indirectly, at any time during the five-year period ending on the date of the distribution, more than 5% of the shares of LINN common stock and such Non-U.S. Holder is not eligible for any treaty exemption. The shares will be considered "regularly traded" if they are traded on an established securities market located in the United States and are regularly quoted by brokers or dealers making a market in the Shares.

With respect to item (iii) above, LINN Energy believes it has been, is, and at the time of the distribution will be, a United States real property holding corporation for U.S. federal income tax purposes. In addition, although not free from doubt, we believe that our shares currently should be considered to be regularly traded. Assuming such treatment is respected, the Non-U.S. Holder will be taxable on gain recognized on the distribution only if the Non-U.S. Holder directly or indirectly holds or has held more than 5% of the shares of LINN Energy at any time during the applicable period described in item (iii) above and such Non-U.S. Holder is not eligible for any treaty exemption.

If LINN Energy is a USRPHC, the portion of the distribution that is in excess of of the sum of (1) the Non-U.S. Holder's proportionate share of LINN Energy's earnings and profits, plus (2) the Non-U.S. Holder's basis in its LINN Energy stock, will be taxed under the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA"). Any gain or loss on the distribution of the shares would be taken into account as if it were effectively connected with the conduct by the non-U.S. holder of a trade or business within the United States, and any such gain generally would be taxable to the Non-U.S. Holder at U.S. federal income tax rates applicable to capital gains. The collection of the tax would be enforced by a withholding at a rate of 15% of the amount by which the distribution exceeds the stockholder's share of LINN Energy's earnings and profits. We expect this withholding requirement to be satisfied by the applicable withholding agent's (which may be LINN Energy or another party) sale of a sufficient number of shares of our common stock to fund such withholding. Additionally, in order to ensure compliance with the FIRPTA withholding requirements, prior to releasing our stock to any Holder, the applicable withholding agent may require each Holder to confirm that they are not subject to FIRPTA withholding, either because they are not a Non-U.S. Holder or because they are a Non-U.S. Holder that is not subject to FIRPTA withholding because they own 5% or less of LINN Energy's stock and have never owned more than 5% of LINN Energy's stock during a specified period of time.

A Non-U.S. Holder should consult its tax advisor regarding its entitlement to benefits and the various rules under applicable tax treaties.

Tax Consequences to LINN Energy

Any corporate-level income tax incurred on the distribution will be the joint and several liability of LINN Energy and us. Under the terms of the Tax Matters Agreement, we will be obligated to indemnify LINN Energy with respect to such liability. Pursuant to the terms of the Tax Matters Agreement, a Section 336(e) election may be made with respect to the distribution.

Information Reporting and Backup Withholding

In general, the fair market value of our common stock received by U.S. Holders in the distribution will be reported to the IRS unless the holder is an exempt recipient. Backup withholding, at a rate of 28% may apply unless the U.S. Holder (1) is an exempt receipt or (2) provides a certificate (generally on an IRS Form W-9)

containing the holder's name, address, correct federal taxpayer identification number and statement that the holder is a U.S. person and is not subject to backup withholding.

Any backup withholding tax with respect to the distribution must be remitted in cash to the IRS. A U.S. Holder's broker or other applicable withholding agent may obtain the funds necessary to remit such withholding tax by selling (on the U.S. Holder's behalf) shares of our common stock that such U.S. Holder would otherwise receive in the distribution. Such holder may bear brokerage or other costs for this withholding procedure. A Non-U.S. Holder will not be subject to backup withholding with respect to the common stock received in the distribution, provided the holder certifies its non-U.S. status, such as by providing a valid IRS Form W-8BEN or W-8ECI or W-8BEN-E, or otherwise establishes an exemption. However, information returns will be filed with the IRS in connection with the common stock received by a non-U.S. Holder in the distribution, regardless of whether any tax was actually withheld. Copies of these information returns may also be made available under the provisions of a specific treaty or agreement to the tax authorities of the country in which the Non-U.S. Holder resides or is established.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or credit against a holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

Foreign Account Tax Compliance Act

Withholding taxes may also apply to certain types of payments made to "foreign financial institutions" (as defined in the Code) and certain other non-U.S. entities (including payments to U.S. stockholders that hold shares of our common stock through such a foreign financial institution or non-U.S. entity). Specifically, a 30% withholding tax may be imposed on dividends on, and gross proceeds from the sale or other disposition of, stock paid to a foreign financial institution or to a non-financial foreign entity, unless (i) the foreign financial institution undertakes certain diligence and reporting, (ii) the non-financial foreign entity either certifies it does not have any substantial U.S. owners or furnishes identifying information regarding each substantial U.S. owner, or (iii) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements in clause (i) above, in order to avoid the imposition of such withholding, it must enter into an agreement with the U.S. Department of the Treasury requiring, among other things, that it undertake to identify accounts held by certain U.S. persons or U.S.-owned foreign entities, annually report certain information about such accounts to the IRS (or, in some cases, local tax authorities), and withhold 30% on payments it makes to non-compliant foreign financial institutions and certain other account holders. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing these provisions may be subject to different rules. Under the applicable Treasury Regulations and IRS guidance, the withholding provisions described above generally (i) apply to payments of dividends, and (ii) will apply to payments of gross proceeds from a sale or other disposition of our capital stock on or after January 1, 2019. You should consult your tax advisor regarding these withholding provisions.

THE FOREGOING IS A SUMMARY OF THE MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE DISTRIBUTION TO HOLDERS OF LINN COMMON STOCK UNDER CURRENT LAW. THE FOREGOING DOES NOT PURPORT TO ADDRESS ALL U.S. FEDERAL INCOME TAX CONSEQUENCES OR TAX CONSEQUENCES THAT MAY ARISE UNDER THE TAX LAWS OR THAT MAY APPLY TO PARTICULAR CATEGORIES OF HOLDERS. EACH HOLDER OF LINN COMMON STOCK SHOULD CONSULT ITS OWN TAX ADVISOR AS TO THE PARTICULAR TAX CONSEQUENCES OF THE DISTRIBUTION TO SUCH HOLDER, INCLUDING THE APPLICATION OF U.S. FEDERAL, STATE, LOCAL AND FOREIGN TAX LAWS, AND THE EFFECT OF POSSIBLE CHANGES IN TAX LAWS THAT MAY AFFECT THE TAX CONSEQUENCES DESCRIBED ABOVE.

USE OF PROCEEDS

We will not receive any proceeds from the distribution of our common stock in the spin-off.

DETERMINATION OF OFFERING PRICE

No consideration will be paid for the shares of our common stock in the spin-off.

DIVIDEND POLICY

We do not intend, following the spin-off, to pay cash dividends on our common stock in the foreseeable future. We currently intend to retain any earnings for the future operation and development of our business, including exploration, development and acquisition activities. Any decision to declare and pay dividends will be made at the sole discretion of our board of directors and will depend on, among other things, our results of operations, cash requirements, financial condition, contractual restrictions and other factors that our board of directors may deem relevant. There can be no assurance that a payment of a dividend will occur in the future. Any future payment of cash dividends would be subject to the restrictions in the Revolving Credit Facility.

CAPITALIZATION

The following table sets forth the cash, cash equivalents and capitalization of Riviera as of March 31, 2018 on a historical basis and on a pro forma basis to give effect to the spin-off and the related transactions, as if they occurred on March 31, 2018. Explanation of the pro forma adjustments made to the audited and unaudited consolidated and combined financial statements can be found under the section titled "Unaudited Pro Forma Condensed Consolidated and Combined Financial Information." The following table should be reviewed in conjunction with the sections titled "Unaudited Pro Forma Condensed Consolidated and Combined Financial Information" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our audited and unaudited consolidated and combined financial statements and related notes thereto included elsewhere in this prospectus.

	March 31, 2018	
(in thousands, except per share amount)	**Actual**	**Pro Forma (1)**
Cash and cash equivalents	$ 227,196	$ 227,196
Long-term debt	—	
Equity		
Net parent company investment	$ 2,001,892	$ —
Common stock, $0.01 par value; shares authorized, shares issued and outstanding, pro forma	—	789
Additional paid in capital	—	1,507,425
Total Capitalization	$ 2,001,892	$ 1,508,214

(1) See the section titled "Unaudited Pro Forma Condensed Consolidated and Combined Financial Information."

SELECTED HISTORICAL CONSOLIDATED AND COMBINED FINANCIAL DATA

The following table presents selected historical financial data of Riviera. Following the spin-off, Riviera will hold, directly or through its subsidiaries, all of the pre-transaction assets of LINN Energy, other than LINN Energy's 50% equity interest in Roan. Riviera will be the financial reporting entity following the consummation of the spin-off.

We derived the selected historical statements of operations data for the ten months ended December 31, 2017, for the two months ended February 28, 2017, and for the years ended December 31, 2016 and 2015, and the selected historical balance sheet data as of December 31, 2017 and 2016, from the audited consolidated and combined financial statements of Riviera included elsewhere in this prospectus. We derived the selected historical statements of operations and cash flow data for the three months ended March 31, 2018, and for the one month ended March 31, 2017, and the selected historical balance sheet data as of March 31, 2018, from the unaudited condensed consolidated and combined financial statements of Riviera included elsewhere in this prospectus. We derived the selected historical statements of operations data for the years ended December 31, 2014 and 2013 and the selected historical balance sheet data as of December 31, 2015, 2014 and 2013 from the unaudited consolidated and combined financial statements of Riviera that are not included in this prospectus. We have prepared our unaudited condensed consolidated and combined financial statements on the same basis as our audited consolidated and combined financial statements and, in our opinion, have included all adjustments, which include only normal recurring adjustments, necessary to present fairly in all material respects our financial position and results of operations.

This selected historical consolidated and combined financial data is not necessarily indicative of our future performance and does not necessarily reflect what our financial position and results of operations would have been had we been operating as an independent, publicly traded company during the periods presented, including changes that will occur in our operations and capitalization as a result of the spin-off from LINN Energy. For example, our historical consolidated and combined financial statements include certain costs that may not be representative of the future costs we will incur as an independent, public company. In addition, our historical consolidated and combined financial statements include our historical 50% equity interest in Roan, which will be retained by LINN Energy following the spin-off.

The selected historical consolidated and combined financial data below should be read together with the audited and unaudited consolidated and combined financial statements of Riviera, including the notes thereto, and the sections titled "Capitalization," "Unaudited Pro Forma Condensed Consolidated and Combined Financial Information," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Description of Material Indebtedness" and the other financial information included elsewhere in this prospectus included elsewhere in this prospectus.

(in thousands)	Successor			Predecessor				
	Three Months Ended March 31, 2018	Ten Months Ended December 31, 2017	One Month Ended March 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	2015	2014	2013
Statements of operations data:								
Revenues and other:								
Oil, natural gas and natural gas liquids sales	$ 136,876	$ 709,363	$ 80,325	$ 188,885	$ 874,161	$ 1,065,795	$ 2,305,573	$ 2,022,916
Gains (losses) on oil and natural gas derivatives	(15,030)	13,533	(11,959)	92,691	(164,330)	1,027,014	1,127,395	182,906
Marketing revenues	46,267	82,943	2,914	6,636	36,505	43,876	84,349	53,772
Other revenues	5,894	20,839	2,028	9,915	93,308	97,771	114,366	44,840
	174,007	826,678	73,308	298,127	839,644	2,234,456	3,631,683	2,304,434
Expenses:								
Lease operating expenses	47,884	208,446	24,630	49,665	296,891	352,077	441,094	356,715
Transportation expenses	19,094	113,128	13,723	25,972	161,574	167,023	165,489	125,864
Marketing expenses	41,755	69,008	2,539	4,820	29,736	35,278	81,210	36,259
General and administrative expenses	44,779	117,347	10,408	71,745	237,841	285,996	274,006	235,870
Exploration costs	1,202	3,137	55	93	4,080	9,473	125,037	5,251
Depreciation, depletion and amortization	28,465	133,711	17,847	47,155	342,614	513,508	758,996	809,608
Impairment of long-lived assets	—	—	—	—	165,044	5,024,944	2,050,387	828,317
Taxes, other than income taxes	8,452	47,553	7,077	14,877	67,644	97,683	168,986	136,501
(Gains) losses on sale of assets and other, net	(106,075)	(623,072)	484	829	16,257	(194,805)	(487,146)	3,674
	85,556	69,258	76,763	215,156	1,321,681	6,291,177	3,578,059	2,538,059
Other income and (expenses):								
Interest expense, net of amounts capitalized	(404)	(12,380)	(4,200)	(16,725)	(184,870)	(456,749)	(496,210)	(413,581)
Gain (loss) on extinguishment of debt	—	—	—	—	—	708,050	—	(5,304)
Earnings from equity method investments	25,345	11,840	39	157	699	685	140	969
Other, net	(170)	(6,233)	(388)	(149)	(2,345)	(13,988)	(15,170)	(8,449)
	24,771	(6,773)	(4,549)	(16,717)	(186,516)	237,998	(511,240)	(426,365)
Reorganization items, net	(1,951)	(8,533)	(2,565)	2,521,137	336,120	—	—	—
Income (loss) from continuing operations before income taxes	111,271	742,114	(10,569)	2,587,391	(332,433)	(3,818,723)	(457,616)	(659,990)
Income tax expense (benefit)	40,332	389,914	(4,446)	(166)	11,300	(6,307)	4,368	(2,199)
Income (loss) from continuing operations	70,939	352,200	(6,123)	2,587,557	(343,733)	(3,812,416)	(461,984)	(657,791)
Income (loss) from discontinued operations, net of income taxes	—	82,995	457	(548)	(18,354)	9,586	(12,381)	(12,849)
Net income (loss)	$ 70,939	$ 435,195	$ (5,666)	$ 2,587,009	$ (362,087)	$ (3,802,830)	$ (474,365)	$ (670,640)

(in thousands)	Successor			Predecessor		
	Three Months Ended March 31, 2018	Ten Months Ended December 31, 2017	One Month Ended March 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Cash flow data:						
Net cash provided by (used in):						
Operating activities	$ 50,866	$ 231,021	$ 17,763	$ 152,714	$ 875,306	$1,127,700
Investing activities	160,260	1,257,352	(22,384)	(58,756)	(230,438)	(276,023)
Financing activities	(427,589)	(1,111,473)	(48,595)	(437,730)	(164,150)	(850,886)

(in thousands)	Pro Forma	Successor		Predecessor	
	March 31, 2018	March 31, 2018	December 31, 2017	December 31, 2016	December 31, 2015
Balance sheet data:					
Total assets	$1,978,542	$2,472,220	$ 2,868,125	$ 4,444,151	$ 6,018,375
Current portion of long-term debt, net	—	—	—	1,937,729	2,841,518
Long-term debt, net	—	—	—	—	4,447,308
Liabilities subject to compromise	—	—	—	4,280,005	—
Total equity (deficit)	1,508,214	2,001,892	2,339,046	(2,587,009)	(2,110,804)

	Successor			Predecessor		
	Three Months Ended March 31, 2018	Ten Months Ended December 31, 2017	One Month Ended March 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Production data:						
Average daily production—Continuing operations:						
Natural gas (MMcf/d)	266	386	496	495	511	549
Oil (MBbls/d)	8.5	17.8	20.8	20.2	22.1	27.4
NGL (MBbls/d)	14.1	20.5	23.1	21.4	25.4	25.6
Total (MMcfe/d)	401	616	759	745	796	867
Average daily production—Equity method investments: (1)						
Total (MMcfe/d)	113	30	—	—	—	—
Average daily production—Discontinued operations: (2)						
Total (MMcfe/d)	—	14	29	30	32	30

	Successor	Predecessor	
	December 31, 2017	December 31, 2016	December 31, 2015
Reserves data: (3)			
Proved reserves—Continuing operations:			
Natural gas (Bcf)	1,377	2,290	2,212
Oil (MMBbls)	27	73	74
NGL (MMBbls)	72	104	97
Total (Bcfe)	1,968	3,350	3,240
Proved reserves—Equity method investments: (1)			
Total (Bcfe)	694	—	—
Proved reserves—Discontinued operations:			
Total (Bcfe)	—	170	195

(1) Represents the Company's historical 50% equity interest in Roan, which will be retained by LINN Energy following the spin-off.
(2) Production of the Company's California properties reported as discontinued operations for 2017 is for the period from January 1, 2017 through July 31, 2017.

(3) In accordance with Securities and Exchange Commission regulations, reserves were estimated using the average price during the 12-month period, determined as an unweighted average of the first-day-of-the-month price for each month, excluding escalations based upon future conditions. The average price used to estimate reserves is held constant over the life of the reserves.

In presenting the financial data above in conformity with U.S. generally accepted accounting principles "(U.S. GAAP"), we are required to make estimates and assumptions that affect the amounts reported. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies," for a detailed discussion of the accounting policies that we believe require subjective and complex judgments that could potentially affect reported results.

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED AND COMBINED FINANCIAL INFORMATION

Unless otherwise indicated or the context otherwise requires, references herein to "Riviera Resources, Inc.," "Riviera," "we," "our," "us," the "Company" and "our company" refer (i) prior to the consummation of our internal reorganization described under "The Spin-Off—Manner of Effecting the Spin-Off—Internal Reorganization," to Linn Energy, Inc. and its consolidated subsidiaries, and (ii) after the consummation of such internal reorganization, to Riviera Resources, Inc. and its consolidated subsidiaries. Unless otherwise indicated or the context otherwise requires, references herein to "LINN Energy" and "Parent" refer to Linn Energy, Inc. and its consolidated subsidiaries. References to "Successor" herein refer to the Company in periods subsequent to LINN Energy's emergence from bankruptcy and references to "Predecessor" herein refer to the Company in periods prior to LINN Energy's emergence from bankruptcy.

In April 2018, Linn Energy announced its intention to separate Riviera from LINN Energy. To effect the separation, Linn Energy, Inc. and certain of its direct and indirect subsidiaries will undertake an internal reorganization, following which Riviera Resources, Inc. will hold, directly or through its subsidiaries, all of the pre-transaction assets of LINN Energy, other than LINN Energy's 50% equity interest in Roan Resources LLC ("Roan"). Upon completion of the internal reorganization, Linn Energy, Inc. will complete the spin-off by distributing to the LINN Energy stockholders all of the issued and outstanding Riviera common stock. Following the spin-off, Riviera Resources, Inc. will be an independent reporting company, and eventually a publicly traded company, and LINN Energy will not retain any ownership interest in Riviera.

The pro forma financial information gives effect to the following:

- ***Separation from LINN Energy***: See "The Spin-Off—Manner of Effecting the Spin-Off" for a description of the transactions that will take place to effect the spin-off of Riviera from LINN Energy. The pro forma condensed consolidated and combined financial statements reflect the spin-off and related transactions, including the elimination of the Company's equity interest in the net assets of Roan.
- ***Roan Contribution***: On August 31, 2017, LINN Energy, through certain of its subsidiaries, completed the transaction in which LINN Energy and Citizen Energy II, LLC ("Citizen") each contributed certain upstream assets located in Oklahoma to a newly formed company, Roan (the "Roan Contribution"). In exchange for their respective contributions, LINN Energy and Citizen each received a 50% equity interest in Roan. The pro forma condensed consolidated and combined statement of operations reflects pro forma adjustments for the disposition of LINN Energy's contributed net assets.
- ***Jonah Assets Sale***: On May 31, 2017, LINN Energy completed the sale of its interest in properties located in western Wyoming to Jonah Energy LLC (the "Jonah Assets Sale"). LINN Energy used the net cash proceeds received of approximately $559 million to repay in full its approximate $294 million term loan as well as repay a portion of the borrowings outstanding under its revolving loan.
- ***Reorganization and Fresh Start Accounting***: On May 11, 2016, Linn Energy, LLC and certain of its direct and indirect subsidiaries (collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the Southern District of Texas. The Debtors' Chapter 11 cases were administered jointly under the caption In re Linn Energy, LLC, et al., Case No. 16-60040. LINN Energy emerged from bankruptcy effective February 28, 2017 (the "Effective Date"). Upon emergence from bankruptcy on February 28, 2017, LINN Energy adopted fresh start accounting which resulted in it becoming a new entity for financial reporting purposes.

The unaudited pro forma condensed consolidated balance sheet gives effect to the spin-off as if it had been completed as of March 31, 2018. The unaudited pro forma condensed consolidated and combined statements of operations gives effect to (i) the spin-off, (ii) the Roan Contribution, (iii) the Jonah Assets Sale, and (iv) LINN Energy's plan of reorganization and fresh start accounting, as if each had been completed as of January 1, 2017.

The unaudited pro forma condensed consolidated and combined financial statements are for informational and illustrative purposes only, are not necessarily indicative of our future performance and do not necessarily reflect what our financial position and results of operations would have been had we been operating as an independent, publicly traded company during the periods presented, including changes that will occur in our operations and capitalization as a result of the spin-off from LINN Energy. The assumptions used and pro forma adjustments derived from such assumptions are based on currently available information, and we believe such assumptions are reasonable under the circumstances. A number of factors may affect our results. See “Risk Factors” and “Cautionary Note About Forward-Looking Statements.”

The assumptions and estimates underlying the adjustments to the unaudited pro forma condensed consolidated and combined financial statements are described in the accompanying notes. The unaudited pro forma condensed consolidated and combined financial information should also be read in conjunction with the sections titled “Capitalization,” “Selected Historical Consolidated and Combined Financial Data,” “Our Business” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” as well as our audited and unaudited consolidated and combined financial statements and notes thereto, which are included elsewhere in this prospectus.

RIVIERA RESOURCES, LLC

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEET

MARCH 31, 2018

(in thousands)

	Riviera Historical	Spin-Off Pro Forma Adjustments		Riviera Pro Forma
ASSETS				
Current assets:				
Cash and cash equivalents	$ 227,196	$ —		$ 227,196
Accounts receivable—trade, net	130,527	—		130,527
Derivative instruments	7,287	—		7,287
Restricted cash	77,263	—		77,263
Other current assets	64,153	—		64,153
Assets held for sale	92,492	—		92,492
Total current assets	598,918	—		598,918
Noncurrent assets:				
Oil and natural gas properties (successful efforts method), net	729,949	—		729,949
Other property and equipment, net	496,752	—		496,752
Derivative instruments	936	—		936
Deferred income taxes	149,179	(10,677)	***(a)***	138,502
Equity method investments	490,503	(483,001)	***(a)***	7,502
Other noncurrent assets	5,983	—		5,983
Total noncurrent assets	1,873,302	(493,678)		1,379,624
Total assets	$2,472,220	$ (493,678)		$1,978,542
LIABILITIES AND EQUITY				
Current liabilities:				
Accounts payable and accrued expenses	$ 262,148	$ —		$ 262,148
Derivative instruments	16,931	—		16,931
Other accrued liabilities	38,946	—		38,946
Liabilities held for sale	42,891	—		42,891
Total current liabilities	360,916	—		360,916
Noncurrent liabilities:				
Derivative instruments	4,682	—		4,682
Other noncurrent liabilities	104,730	—		104,730
Total noncurrent liabilities	109,412	—		109,412
Stockholders' equity				
Net parent company investment	2,001,892	(1,508,214)	***(b)***	—
	—	(493,678)	***(a)***	—
Common stock, $0.01 par value	—	789	***(b)***	789
Additional paid-in capital	—	1,507,425	***(b)***	1,507,425
	2,001,892	(493,678)		1,508,214
Total liabilities and stockholders' capital	$2,472,220	$ (493,678)		$1,978,542

The accompanying notes are an integral part of these pro forma condensed consolidated and combined financial statements.

RIVIERA RESOURCES, LLC

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS

THREE MONTHS ENDED MARCH 31, 2018

(in thousands except for per share amounts)

	Riviera Historical	Spin-Off Pro Forma Adjustments		Riviera Pro Forma	
Revenues and other					
Oil, natural gas and natural gas liquids sales	$ 136,876	$ —		$ 136,876	
Losses on oil and natural gas derivatives	(15,030)	—		(15,030)	
Marketing revenues	46,267	—		46,267	
Other revenues	5,894	—		5,894	
Total current assets	174,007	—		174,007	
Expenses:					
Lease operating expenses	47,884	—		47,884	
Transportation expenses	19,094	—		19,094	
Marketing expenses	41,755	—		41,755	
General and administrative expenses	44,779	—		44,779	
Exploration costs	1,202	—		1,202	
Depreciation, depletion and amortization	28,465	—		28,465	
Impairment of long-lived assets	—	—		—	
Taxes, other than income taxes	8,452	—		8,452	
Gains on sale of assets and other, net	(106,075)	—		(106,075)	
	85,556	—		85,556	
Other income and (expenses):					
Interest expense, net of amounts capitalized	(404)	—		(404)	
Earnings from equity method investments	25,345	(25,124)	***(c)***	221	
Other, net	(170)	—		(170)	
	24,771	(25,124)		(353)	
Reorganization items, net	(1,951)	—		(1,951)	
Income before income taxes	111,271	(25,124)		86,147	
Income tax expense	40,332	(6,070)	***(d)***	34,262	
Net income	$ 70,939	$ (19,054)		$ 51,885	
Net income per share					
Basic				$ 0.66	***(e)***
Diluted				$ 0.65	***(f)***
Weighted average shares outstanding					
Basic				78,925	***(e)***
Diluted				80,282	***(f)***

The accompanying notes are an integral part of these pro forma condensed consolidated and combined financial statements.

RIVIERA RESOURCES, LLC

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED AND COMBINED STATEMENT OF OPERATIONS

YEAR ENDED DECEMBER 31, 2017

(in thousands except for per share amounts)

	Predecessor Two Months Ended February 28, 2017	Successor Ten Months Ended December 31, 2017	Pro Forma Adjustments							
	Riviera Historical	Riviera Historical	Reorganization and Fresh Start Accounting		Jonah Assets Sale		Roan Contribution		Spin-Off		Riviera Pro Forma	
Revenues and other:												
Oil, natural gas and natural gas liquids sales	$ 188,885	$ 709,363	$ —		$ (67,875)	*(l)*	$ (57,155)	*(l)*	$ —		$ 773,218	
Gains on oil and natural gas derivatives	92,691	13,533	—		—		—		—		106,224	
Marketing revenues	6,636	82,943	—		—		—		—		89,579	
Other revenues	9,915	20,839	—		(4)	*(l)*	(2)	*(l)*	—		30,748	
	298,127	826,678	—		(67,879)		(57,157)		—		999,769	
Expenses:												
Lease operating expenses	49,665	208,446	—		(7,992)	*(l)*	(10,155)	*(l)*	—		239,964	
Transportation expenses	25,972	113,128	—		(9,386)	*(l)*	(7,682)	*(l)*	—		122,032	
Marketing expenses	4,820	69,008	—		—		—		—		73,828	
General and administrative expenses	71,745	117,347	(41,998)	*(g)*	—		—		—		147,094	
Exploration costs	93	3,137	—		—		—		—		3,230	
Depreciation, depletion and amortization	47,155	133,711	(11,989)	*(h)*	(16,198)	*(m)*	(8,100)	*(m)*	—		144,579	
Taxes, other than income taxes	14,877	47,553	—		(6,853)	*(l)*	(2,143)	*(l)*	—		53,434	
(Gains) losses on sale of assets and other, net	829	(623,072)	—		276,913	*(n)*	(16,588)	*(n)*	—		(361,918)	
	215,156	69,258	(53,987)		236,484		(44,668)		—		422,243	
Other income and (expenses):												
Interest expense, net of amounts capitalized	(16,725)	(12,380)	9,911	*(i)*	13,725	*(o)*	—		—		(5,469)	
Earnings from equity method investments	157	11,840	—		—		—		(11,330)	*(c)*	667	
Other, net	(149)	(6,233)	—		—		—		—		(6,382)	
	(16,717)	(6,773)	9,911		13,725		—		(11,330)		(11,184)	
Reorganization items, net	2,521,137	(8,533)	(2,512,604)	*(j)*	—		—				—	
Income before income taxes	2,587,391	742,114	(2,448,706)		(290,638)		(12,489)		(11,330)		566,342	
Income tax expense (benefit)	(166)	389,914	44,023	*(k)*	(107,370)	*(k)*	(1,692)	*(k)*	(4,260)	*(k)*	320,449	
Income from continuing operations	$ 2,587,557	$ 352,200	$ (2,492,729)		$ (183,268)		$ (10,797)		$ (7,070)		$ 245,893	
Income from continuing operations per share—Basic											**$ 3.12**	*(e)*
Income from continuing operations per share—Diluted											**$ 3.06**	*(f)*
Weighted average shares outstanding—Basic											**78,925**	*(e)*
Weighted average shares outstanding—Diluted											**80,282**	*(f)*

The accompanying notes are an integral part of these pro forma condensed consolidated and combined financial statements.

Note 1—Basis of Presentation

The unaudited pro forma condensed consolidated balance sheet as of March 31, 2018, is derived from the historical condensed consolidated balance sheet of Riviera, with adjustments to reflect the spin-off.

The unaudited pro forma condensed consolidated statement of operations for the three months ended March 31, 2018 is derived from the historical condensed consolidated statement of operations for Riviera with adjustments to reflect the spin-off.

The unaudited pro forma condensed consolidated and combined statement of operations for the year ended December 31, 2017, is derived from:

- the historical consolidated and combined statements of operations of Riviera;
- adjustments to reflect the spin-off;
- adjustments to reflect the Roan Contribution;
- adjustments to reflect the Jonah Assets Sale; and
- adjustments to reflect LINN Energy's plan of reorganization and fresh start accounting.

The unaudited pro forma condensed consolidated balance sheet gives effect to the spin-off as if it had been completed as of March 31, 2018. The unaudited pro forma condensed consolidated and combined statements of operations gives effect to (i) the spin-off, (ii) the Roan Contribution, (iii) the Jonah Assets Sale, and (iv) LINN Energy's plan of reorganization and fresh start accounting, as if each had been completed as of January 1, 2017. The transactions and events as well as the related adjustments are described below. In the opinion of Riviera's management, all adjustments have been made that are necessary to present fairly, in accordance with Regulation S-X, the unaudited pro forma condensed consolidated and combined financial statements.

As a result of the application of fresh start accounting and the effects of the implementation of the plan of reorganization, the condensed consolidated and combined financial statements on or after February 28, 2017, are not comparable with the condensed consolidated and combined financial statements prior to that date.

The historical consolidated and combined financial statements have been adjusted in the unaudited pro forma condensed consolidated and combined financial statements to give effect to pro forma events that are (1) directly attributable to the transactions and events, (2) factually supportable and (3) with respect to the unaudited pro forma condensed consolidated and combined statements of operations, expected to have a continuing impact on the results following the transactions and events.

Note 2—Description of Transactions

See above for a description of the transactions. The results of operations of the properties contributed to Roan were included in the historical financial statements of Riviera until the date of contribution, August 31, 2017, and subsequent earnings from LINN Energy's equity interest in the net assets of Roan were included in the historical financial statements of Riviera from the date of contribution through December 31, 2017. Results of operations of the properties sold in the Jonah Assets Sale were included in the historical financial statements of Riviera until the date of the sale, May 31, 2017.

Note 3—Pro Forma Adjustments

(a) Reflects a reduction of deferred income taxes, based on an estimated tax rate of approximately 24.2%, and the elimination of the equity method investment in Roan as a result of the spin-off.

(b) Reflects the pro forma recapitalization of equity. As of the distribution date, the net parent investment will be redesignated as stockholders' equity and will be allocated between common stock and additional paid-in

capital. Each holder of LINN common stock will receive one share of Riviera common stock for each share of LINN common stock. Common stock is estimated based on the number of shares of LINN common stock outstanding at May 31, 2018. The actual number of shares of Riviera common stock will be dependent upon the number of shares of LINN common stock outstanding upon distribution.

(c) Reflects the elimination of the equity earnings from Roan recorded subsequent to the Roan Contribution. Following the internal reorganization, Riviera will hold, directly or through its subsidiaries, all of the pre-transaction assets of LINN Energy, other than LINN Energy's 50% equity interest in Roan.

(d) Reflects the adjustments to income tax expense based on an estimated tax rate of approximately 24.2% applied to the related pre-tax pro forma adjustment.

(e) Reflects the number of shares of our common stock used to compute the pro forma basic earnings per share for the three months ended March 31, 2018 and the year ended December 31, 2017, respectively, assuming a distribution ratio of one share of our common stock for every share of LINN common stock outstanding. The number of shares of LINN common stock used to determine the assumed distribution reflects shares of LINN common stock outstanding as May 31, 2018. The actual number of shares of Riviera common stock will be dependent upon the number of shares of LINN common stock outstanding upon distribution.

(f) The number of shares of Riviera common stock used to compute diluted earnings per share is based on LINN Energy's weighted average number of dilutive shares for the three months ended March 31, 2018. The actual number of diluted shares of Riviera common stock will be dependent upon the number of shares of LINN common stock outstanding on the record date as well as the equity awards issued upon distribution.

(g) Reflects the elimination of Effective Date share-based compensation expenses of approximately $50 million, which represent nonrecurring amounts directly attributable to the plan of reorganization and are not expected to have a continuing impact, partially offset by the recognition of approximately $8 million in additional recurring share-based compensation expenses.

(h) Reflects a reduction of depreciation, depletion and amortization expense based on new asset values and useful lives as a result of adopting fresh start accounting as of the Effective Date.

(i) Reflects a reduction of interest expense as a result of the plan of reorganization. As of the Effective Date, borrowings under the Successor's credit facility included a term loan of $300 million and a revolving loan of $600 million, which incurred interest at rates of 8.33% and 4.33% per annum, respectively. The pro forma adjustment to interest expense was calculated as follows:

	Year Ended December 31, 2017
	(in thousands)
Reversal of Predecessor's credit facility and term loan interest expense	$ 15,265
Reversal of amortization of debt costs on Predecessor's credit facility	1,338
Reversal of Predecessor's capitalized interest and other	122
Pro forma term loan interest expense on drawn amounts	(2,484)
Pro forma revolving loan interest expense on drawn amounts	(4,330)
Pro forma adjustments to decrease interest expense	$ 9,911

(j) Reflects the elimination of nonrecurring reorganization items that were directly attributable to the Chapter 11 bankruptcy, which consist of the following:

(in thousands)	Predecessor Two Months Ended February 28, 2017	Successor Ten Months Ended December 31, 2017
Loss on settlement of liabilities subject to compromise	$ 3,914,964	$ —
Recognition of an additional claim for the Predecessor's second lien notes settlement	(1,000,000)	
Fresh start valuation adjustments	(591,525)	—
Income tax benefit related to implementation of the plan of reorganization	264,889	—
Legal and other professional fees	(46,961)	(8,584)
Terminated contracts	(6,915)	—
Other	(13,315)	51
Reorganization items, net	$ 2,521,137	$ (8,533)

(k) The Successor was formed as a C corporation. For federal and state income tax purposes (with the exception of the state of Texas), the Predecessor was a limited liability company treated as a partnership, in which income tax liabilities and/or benefits were passed through to the Predecessor's unitholders. Limited liability companies are subject to Texas margin tax. In addition, certain of the Predecessor's subsidiaries were C corporations subject to federal and state income taxes. As such, with the exception of the state of Texas and certain subsidiaries, the Predecessor did not directly pay federal and state income taxes and recognition was not given to federal and state income taxes for the operations of the Predecessor.

The pro forma adjustments to income tax expense (benefit) reflect the results of the Successor as a C corporation based on an estimated tax rate of 37.6% for the year ended December 31, 2017. As a result of the decrease in the federal statutory tax rate, a tax rate of approximately 24.2% is expected to be applied in future periods.

(l) Reflects the elimination of the revenues and direct operating expenses associated with the Jonah Assets Sale and the Roan Contribution.

(m) Reflects a reduction of depreciation, depletion and amortization expense as a result of the Jonah Assets Sale and the Roan Contribution.

(n) Reflects the net gain of approximately $277 million, net of costs to sell of approximately $6 million, associated with the Jonah Assets Sale and advisory fees of approximately $17 million associated with the Roan Contribution included in the historical statement of operations for the ten months ended December 31, 2017. The net gain and advisory fees are excluded from the pro forma statement of operations as they reflect nonrecurring charges not expected to have a continuing impact.

(o) Reflects a reduction of interest expense as a result of the repayment of debt of approximately $559 million from the net cash proceeds received from the Jonah Assets Sale.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of the financial condition and results of operations of Riviera should be read in conjunction with "Summary —Summary Historical and Unaudited Pro Forma Condensed Consolidated and Combined Financial Data," "Selected Historical Consolidated and Combined Financial Data" and our audited and unaudited consolidated and combined financial statements and related notes that appear elsewhere in this prospectus. In addition to historical consolidated and combined financial information, the following discussion contains forward-looking statements based on expectations, estimates and assumptions. Actual results may differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, market prices for oil, natural gas and NGL, production volumes, estimates of proved reserves, capital expenditures, economic and competitive conditions, credit and capital market conditions, regulatory changes and other uncertainties, as well as those factors set forth in "Cautionary Note About Forward-Looking Statements" and "Risk Factors."

Unless otherwise indicated or the context otherwise requires, references herein to "Riviera Resources, Inc.," "Riviera," "we," "our," "us," the "Company" and "our company" refer (i) prior to the consummation of our internal reorganization described under "The Spin-Off—Manner of Effecting the Spin-Off—Internal Reorganization," to Linn Energy, Inc. and its consolidated subsidiaries, and (ii) after the consummation of such internal reorganization, to Riviera Resources, Inc. and its consolidated subsidiaries. Unless otherwise indicated or the context otherwise requires, references herein to "LINN Energy" and "Parent" refer to Linn Energy, Inc. and its consolidated subsidiaries. References to "Successor" herein refer to the Company in periods subsequent to LINN Energy's emergence from bankruptcy and references to "Predecessor" herein refer to the Company in periods prior to LINN Energy's emergence from bankruptcy.

Following the spin-off, Riviera Resources, Inc. will be a new independent oil and natural gas company with a strategic focus on efficiently operating its mature low-decline assets, developing its growth-oriented assets (including Blue Mountain) and returning capital to stockholders. As part of the spin-off, LINN Energy will effect an internal reorganization, and Riviera Resources, LLC will convert from a Delaware limited liability company to a Delaware corporation and change its name to Riviera Resources, Inc. In connection with such conversion, all of the membership interests in our company will be converted into shares of common stock in Riviera Resources, Inc. Following the conversion, we will be subject to taxation at the company level.

Following the internal reorganization and conversion, Riviera Resources, Inc. will hold, directly or through its subsidiaries, all of the pre-transaction assets of LINN Energy, other than LINN Energy's 50% equity interest in Roan. Riviera will be the financial reporting entity following the consummation of the spin-off.

Linn Energy, Inc. (formerly known as Linn Energy, LLC) is a successor issuer of Linn Energy, LLC pursuant to Rule 15d-5 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). As discussed further in Note 2 of the audited consolidated and combined financial statements included elsewhere in this prospectus, on May 11, 2016 (the "Petition Date"), Linn Energy, LLC and certain of its direct and indirect subsidiaries including subsidiaries of Linn Energy, LLC (collectively, the "Debtors") filed voluntary petitions ("Bankruptcy Petitions") for relief under Chapter 11 of the U.S. Bankruptcy Code ("Bankruptcy Code") in the U.S. Bankruptcy Court for the Southern District of Texas ("Bankruptcy Court"). The Debtors' Chapter 11 cases were administered jointly under the caption In re Linn Energy, LLC, et al., Case No. 16-60040. During the pendency of the Chapter 11 proceedings, the Debtors operated their businesses as "debtors-in-possession" under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of the Bankruptcy Code. LINN Energy emerged from bankruptcy effective February 28, 2017.

The reference to a "Note" herein refers to the accompanying Notes to Consolidated and Combined Financial Statements contained elsewhere in this prospectus.

Executive Overview

We are currently an indirect subsidiary of LINN Energy. After the spin-off is completed, we will be an independent oil and natural gas company with a strategic focus on efficiently operating our mature low-decline assets, developing our growth-oriented assets, and returning capital to stockholders. We will own (i) LINN Energy's legacy properties located in the Hugoton Basin, East Texas, North Louisiana, Michigan/Illinois, the Uinta Basin and Mid-Continent regions, and (ii) Blue Mountain, a midstream company centered in the core of the Merge play in the Anadarko Basin. LINN Energy will not retain any ownership interest in us following the spin-off.

Our properties are located in six operating regions in the United States:

- Hugoton Basin, which includes oil and natural gas properties, as well as the Jayhawk natural gas processing plant, located in Kansas;
- East Texas, which includes oil and natural gas properties producing primarily from the Cotton Valley and Bossier Sandstone;
- North Louisiana, which includes oil and natural gas properties producing primarily from the Cotton Valley Sandstones;
- Michigan/Illinois, which includes properties producing from the Antrim Shale formation located in northern Michigan and oil properties in southern Illinois;
- Uinta Basin, which includes non-operated properties located in the Dunkards Wash field in Utah (which was included in the Company's previous Rockies operating region); and
- Mid-Continent, which includes properties in the Northwest STACK in northwestern Oklahoma, the Arkoma STACK located in southeastern Oklahoma, and various other oil and natural gas producing properties throughout Oklahoma, as well as the Chisholm Trail midstream business located in the Merge/SCOOP/STACK play.

For a discussion of our operating regions, see "Business."

For the three months ended March 31, 2018, our results included the following:

- oil, natural gas and NGL sales of approximately $137 million compared to $80 million and $189 million for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively;
- average daily production of approximately 401 MMcfe/d compared to 759 MMcfe/d and 745 MMcfe/d for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively;
- net income of approximately $71 million compared to a net loss of approximately $6 million and net income of approximately $2.6 billion for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively;
- net cash provided by operating activities from continuing operations of approximately $51 million compared to approximately $15 million and $144 million for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively;
- capital expenditures of approximately $67 million compared to approximately $19 million and $46 million for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively; and
- five wells drilled (all successful) compared to 27 wells drilled (all successful) for the three months ended March 31, 2017.

For the year ended December 31, 2017, our results included the following:

- oil, natural gas and NGL sales of approximately $709 million and $189 million for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, compared to $874 million for 2016;
- average daily production of approximately 616 MMcfe/d and 745 MMcfe/d for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, compared to 796 MMcfe/d for 2016;
- net income of approximately $435 million and $2.6 billion for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, compared to net loss of approximately $362 million for 2016;
- net cash provided by operating activities from continuing operations of approximately $215 million and $144 million for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, compared to net cash provided by operating activities of approximately $832 million for 2016;
- capital expenditures of approximately $299 million and $46 million for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, compared to $172 million for 2016; and
- 90 wells drilled (all successful) compared to 212 wells drilled (211 successful) for 2016.

Factors Affecting Comparability of Results of Operations

Predecessor and Successor Reporting

As a result of the application of fresh start accounting (see Note 3 to the audited consolidated and combined financial statements and Note 2 to the unaudited condensed consolidated and combined financial statements), our consolidated and combined financial statements and certain note presentations are separated into two distinct periods, the period before February 28, 2017 (the “Effective Date”) (labeled Predecessor) and the period after that date (labeled Successor), to indicate the application of a different basis of accounting between the periods presented. Despite this separate presentation, there was continuity of our operations.

Chapter 11 Proceedings

On the Petition Date, the Debtors filed Bankruptcy Petitions for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court. The Debtors’ Chapter 11 cases were administered jointly under the caption In re Linn Energy, LLC, et al., Case No. 16-60040.

On December 3, 2016, the Debtors filed the Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and Its Debtor Affiliates Other Than Linn Acquisition Company, LLC (“LAC”) and Berry Petroleum Company, LLC (the “Plan”). The Debtors subsequently filed amended versions of the Plan with the Bankruptcy Court.

On December 13, 2016, LAC and Berry filed the Amended Joint Chapter 11 Plan of Reorganization of Linn Acquisition Company, LLC and Berry Petroleum Company, LLC (the “Berry Plan” and together with the Plan, the “Plans”). LAC and Berry subsequently filed amended versions of the Berry Plan with the Bankruptcy Court.

On January 27, 2017, the Bankruptcy Court entered an order approving and confirming the Plans (the “Confirmation Order”). On the Effective Date, the Debtors satisfied the conditions to effectiveness of the respective Plans, the Plans became effective in accordance with their respective terms and LINN Energy and Berry emerged from bankruptcy as stand-alone, unaffiliated entities.

Plan of Reorganization

In accordance with the Plan, on the Effective Date:

- The Predecessor transferred all of its assets, including equity interests in its subsidiaries, other than LAC and Berry, to Linn Energy Holdco II, LLC ("Holdco II"), a newly formed wholly owned subsidiary of the Predecessor and the borrower under the credit agreement (as amended, the "Successor Credit Facility") entered into in connection with the reorganization, in exchange for equity interests in Holdco II and the issuance of interests in the Successor Credit Facility to certain of the Predecessor's creditors in partial satisfaction of their claims (the "Contribution"). Immediately following the Contribution, the Predecessor transferred equity interests in Holdco II to the Successor in exchange for approximately $530 million in cash, an amount of equity securities in the Successor not to exceed 49.90% of the outstanding equity interests of the Successor, which the Predecessor distributed to certain of its creditors in satisfaction of their claims, and the Successor's agreement to honor certain obligations of the Predecessor under the Plan. In connection with this transfer, certain entities composing the Successor guaranteed the Successor Credit Facility. Contemporaneously with the reorganization transactions and pursuant to the Plan, (i) LAC assigned all of its rights, title and interest in the membership interests of Berry to Berry Petroleum Corporation, (ii) all of the equity interests in LAC and the Predecessor were canceled and (iii) LAC and the Predecessor commenced liquidation, which is expected to be completed following the resolution of the respective companies' outstanding claims.
- The holders of claims under the Predecessor's Sixth Amended and Restated Credit Agreement ("Predecessor Credit Facility") received a full recovery, consisting of a cash paydown and their pro rata share of the $1.7 billion Successor Credit Facility. As a result, all outstanding obligations under the Predecessor Credit Facility were canceled.
- Holdco II, as borrower, entered into the Successor Credit Facility with the holders of claims under the Predecessor Credit Facility, as lenders, and Wells Fargo Bank, National Association, as administrative agent, providing for a new reserve-based revolving loan with up to $1.4 billion in borrowing commitments and a new term loan in an original principal amount of $300 million.
- The holders of the Company's 12.00% senior secured second lien notes due December 2020 (the "Second Lien Notes") received their pro rata share of (i) 17,678,889 shares of LINN common stock; (ii) certain rights to purchase shares of LINN common stock in the rights offerings, as described below; and (iii) $30 million in cash. The holders of the Company's 6.50% senior notes due May 2019, 6.25% senior notes due November 2019, 8.625% senior notes due 2020, 7.75% senior notes due February 2021 and 6.50% senior notes due September 2021 (collectively, the "Unsecured Notes") received their pro rata share of (i) 26,724,396 shares of LINN common stock; and (ii) certain rights to purchase shares of LINN common stock in the rights offerings, as described below. As a result, all outstanding obligations under the Second Lien Notes and the Unsecured Notes and the indentures governing such obligations were canceled.
- The holders of general unsecured claims (other than claims relating to the Second Lien Notes and the Unsecured Notes) against the LINN Debtors (the "LINN Unsecured Claims") received their pro rata share of cash from two cash distribution pools totaling $40 million, as divided between a $2.3 million cash distribution pool for the payment in full of allowed LINN Unsecured Claims in an amount equal to $2,500 or less (and larger claims for which the holders irrevocably agreed to reduce such claims to $2,500), and a $37.7 million cash distribution pool for pro rata distributions to all remaining allowed general LINN Unsecured Claims. As a result, all outstanding LINN Unsecured Claims were fully satisfied, settled, released and discharged as of the Effective Date.
- All units of the Predecessor that were issued and outstanding immediately prior to the Effective Date were extinguished without recovery. On the Effective Date, the Successor issued in the aggregate 89,229,892 shares of LINN common stock. No cash was raised from the issuance of the LINN common stock on account of claims held by the Predecessor's creditors.

- The Successor entered into a registration rights agreement with certain parties, pursuant to which the Company agreed to, among other things, file a registration statement with the SEC within 60 days of the Effective Date covering the offer and resale of "Registrable Securities" (as defined therein).
- By operation of the Plan and the Confirmation Order, the terms of the Predecessor's board of directors expired as of the Effective Date. The Successor formed a new board of directors, consisting of the Chief Executive Officer of the Predecessor, one director selected by the Successor and five directors selected by a six-person selection committee.

Divestitures

Below are our completed divestitures in 2017 and 2018:

- On April 10, 2018, we completed the sale of our conventional properties located in New Mexico (the "New Mexico Assets Sale") related to a definitive purchase and sale agreement entered into in March 2018 and received cash proceeds of approximately $15 million.
- On April 4, 2018, we completed the sales of our interest in properties located in Altamont Bluebell Field in Utah (the "Altamont Bluebell Assets Sale") related to a definitive purchase and sale agreement entered into in January 2018 and received cash proceeds of approximately $129 million.
- On March 29, 2018, we completed the sale of our interest in conventional properties located in west Texas (the "West Texas Assets Sale"). Cash proceeds received from the sale of these properties were approximately $108 million (including approximately $12 million of restricted cash released in April 2018), net of costs to sell of approximately $1 million, and we recognized a net gain of approximately $53 million.
- On February 28, 2018, we completed the sale of our Oklahoma waterflood and Texas Panhandle properties the "Oklahoma and Texas Assets Sale"). Cash proceeds received from the sale of these properties were approximately $112 million (including a deposit of approximately $12 million received in 2017), net of costs to sell of approximately $1 million, and we recognized a net gain of approximately $48 million.
- On November 30, 2017, we completed the sale of our interest in properties located in the Williston Basin (the "Williston Assets Sale"). Cash proceeds received from the sale of these properties were approximately $255 million, net of costs to sell of approximately $3 million, and we recognized a net gain of approximately $116 million.
- On November 30, 2017, we completed the sale of our interest in properties located in Wyoming (the "Washakie Assets Sale"). Cash proceeds received from the sale of these properties were approximately $193 million, net of costs to sell of approximately $2 million, and we recognized a net gain of approximately $175 million.
- On September 12, 2017, August 1, 2017, and July 31, 2017, we completed the sale of our interest in certain properties located in south Texas (the "South Texas Assets Sales"). Combined cash proceeds received from the sales of these properties were approximately $48 million, net of costs to sell of approximately $1 million, and we recognized a combined net gain of approximately $14 million.
- On August 23, 2017, July 28, 2017, and May 9, 2017, we completed the sale of our interest in certain properties located in Texas and New Mexico (the "Permian Assets Sales"). Combined cash proceeds received from the sale of these properties were approximately $31 million and we recognized a combined net gain of approximately $29 million.
- On July 31, 2017, we completed the sale of our interest in properties located in the San Joaquin Basin in California (the "San Joaquin Basin Sale"). Cash proceeds received from the sale of these properties were approximately $253 million, net of costs to sell of approximately $4 million, and we recognized a net gain of approximately $120 million.

- On July 21, 2017, we completed the sale of our interest in properties located in the Los Angeles Basin in California (the "Los Angeles Basin Sale"). Cash proceeds received from the sale of these properties were approximately $93 million, net of costs to sell of approximately $2 million, and we recognized a net gain of approximately $2 million. We will receive an additional $7 million contingent payment if certain operational requirements are satisfied within one year from the date of sale.
- On June 30, 2017, we completed the sale of our interest in properties located in the Salt Creek Field in Wyoming (the "Salt Creek Assets Sale"). Cash proceeds received from the sale of these properties were approximately $73 million, net of costs to sell of approximately $1 million, and we recognized a net gain of approximately $30 million.
- On May 31, 2017, we completed the sale of our interest in properties located in western Wyoming (the "Jonah Assets Sale"). Cash proceeds received from the sale of these properties were approximately $559 million, net of costs to sell of approximately $6 million, and we recognized a net gain of approximately $277 million.

As a result of our strategic exit from California (completed by the San Joaquin Basin Sale and Los Angeles Basin Sale), we classified the assets and liabilities, results of operations and cash flows of our California properties as discontinued operations on the consolidated and combined financial statements included elsewhere in this prospectus.

Roan Resources LLC

Historically, a subsidiary of the Company also owned a 50% equity interest in Roan, which is focused on the accelerated development of the Merge/SCOOP/STACK play in Oklahoma. The Company's equity earnings (losses), consisting of its share of Roan's earnings or losses, are included in the consolidated and combined financial statements. However, following a series of internal restructuring transactions in connection with the separation, the equity interest in Roan will be owned by Linn Energy, Inc. and will no longer be affiliated with the Company. As such, equity earnings (losses) in Roan will not be included in the Company's consolidated and combined financial statements in periods subsequent to the spin-off.

Construction of Cryogenic Plant

In July 2017, Blue Mountain entered into a definitive agreement with BCCK to construct the Chisholm Trail Cryogenic Gas Plant. Blue Mountain's assets include the Chisholm Trail midstream business located in Oklahoma. Chisholm Trail is located in the Merge/SCOOP/STACK play in the Mid-Continent region and has approximately 108 miles of existing natural gas gathering pipeline and approximately 60 MMcf/d of current refrigeration capacity. Infrastructure expansions are underway to add low pressure gathering pipelines, increase compression throughput and construct a new 225 MMcf/d cryogenic natural gas processing facility with a total capacity of 250 MMcf/d. The Chisholm Trail Cryogenic Gas Plant is expected to be commissioned by the end of the second quarter of 2018.

Financing Activities

Credit Facility

On April 30, 2018, we entered into the Credit Facility Amendment which, among other things, modified the borrowing base and maximum borrowing commitment amount to $425 million.

Commodity Derivatives

In April 2018, in connection with the closing of the Altamont Bluebell Assets Sale, we canceled our oil collars for 2018 and 2019. We paid net cash settlements of approximately $20 million for the cancellations.

Results of Operations

Three Months Ended March 31, 2018 (Successor), One Month Ended March 31, 2017 (Successor) and Two Months Ended February 28, 2017 (Predecessor)

The following table reflects the Company's results of operations for each of the Successor and Predecessor periods presented:

(in thousands)	Successor		Predecessor
	Three Months Ended March 31, 2018	One Month Ended March 31, 2017	Two Months Ended February 28, 2017
Revenues and other:			
Natural gas sales	$ 63,328	$ 38,070	$ 99,561
Oil sales	45,696	30,238	58,560
NGL sales	27,852	12,017	30,764
Total oil, natural gas and NGL sales	136,876	80,325	188,885
Gains (losses) on oil and natural gas derivatives	(15,030)	(11,959)	92,691
Marketing and other revenues (1)	52,161	4,942	16,551
	174,007	73,308	298,127
Expenses:			
Lease operating expenses	47,884	24,630	49,665
Transportation expenses	19,094	13,723	25,972
Marketing expenses	41,755	2,539	4,820
General and administrative expenses (2)	44,779	10,408	71,745
Exploration costs	1,202	55	93
Depreciation, depletion and amortization	28,465	17,847	47,155
Taxes, other than income taxes	8,452	7,077	14,877
(Gains) losses on sale of assets and other, net	(106,075)	484	829
	85,556	76,763	215,156
Other income and (expenses)	24,771	(4,549)	(16,717)
Reorganization items, net	(1,951)	(2,565)	2,521,137
Income (loss) from continuing operations before income taxes	111,271	(10,569)	2,587,391
Income tax expense (benefit)	40,332	(4,446)	(166)
Income (loss) from continuing operations	70,939	(6,123)	2,587,557
Income (loss) from discontinued operations, net of income taxes	—	457	(548)
Net income (loss)	$ 70,939	$ (5,666)	$2,587,009

(1) Marketing and other revenues for the two months ended February 28, 2017, include approximately $6 million of management fee revenues recognized by the Company from Berry. Management fee revenues are included in "other revenues" on the condensed consolidated and combined statement of operations.

(2) General and administrative expenses for the three months ended March 31, 2018, the one month ended March 31, 2017, and the two months ended February 28, 2017, include approximately $17 million, $4 million and $50 million, respectively, of noncash share-based compensation expenses. In addition, general and administrative expenses for the two months ended February 28, 2017, include expenses incurred by LINN Energy associated with the operations of Berry. On February 28, 2017, LINN Energy and Berry emerged from bankruptcy as stand-alone, unaffiliated entities.

	Successor		Predecessor
	Three Months Ended March 31, 2018	One Month Ended March 31, 2017	Two Months Ended February 28, 2017
Average daily production:			
Natural gas (MMcf/d)	266	496	495
Oil (MBbls/d)	8.5	20.8	20.2
NGL (MBbls/d)	14.1	23.1	21.4
Total (MMcfe/d)	401	759	745
Average daily production—Equity method investments: (1)			
Total (MMcfe/d)	113	—	—
Weighted average prices: (2)			
Natural gas (Mcf)	$ 2.65	$ 2.48	$ 3.41
Oil (Bbl)	$ 59.87	$ 46.90	$ 49.16
NGL (Bbl)	$ 21.91	$ 16.76	$ 24.37
Average NYMEX prices:			
Natural gas (MMBtu)	$ 3.00	$ 2.63	$ 3.66
Oil (Bbl)	$ 62.87	$ 49.67	$ 53.04
Costs per Mcfe of production:			
Lease operating expenses	$ 1.33	$ 1.05	$ 1.13
Transportation expenses	$ 0.53	$ 0.58	$ 0.59
General and administrative expenses (3)	$ 1.24	$ 0.44	$ 1.63
Depreciation, depletion and amortization	$ 0.79	$ 0.76	$ 1.07
Taxes, other than income taxes	$ 0.23	$ 0.30	$ 0.34
Average daily production—Discontinued operations:			
Total (MMcfe/d)	—	29	30

(1) Represents the Company's historical 50% equity interest in Roan.

(2) Does not include the effect of gains (losses) on derivatives.

(3) General and administrative expenses for the three months ended March 31, 2018, the one month ended March 31, 2017, and the two months ended February 28, 2017, include approximately $17 million, $4 million and $50 million, respectively, of noncash share-based compensation expenses. In addition, general and administrative expenses for the two months ended February 28, 2017, include expenses incurred by LINN Energy associated with the operations of Berry. On February 28, 2017, LINN Energy and Berry emerged from bankruptcy as stand-alone, unaffiliated entities.

Revenues and Other

Oil, Natural Gas and NGL Sales

Oil, natural gas and NGL sales decreased by approximately $132 million or 49% to approximately $137 million for the three months ended March 31, 2018, from approximately $80 million and $189 million for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively, due to lower production volumes as a result of divestitures completed in 2017 and 2018 and lower commodity prices. Lower natural gas prices resulted in a decrease in revenues of approximately $9 million. Higher oil prices resulted in an increase in revenues of approximately $9 million. In addition, revenues decreased by approximately $1 million due to the impact of the new accounting standard related to revenues from contracts with customers, adopted on January 1, 2018. As of January 1, 2017, revenue is recognized net of transportation expenses if the processor is the customer and there is no redelivery of commodities to the Company. See Note 1 to the unaudited condensed consolidated and combined financial statements for additional details of the revenue accounting standard.

Average daily production volumes decreased to approximately 401 MMcfe/d for the three months ended March 31, 2018, from approximately 759 MMcfe/d and 745 MMcfe/d for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively. Lower natural gas, oil and NGL production volumes resulted in a decrease in revenues of approximately $64 million, $52 million and $15 million, respectively.

The following table sets forth average daily production by region:

	Successor		Predecessor
	Three Months Ended March 31, 2018	One Month Ended March 31, 2017	Two Months Ended February 28, 2017
Average daily production (MMcfe/d):			
Hugoton Basin	158	168	158
Mid-Continent	57	128	110
East Texas	56	51	52
Permian Basin	39	46	49
Rockies	36	287	294
Michigan/Illinois	28	29	29
North Louisiana	27	26	28
South Texas	—	24	25
	401	759	745
Equity method investments	113	—	—

The increase in average daily production volumes in the East Texas region primarily reflect increased development capital spending in the region. The decrease in average daily production volumes in the Mid-Continent region primarily reflects lower production volumes as a result of the Roan Contribution on August 31, 2017, partially offset by increased development capital spending in the region. The decreases in average daily production volumes in the Rockies, Permian Basin and South Texas regions primarily reflect lower production volumes as a result of divestitures completed during 2017. See Note 4 to the unaudited condensed consolidated and combined financial statements for additional information of divestitures. In addition, the decreases in average daily production volumes in these and the remaining regions reflect lower production volumes as a result of reduced development capital spending driven by continued low commodity prices. Equity method investments represents the Company's historical 50% equity interest in Roan.

Gains (Losses) on Oil and Natural Gas Derivatives

Losses on oil and natural gas derivatives were approximately $15 million for the three months ended March 31, 2018, compared to losses of approximately $12 million for the one month ended March 31, 2017, and gains of approximately $93 million for the two months ended February 28, 2017, representing a variance of approximately $96 million. Gains and losses on oil and natural gas derivatives were primarily due to changes in fair value of the derivative contracts. The fair value on unsettled derivative contracts changes as future commodity price expectations change compared to the contract prices on the derivatives. If the expected future commodity prices increase compared to the contract prices on the derivatives, losses are recognized; and if the expected future commodity prices decrease compared to the contract prices on the derivatives, gains are recognized.

We determine the fair value of our oil and natural gas derivatives utilizing pricing models that use a variety of techniques, including market quotes and pricing analysis. See "—Quantitative and Qualitative Disclosures About Market Risk" and Note 8 and Note 9 to the unaudited condensed consolidated and combined financial statements for additional details about our commodity derivatives. For information about the Company's credit risk related to derivative contracts, see "—Liquidity and Capital Resources—Counterparty Credit Risk" below.

Marketing and Other Revenues

Marketing revenues represent third-party activities associated with company-owned gathering systems, plants and facilities. Other revenues primarily include management fee revenues recognized by the Company from Berry (in the Predecessor period) and helium sales revenue. Marketing and other revenues increased by approximately $30 million or 143% to approximately $52 million for the three months ended March 31, 2018, from approximately $5 million and $17 million for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively. The increase was primarily due to the impact of the new accounting standard related to revenues from contracts with customers, adopted on January 1, 2018, and higher revenues generated by the Jayhawk natural gas processing plant in Kansas, principally driven by a change in contract terms, partially offset by management fee revenues from Berry included in the Predecessor period. As of January 1, 2018, the Company recognizes revenues for commodities received as noncash consideration in exchange for services provided by its midstream operations and revenues and associated cost of product for the subsequent sale of those same commodities. This recognition results in an increase to revenues and expenses with no impact on net income. See Note 1 to the unaudited condensed consolidated and combined financial statements for additional details of the revenue accounting standard.

Expenses

Lease Operating Expenses

Lease operating expenses include expenses such as labor, field office, vehicle, supervision, maintenance, tools and supplies, and workover expenses. Lease operating expenses decreased by approximately $27 million or 36% to approximately $48 million for the three months ended March 31, 2018, from approximately $25 million and $50 million for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively. The decrease was primarily due to reduced labor costs for field operations as a result of cost savings initiatives and the divestitures completed in 2017 and 2018. Lease operating expenses per Mcfe increased to $1.33 per Mcfe for the three months ended March 31, 2018, from $1.05 per Mcfe and $1.13 per Mcfe for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively.

Transportation Expenses

Transportation expenses decreased by approximately $21 million or 52% to approximately $19 million for the three months ended March 31, 2018, from approximately $14 million and $26 million for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively. The decrease was due to reduced costs as a result of lower production volumes primarily as a result of the divestitures completed in 2017 and 2018 and due to the impact of the new accounting standard related to revenues from contracts with customers, adopted on January 1, 2018. As of January 1, 2018, revenue is recognized net of transportation expenses if the processor is the customer and there is no redelivery of commodities to the Company. See Note 1 to the unaudited condensed consolidated and combined financial statements for additional details of the revenue accounting standard. Transportation expenses per Mcfe decreased to $0.53 per Mcfe for the three months ended March 31, 2018, from $0.58 per Mcfe and $0.59 per Mcfe for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively.

Marketing Expenses

Marketing expenses represent third-party activities associated with company-owned gathering systems, plants and facilities. Marketing expenses increased by approximately $34 million to approximately $42 million for the three months ended March 31, 2018, from approximately $3 million and $5 million for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively. The increase was primarily due to the impact of the new accounting standard related to revenues from contracts with customers, adopted on January 1, 2018, and higher expenses associated with the Jayhawk natural gas processing plant in Kansas, principally driven by a change in contract terms. As of January 1, 2018, the Company recognizes revenues for

commodities received as noncash consideration in exchange for services provided by its midstream operations and revenues and associated cost of product for the subsequent sale of those same commodities. This recognition results in an increase to revenues and expenses with no impact on net income. See Note 1 to the unaudited condensed consolidated and combined financial statements for additional details of the revenue accounting standard.

General and Administrative Expenses

General and administrative expenses are costs not directly associated with field operations and reflect the costs of employees including executive officers, related benefits, office leases and professional fees. In addition, general and administrative expenses in the Predecessor period includes costs incurred by LINN Energy associated with the operations of Berry. General and administrative expenses decreased by approximately $37 million or 45% to approximately $45 million for the three months ended March 31, 2018, from approximately $10 million and $72 million for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively. The decrease was primarily due to lower noncash share-based compensation expenses principally driven by the immediate vesting of certain awards during the Predecessor period, lower salaries and benefits related expenses, the costs associated with the operations of Berry in the Predecessor period, lower various other administrative expenses including insurance and rent, partially offset by higher professional services expenses. General and administrative expenses per Mcfe were $1.24 per Mcfe for the three months ended March 31, 2018, compared to $0.44 per Mcfe and $1.63 per Mcfe for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively. For professional services expenses related to the Chapter 11 proceedings, see "—Reorganization Items, Net."

Exploration Costs

Exploration costs increased by approximately $1 million to approximately $1 million for the three months ended March 31, 2018, from approximately $55,000 and $93,000 for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively. The increase was primarily due to higher seismic data expenses.

Depreciation, Depletion and Amortization

Depreciation, depletion and amortization decreased by approximately $37 million or 56% to approximately $28 million for the three months ended March 31, 2018, from approximately $18 million and $47 million for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively. The decrease was primarily due to lower rates as a result of the application of fresh start accounting, as well as lower total production volumes. Depreciation, depletion and amortization per Mcfe was $0.79 per Mcfe for the three months ended March 31, 2018, compared to $0.76 per Mcfe and $1.07 per Mcfe for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively.

Taxes, Other Than Income Taxes

	Successor		Predecessor
(in thousands)	Three Months Ended March 31, 2018	One Month Ended March 31, 2017	Two Months Ended February 28, 2017
Severance taxes	$ 4,406	$ 3,863	$ 9,107
Ad valorem taxes	3,957	3,168	5,744
Other	89	46	26
	$ 8,452	$ 7,077	$ 14,877

Severance taxes, which are a function of revenues generated from production, decreased primarily due to lower production volumes and lower commodity prices. Ad valorem taxes, which are based on the value of

reserves and production equipment and vary by location, decreased primarily due to divestitures completed in 2017 and 2018 and lower estimated valuations on certain of the Company's properties.

(Gains) Losses on Sale of Assets and Other, Net

During the three months ended March 31, 2018, the Company recorded the following amounts related to divestitures (see Note 4 to the unaudited condensed consolidated and combined financial statements):

- Net gain of approximately $53 million, including costs to sell of approximately $1 million, on the West Texas Assets Sale; and
- Net gain of approximately $48 million, including costs to sell of approximately $1 million, on the Oklahoma and Texas Assets Sale.

Other Income and (Expenses)

(in thousands)	Successor		Predecessor
	Three Months Ended March 31, 2018	One Month Ended March 31, 2017	Two Months Ended February 28, 2017
Interest expense, net of amounts capitalized	$ (404)	$ (4,200)	$ (16,725)
Earnings from equity method investments	25,345	39	157
Other, net	(170)	(388)	(149)
	$ 24,771	$ (4,549)	$ (16,717)

Interest expense decreased primarily due to no outstanding debt during 2018, and lower amortization of financing fees. For the two months ended February 28, 2017, contractual interest, which was not recorded, on the Predecessor's senior notes was approximately $37 million. For the three months ended March 31, 2018, interest expense is related to amortization of financing fees. See "—Liquidity and Capital Resources—Debt" below for additional details.

Equity method investments primarily include the Company's historical 50% equity interest in Roan. The Company's equity earnings consists of its share of Roan's earnings and the amortization of the difference between the Company's investment in Roan and Roan's underlying net assets attributable to certain assets. See Note 6 to the unaudited condensed consolidated and combined financial statements for additional information.

Reorganization Items, Net

The Company incurred significant costs and recognized significant gains associated with the reorganization. Reorganization items represent costs and income directly associated with the Chapter 11 proceedings since the Petition Date, and also include adjustments to reflect the carrying value of certain liabilities subject to compromise at their estimated allowed claim amounts, as such adjustments were determined.

The following table summarizes the components of reorganization items included on the condensed consolidated statements of operations:

(in thousands)	Successor		Predecessor
	Three Months Ended March 31, 2018	One Month Ended March 31, 2017	Two Months Ended February 28, 2017
Gain on settlement of liabilities subject to compromise	$ —	$ —	$ 3,914,964
Recognition of an additional claim for the Predecessor's second lien notes settlement	—	—	(1,000,000)
Fresh start valuation adjustments	—	—	(591,525)
Income tax benefit related to implementation of the Plan	—	—	264,889
Legal and other professional fees	(1,952)	(2,570)	(46,961)
Terminated contracts	—	—	(6,915)
Other	1	5	(13,315)
Reorganization items, net	$ (1,951)	$ (2,565)	$ 2,521,137

Income Tax Expense (Benefit)

The Successor was formed as a C corporation. For federal and state income tax purposes (with the exception of the state of Texas), the Predecessor was a limited liability company treated as a partnership, in which income tax liabilities and/or benefits were passed through to the Predecessor's unitholders. Limited liability companies are subject to Texas margin tax. In addition, certain of the Predecessor's subsidiaries were C corporations subject to federal and state income taxes. The Company recognized income tax expense of approximately $40 million for the three months ended March 31, 2018, compared to an income tax benefit of approximately $4 million and $166,000 for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively.

Income (Loss) from Discontinued Operations, Net of Income Taxes

As a result of the Company's strategic exit from California (completed by the San Joaquin Basin Sale and Los Angeles Basin Sale), the Company has classified the results of operations of its California properties as discontinued operations. Income from discontinued operations, net of income taxes was approximately $457,000 for the one month ended March 31, 2017, and losses of approximately $548,000 for the two months ended February 28, 2017. See Note 4 to the unaudited condensed consolidated and combined financial statements for additional information.

Net Income (Loss)

Net income decreased by approximately $2.5 billion to approximately $71 million for the three months ended March 31, 2018, from a net loss of approximately $6 million and net income of approximately $2.6 billion for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively. The decrease was primarily due to gains included in reorganization items in the Predecessor period, lower production revenue and losses compared to gains on commodity derivatives, partially offset by gains on sales of assets and lower expenses. See discussion above for explanations of variances.

Ten Months Ended December 31, 2017 (Successor), Two Months Ended February 28, 2017 (Predecessor) and Year Ended December 31, 2016 (Predecessor)

The following table reflects the Company's results of operations for each of the Successor and Predecessor periods presented:

(in thousands)	Successor: Ten Months Ended December 31, 2017	Predecessor: Two Months Ended February 28, 2017	Predecessor: Year Ended December 31, 2016
Revenues and other:			
Natural gas sales	$ 317,529	$ 99,561	$ 426,307
Oil sales	258,055	58,560	315,472
NGL sales	133,779	30,764	132,382
Total oil, natural gas and NGL sales	709,363	188,885	874,161
Gains (losses) on oil and natural gas derivatives	13,533	92,691	(164,330)
Marketing and other revenues (1)	103,782	16,551	129,813
	826,678	298,127	839,644
Expenses:			
Lease operating expenses	208,446	49,665	296,891
Transportation expenses	113,128	25,972	161,574
Marketing expenses	69,008	4,820	29,736
General and administrative expenses (2)	117,347	71,745	237,841
Exploration costs	3,137	93	4,080
Depreciation, depletion and amortization	133,711	47,155	342,614
Impairment of long-lived assets	—	—	165,044
Taxes, other than income taxes	47,553	14,877	67,644
(Gains) losses on sale of assets and other, net	(623,072)	829	16,257
	69,258	215,156	1,321,681
Other income and (expenses)	(6,773)	(16,717)	(186,516)
Reorganization items, net	(8,533)	2,521,137	336,120
Income (loss) from continuing operations before income taxes	742,114	2,587,391	(332,433)
Income tax expense (benefit)	389,914	(166)	11,300
Income (loss) from continuing operations	352,200	2,587,557	(343,733)
Income (loss) from discontinued operations, net of income taxes	82,995	(548)	(18,354)
Net income (loss)	$ 435,195	$2,587,009	$ (362,087)

(1) Marketing and other revenues for the two months ended February 28, 2017, and the year ended December 31, 2016, include approximately $6 million and $69 million, respectively, of management fee revenues recognized by the Company from Berry. Management fee revenues are included in "other revenues" on the consolidated and combined statements of operations.

(2) General and administrative expenses for the ten months ended December 31, 2017, the two months ended February 28, 2017, and the year ended December 31, 2016, include approximately $41 million, $50 million and $34 million, respectively, of noncash share-based compensation expenses. In addition, general and administrative expenses for the two months ended February 28, 2017, and the year ended December 31, 2016, include expenses incurred by LINN Energy associated with the operations of Berry. On February 28, 2017, LINN Energy and Berry emerged from bankruptcy as stand-alone, unaffiliated entities.

	Successor	Predecessor	
	Ten Months Ended December 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016
Average daily production:			
Natural gas (MMcf/d)	386	495	511
Oil (MBbls/d)	17.8	20.2	22.1
NGL (MBbls/d)	20.5	21.4	25.4
Total (MMcfe/d)	616	745	796
Average daily production—Equity method investments: (1)			
Total (MMcfe/d)	30	—	—
Weighted average prices: (2)			
Natural gas (Mcf)	$ 2.69	$ 3.41	$ 2.28
Oil (Bbl)	$ 47.42	$ 49.16	$ 39.00
NGL (Bbl)	$ 21.28	$ 24.37	$ 14.26
Average NYMEX prices:			
Natural gas (MMBtu)	$ 3.00	$ 3.66	$ 2.46
Oil (Bbl)	$ 50.53	$ 53.04	$ 43.32
Costs per Mcfe of production:			
Lease operating expenses	$ 1.11	$ 1.13	$ 1.02
Transportation expenses	$ 0.60	$ 0.59	$ 0.55
General and administrative expenses (3)	$ 0.62	$ 1.63	$ 0.82
Depreciation, depletion and amortization	$ 0.71	$ 1.07	$ 1.18
Taxes, other than income taxes	$ 0.25	$ 0.34	$ 0.23
Average daily production—Discontinued operations: (4)			
Total (MMcfe/d)	14	30	32

(1) Represents the Company's historical 50% equity interest in Roan. Production of Roan for 2017 is for the period from September 1, 2017 through December 31, 2017.

(2) Does not include the effect of gains (losses) on derivatives.

(3) General and administrative expenses for the ten months ended December 31, 2017, the two months ended February 28, 2017, and the year ended December 31, 2016, include approximately $41 million, $50 million and $34 million, respectively, of noncash share-based compensation expenses. In addition, general and administrative expenses for the two months ended February 28, 2017, and the year ended December 31, 2016, include expenses incurred by LINN Energy associated with the operations of Berry. On February 28, 2017, LINN Energy and Berry emerged from bankruptcy as stand-alone, unaffiliated entities.

(4) Production of the Company's California properties reported as discontinued operations for 2017 is for the period from January 1, 2017 through July 31, 2017.

Revenues and Other

Oil, Natural Gas and NGL Sales

Oil, natural gas and NGL sales increased by approximately $24 million or 3% to approximately $709 million and $189 million for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, from approximately $874 million for the year ended December 31, 2016, due to higher commodity prices, partially offset by lower production volumes. Higher natural gas, oil and NGL prices resulted in an increase in revenues of approximately $81 million, $58 million and $57 million, respectively.

Average daily production volumes decreased to approximately 616 MMcfe/d and 745 MMcfe/d for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, from

approximately 796 MMcfe/d for the year ended December 31, 2016. Lower natural gas, oil and NGL production volumes resulted in a decrease in revenues of approximately $91 million, $56 million and $25 million, respectively.

The following table sets forth average daily production by region:

	Successor	Predecessor	
	Ten Months Ended December 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016
Average daily production (MMcfe/d):			
Rockies	184	294	330
Hugoton Basin	167	159	180
Mid-Continent	97	109	101
East Texas	53	52	57
Permian Basin	44	49	56
North Louisiana	29	28	15
Michigan/Illinois	29	29	30
South Texas	13	25	27
	616	745	796
Equity method investments	30	—	—

The increase from 2016 in average daily production volumes in the North Louisiana region primarily reflects increased development capital spending in the region. The decrease from 2016 in average daily production volumes in the Mid-Continent region primarily reflects lower production volumes as a result of the Roan Contribution on August 31, 2017, partially offset by increased development capital spending in the region. The decreases in average daily production volumes in the Rockies, Permian Basin and South Texas regions primarily reflect lower production volumes as a result of divestitures completed during 2017. See Note 4 to the audited consolidated and combined financial statements for additional information of divestitures. In addition, the decreases in average daily production volumes in these and the remaining regions reflect lower production volumes as a result of reduced development capital spending, as well as marginal well shut-ins, driven by continued low commodity prices. Equity method investments represents the Company's historical 50% equity interest in Roan. Production of Roan for 2017 is for the period from September 1, 2017 through December 31, 2017.

Gains (Losses) on Oil and Natural Gas Derivatives

Gains on oil and natural gas derivatives were approximately $14 million and $93 million for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, compared to losses on oil and natural gas derivatives of approximately $164 million for the year ended December 31, 2016, representing a variance of approximately $271 million. Gains on oil and natural gas derivatives were primarily due to changes in fair value of the derivative contracts. The fair value on unsettled derivative contracts changes as future commodity price expectations change compared to the contract prices on the derivatives. If the expected future commodity prices increase compared to the contract prices on the derivatives, losses are recognized; and if the expected future commodity prices decrease compared to the contract prices on the derivatives, gains are recognized.

We determine the fair value of our oil and natural gas derivatives utilizing pricing models that use a variety of techniques, including market quotes and pricing analysis. See "—Quantitative and Qualitative Disclosures About Market Risk" and Note 7 and Note 8 to the audited consolidated and combined financial statements for additional details about our commodity derivatives. For information about our credit risk related to derivative contracts, see "—Liquidity and Capital Resources—Counterparty Credit Risk" below.

Marketing and Other Revenues

Marketing revenues represent third-party activities associated with company-owned gathering systems, plants and facilities. Other revenues primarily include management fee revenues recognized by the Company from Berry (in the Predecessor periods) and helium sales revenue. Marketing and other revenues decreased by approximately $9 million or 7% to approximately $104 million and $17 million for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, from approximately $130 million for the year ended December 31, 2016. The decrease was primarily due to the management fee revenues from Berry included in the Predecessor periods, partially offset by higher revenues generated by the Jayhawk natural gas processing plant in Kansas, principally driven by a change in contract terms.

Expenses

Lease Operating Expenses

Lease operating expenses include expenses such as labor, field office, vehicle, supervision, maintenance, tools and supplies, and workover expenses. Lease operating expenses decreased by approximately $39 million or 13% to approximately $208 million and $50 million for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, from approximately $297 million for the year ended December 31, 2016. The decrease was primarily due to reduced labor costs for field operations as a result of cost savings initiatives and the divestitures completed in 2017. Lease operating expenses per Mcfe increased to $1.11 per Mcfe and $1.13 per Mcfe for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, compared to $1.02 per Mcfe for the year ended December 31, 2016.

Transportation Expenses

Transportation expenses decreased by approximately $23 million or 14% to approximately $113 million and $26 million for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, from approximately $162 million for the year ended December 31, 2016. The decrease was primarily due to reduced costs as a result of lower production volumes and as a result of the divestitures completed in 2017. Transportation expenses per Mcfe increased to $0.60 per Mcfe and $0.59 per Mcfe for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, compared to $0.55 per Mcfe for the year ended December 31, 2016.

Marketing Expenses

Marketing expenses represent third-party activities associated with company-owned gathering systems, plants and facilities. Marketing expenses increased by approximately $44 million or 148% to approximately $69 million and $5 million for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, from approximately $30 million for the year ended December 31, 2016. The increase was primarily due to higher expenses associated with the Jayhawk natural gas processing plant in Kansas, principally driven by a change in contract terms.

General and Administrative Expenses

General and administrative expenses are costs not directly associated with field operations and reflect the costs of employees including executive officers, related benefits, office leases and professional fees. In addition, general and administrative expenses in the Predecessor periods include costs incurred by LINN Energy associated with the operations of Berry. General and administrative expenses decreased by approximately $49 million or 20% to approximately $117 million and $72 million for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, from approximately $238 million for the year ended December 31, 2016. The decrease was primarily due to lower salaries and benefits related expenses, the costs associated with the operations of Berry in the Predecessor periods, lower various other administrative expenses

including insurance and rent, and lower professional services expenses, partially offset by higher noncash share-based compensation expenses principally driven by the immediate vesting of certain awards on the Effective Date. General and administrative expenses per Mcfe were $0.62 per Mcfe and $1.63 per Mcfe for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, compared to $0.82 per Mcfe for the year ended December 31, 2016. For professional services expenses related to the Chapter 11 proceedings that were incurred since the Petition Date, see "—Reorganization Items, Net."

Exploration Costs

Exploration costs decreased by approximately $1 million to approximately $3 million and $93,000 for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, from approximately $4 million for the year ended December 31, 2016. The decrease was primarily due to lower seismic data expenses.

Depreciation, Depletion and Amortization

Depreciation, depletion and amortization decreased by approximately $162 million or 47% to approximately $134 million and $47 million for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, from approximately $343 million for the year ended December 31, 2016. The decrease was primarily due to lower rates as a result of the application of fresh start accounting, as well as lower total production volumes. Depreciation, depletion and amortization per Mcfe also decreased to $0.71 per Mcfe and $1.07 per Mcfe for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, from $1.18 per Mcfe for the year ended December 31, 2016.

Impairment of Long-Lived Assets

The Company recorded no impairment charges for the ten months ended December 31, 2017, or the two months ended February 28, 2017. During the year ended December 31, 2016, the Company recorded an impairment charge of approximately $165 million associated with proved oil and natural gas properties in the Mid-Continent and Rockies regions due to a decline in commodity prices, changes in expected capital development and a decline in the Company's estimates of proved reserves.

Taxes, Other Than Income Taxes

	Successor	Predecessor	
(in thousands)	Ten Months Ended December 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016
Severance taxes	$ 30,074	$ 9,107	$ 38,166
Ad valorem taxes	17,337	5,744	28,450
Other	142	26	1,028
	$ 47,553	$ 14,877	$ 67,644

Severance taxes, which are a function of revenues generated from production, increased primarily due to higher commodity prices, partially offset by lower production volumes. Ad valorem taxes, which are based on the value of reserves and production equipment and vary by location, decreased primarily due to divestitures completed in 2017 and lower estimated valuations on certain of the Company's properties.

(Gains) Losses on Sale of Assets and Other, Net

During the ten months ended December 31, 2017, the Company recorded the following amounts related to divestitures (see Note 4 to the audited consolidated and combined financial statements):

- Net gain of approximately $277 million, including costs to sell of approximately $6 million, on the Jonah Assets Sale;
- Net gain of approximately $175 million, including costs to sell of approximately $2 million, on the Washakie Assets Sale;
- Net gain of approximately $116 million, including costs to sell of approximately $3 million, on the Williston Assets Sale;
- Net gain of approximately $30 million, including costs to sell of approximately $1 million, on the Salt Creek Assets Sale;
- Net gain of approximately $29 million on the Permian Assets Sales;
- Advisory fees of approximately $17 million associated with the Roan Contribution; and
- Net gain of approximately $14 million, including costs to sell of approximately $1 million, on the South Texas Assets Sales.

Other Income and (Expenses)

	Successor	Predecessor	
(in thousands)	Ten Months Ended December 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016
Interest expense, net of amounts capitalized	$ (12,380)	$ (16,725)	$ (184,870)
Earnings from equity method investments	11,840	157	699
Other, net	(6,233)	(149)	(2,345)
	$ (6,773)	$ (16,717)	$ (186,516)

Interest expense decreased primarily due to lower outstanding debt during 2017, the Company's discontinuation of interest expense recognition on the senior notes for the two months ended February 28, 2017, as a result of the Chapter 11 proceedings, and lower amortization of discounts and financing fees. For the two months ended February 28, 2017, and the period from May 12, 2016 through December 31, 2016, contractual interest, which was not recorded, on the senior notes was approximately $37 million and $143 million, respectively. See "—Liquidity and Capital Resources—Debt" below for additional details.

The Second Lien Notes were accounted for as a troubled debt restructuring which requires that interest payments on the Second Lien Notes reduce the carrying value of the debt with no interest expense recognized. For the two months ended February 28, 2017, and the period from May 12, 2016 through December 31, 2016, unrecorded contractual interest on the Second Lien Notes was approximately $20 million and $76 million, respectively.

Equity method investments primarily include the Company's historical 50% equity interest in Roan, which will be retained by LINN Energy following the spin-off. The Company's equity earnings consists of its share of Roan's earnings and the amortization of the difference between the Company's investment in Roan and Roan's underlying net assets attributable to certain assets. See Note 4 to the audited consolidated and combined financial statements for additional information.

Reorganization Items, Net

The Company incurred significant costs and recognized significant gains associated with the reorganization. Reorganization items represent costs and income directly associated with the Chapter 11 proceedings since the Petition Date, and also include adjustments to reflect the carrying value of certain liabilities subject to compromise at their estimated allowed claim amounts, as such adjustments were determined.

The following table summarizes the components of reorganization items included on the consolidated and combined statements of operations:

	Successor	Predecessor	
(in thousands)	Ten Months Ended December 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016
Gain on settlement of liabilities subject to compromise	$ —	$ 3,914,964	$ —
Recognition of an additional claim for the Predecessor's Second Lien Notes settlement	—	(1,000,000)	—
Fresh start valuation adjustments	—	(591,525)	—
Income tax benefit related to implementation of the Plan	—	264,889	—
Legal and other professional fees	(8,584)	(46,961)	(56,656)
Unamortized deferred financing fees, discounts and premiums	—	—	(52,045)
Gains related to interest payable on Predecessor's Second Lien Notes	—	—	551,000
Terminated contracts	—	(6,915)	(66,052)
Other	51	(13,315)	(40,127)
Reorganization items, net	$ (8,533)	$ 2,521,137	$ 336,120

Income Tax Expense (Benefit)

The Successor was formed as a C corporation. For federal and state income tax purposes (with the exception of the state of Texas), the Predecessor was a limited liability company treated as a partnership, in which income tax liabilities and/or benefits were passed through to the Predecessor's unitholders. Limited liability companies are subject to Texas margin tax. In addition, certain of the Predecessor's subsidiaries were C corporations subject to federal and state income taxes. The Company recognized income tax expense of approximately $390 million and an income tax benefit of approximately $166,000 for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, compared to an income tax expense of approximately $11 million for the year ended December 31, 2016.

Income (Loss) from Discontinued Operations, Net of Income Taxes

As a result of the Company's strategic exit from California (completed by the San Joaquin Basin Sale and Los Angeles Basin Sale), the Company has classified the results of operations of its California properties as discontinued operations. Income from discontinued operations, net of income taxes was approximately $83 million for the ten months ended December 31, 2017, compared to losses of approximately $548,000 and $18 million for the two months ended February 28, 2017, and the year ended December 31, 2016, respectively. See Note 4 to the audited consolidated and combined financial statements for additional information.

Net Income (Loss)

Net income increased by approximately $3.4 billion to net income of approximately $435 million and $2.6 billion for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, from a net loss of approximately $362 million for the year ended December 31, 2016. The increase was primarily due to higher gains included in reorganization items, gains on the divestitures completed in 2017, gains compared to losses on commodity derivatives, lower expenses, lower impairment charges, income compared to losses from discontinued operations and higher production revenues. See discussion above for explanations of variances.

Year Ended December 31, 2016, Compared to Year Ended December 31, 2015

	Predecessor Year Ended December 31,		
	2016	2015	Variance
	(in thousands)		
Revenues and other:			
Natural gas sales	$ 426,307	$ 512,538	$ (86,231)
Oil sales	315,472	434,961	(119,489)
NGL sales	132,382	118,296	14,086
Total oil, natural gas and NGL sales	874,161	1,065,795	(191,634)
Gains (losses) on oil and natural gas derivatives	(164,330)	1,027,014	(1,191,344)
Marketing and other revenues (1)	129,813	141,647	(11,834)
	839,644	2,234,456	(1,394,812)
Expenses:			
Lease operating expenses	296,891	352,077	(55,186)
Transportation expenses	161,574	167,023	(5,449)
Marketing expenses	29,736	35,278	(5,542)
General and administrative expenses (2)	237,841	285,996	(48,155)
Exploration costs	4,080	9,473	(5,393)
Depreciation, depletion and amortization	342,614	513,508	(170,894)
Impairment of long-lived assets	165,044	5,024,944	(4,859,900)
Taxes, other than income taxes	67,644	97,683	(30,039)
(Gains) losses on sale of assets and other, net	16,257	(194,805)	211,062
	1,321,681	6,291,177	(4,969,496)
Other income and (expenses)	(186,516)	237,998	(424,514)
Reorganization items, net	336,120	—	336,120
Loss from continuing operations before income taxes	(332,433)	(3,818,723)	3,486,290
Income tax expense (benefit)	11,300	(6,307)	17,607
Loss from continuing operations	(343,733)	(3,812,416)	3,468,683
Loss from discontinued operations, net of income taxes	(18,354)	9,586	(27,940)
Net loss	$ (362,087)	$(3,802,830)	$ 3,440,743

(1) Marketing and other revenues for the years ended December 31, 2016, and December 31, 2015 include approximately $69 million and $78 million, respectively, of management fee revenues recognized by the

Company from Berry. Management fee revenues are included in "other revenues" on the consolidated and combined statements of operations.

(2) General and administrative expenses for the years ended December 31, 2016, and December 31, 2015, include approximately $34 million and $47 million, respectively, of noncash unit-based compensation expenses. In addition, general and administrative expenses for the years ended December 31, 2016, and December 31, 2015, include expenses incurred by LINN Energy associated with the operations of Berry. On February 28, 2017, LINN Energy and Berry emerged from bankruptcy as stand-alone, unaffiliated entities.

	Predecessor Year Ended December 31, 2016	2015	Variance
Average daily production:			
Natural gas (MMcf/d)	511	549	(7)%
Oil (MBbls/d)	22.1	27.4	(19)%
NGL (MBbls/d)	25.4	25.6	(1)%
Total (MMcfe/d)	796	867	(8)%
Weighted average prices: (1)			
Natural gas (Mcf)	$ 2.28	$ 2.56	(11)%
Oil (Bbl)	$ 39.00	$ 43.42	(10)%
NGL (Bbl)	$ 14.26	$ 12.66	13%
Average NYMEX prices:			
Natural gas (MMBtu)	$ 2.46	$ 2.66	(8)%
Oil (Bbl)	$ 43.32	$ 48.80	(11)%
Costs per Mcfe of production:			
Lease operating expenses	$ 1.02	$ 1.11	(8)%
Transportation expenses	$ 0.55	$ 0.53	4%
General and administrative expenses (2)	$ 0.82	$ 0.90	(9)%
Depreciation, depletion and amortization	$ 1.18	$ 1.62	(27)%
Taxes, other than income taxes	$ 0.23	$ 0.31	(26)%
Average daily production—Discontinued operations:			
Total (MMcfe/d)	32	30	7%

(1) Does not include the effect of gains (losses) on derivatives.

(2) General and administrative expenses for the years ended December 31, 2016, and December 31, 2015, include approximately $34 million and $47 million, respectively, of noncash unit-based compensation expenses. In addition, general and administrative expenses for the years ended December 31, 2016, and December 31, 2015, include expenses incurred by Linn associated with the operations of Berry. On February 28, 2017, Linn and Berry emerged from bankruptcy as stand-alone, unaffiliated entities.

Revenues and Other

Oil, Natural Gas and NGL Sales

Oil, natural gas and NGL sales decreased by approximately $192 million or 18% to approximately $874 million for the year ended December 31, 2016, from approximately $1.1 billion for the year ended December 31, 2015, due to lower natural gas and oil prices, and lower production volumes, partially offset by higher NGL prices. Lower natural gas and oil prices resulted in a decrease in revenues of approximately $52 million and $36 million, respectively. Higher NGL prices resulted in an increase in revenues of approximately $15 million.

Average daily production volumes decreased to approximately 796 MMcfe/d for the year ended December 31, 2016, from approximately 867 MMcfe/d for the year ended December 31, 2015. Lower oil, natural gas and NGL production volumes resulted in a decrease in revenues of approximately $84 million, $34 million and $1 million, respectively.

The following table sets forth average daily production by region:

	Predecessor Year Ended December 31,		Variance	
	2016	2015		
Average daily production (MMcfe/d):				
Rockies	330	359	(29)	(8)%
Hugoton Basin	180	193	(13)	(7)%
Mid-Continent	101	100	1	2%
East Texas	57	61	(4)	(8)%
Permian Basin	56	80	(24)	(30)%
Michigan/Illinois	30	31	(1)	(3)%
South Texas	27	32	(5)	(14)%
North Louisiana	15	11	4	39%
	796	867	(71)	(8)%

The decreases in average daily production volumes primarily reflect reduced development capital spending throughout the Company's various operating regions, as well as marginal well shut-ins, driven by continued low commodity prices. The decrease in average daily production volumes in the Permian Basin region also reflects lower production volumes as a result of the sale of its remaining position in Howard County in the Permian Basis (the "Howard County Assets Sale") on August 31, 2015.

Gains (Losses) on Oil and Natural Gas Derivatives

Losses on oil and natural gas derivatives were approximately $164 million for the year ended December 31, 2016, compared to gains of approximately $1.0 billion for the year ended December 31, 2015, representing a variance of approximately $1.2 billion. Losses on oil and natural gas derivatives were primarily due to changes in fair value of the derivative contracts and the impact of the declining maturity schedule from period to period of the Company's hedges. The fair value on unsettled derivative contracts changes as future commodity price expectations change compared to the contract prices on the derivatives. If the expected future commodity prices increase compared to the contract prices on the derivatives, losses are recognized; and if the expected future commodity prices decrease compared to the contract prices on the derivatives, gains are recognized.

The Company determines the fair value of our oil and natural gas derivatives utilizing pricing models that use a variety of techniques, including market quotes and pricing analysis. See "—Quantitative and Qualitative Disclosures About Market Risk" and Note 7 and Note 8 for additional details about our commodity derivatives. For information about our credit risk related to derivative contracts, see "—Liquidity and Capital Resources—Counterparty Credit Risk" below.

Marketing and Other Revenues

Marketing revenues represent third-party activities associated with company-owned gathering systems, plants and facilities. Other revenues primarily include management fee revenues recognized by the Company from Berry and helium sales revenue. Marketing and other revenues decreased by approximately $12 million or 8% to approximately $130 million for the year ended December 31, 2016, from approximately $142 million for the year ended December 31, 2015. The decrease was primarily due to lower management fee revenues from

Berry, principally driven by reduced salaries and benefits related expenses at the Company, as well as lower revenues generated by the Jayhawk natural gas processing plant in Kansas, principally driven by a change in contract terms, partially offset by higher helium sales revenue in the Hugoton Basin.

Expenses

Lease Operating Expenses

Lease operating expenses include expenses such as labor, field office, vehicle, supervision, maintenance, tools and supplies, and workover expenses. Lease operating expenses decreased by approximately $55 million or 16% to approximately $297 million for the year ended December 31, 2016, from approximately $352 million for the year ended December 31, 2015. The decrease was primarily due to cost savings initiatives and lower workover activities. Lease operating expenses per Mcfe also decreased to $1.02 per Mcfe for the year ended December 31, 2016, from $1.11 per Mcfe for the year ended December 31, 2015.

Transportation Expenses

Transportation expenses decreased by approximately $5 million or 3% to approximately $162 million for the year ended December 31, 2016, from approximately $167 million for the year ended December 31, 2015. The decrease was primarily due to reduced costs as a result of lower production volumes, partially offset by higher costs from non-operated properties in the Rockies region. Transportation expenses per Mcfe increased to $0.55 per Mcfe for the year ended December 31, 2016, from $0.53 per Mcfe for the year ended December 31, 2015.

Marketing Expenses

Marketing expenses represent third-party activities associated with company-owned gathering systems, plants and facilities. Marketing expenses decreased by approximately $5 million or 16% to approximately $30 million for the year ended December 31, 2016, from approximately $35 million for the year ended December 31, 2015. The decrease was primarily due to lower expenses associated with the Jayhawk natural gas processing plant in Kansas, principally driven by a change in contract terms.

General and Administrative Expenses

General and administrative expenses are costs not directly associated with field operations and reflect the costs of employees including executive officers, related benefits, office leases and professional fees. In addition, general and administrative expenses for the years ended December 31, 2016, and December 31, 2015, include costs incurred by LINN Energy associated with the operations of Berry. General and administrative expenses decreased by approximately $48 million or 17% to approximately $238 million for the year ended December 31, 2016, from approximately $286 million for the year ended December 31, 2015. The decrease was primarily due to lower professional services expenses, lower acquisition expenses, lower salaries and benefits related expenses and lower various other administrative expenses including rent. General and administrative expenses for the year ended December 31, 2015, was impacted by advisory fees related to alliance agreements entered into with certain private capital investors. General and administrative expenses per Mcfe also decreased to $0.82 per Mcfe for the year ended December 31, 2016, from $0.90 per Mcfe for the year ended December 31, 2015.

For professional services expenses related to the Chapter 11 proceedings that were incurred since the Petition Date, see “—Reorganization Items, Net.”

Exploration Costs

Exploration costs decreased by approximately $5 million to approximately $4 million for the year ended December 31, 2016, from approximately $9 million for the year ended December 31, 2015. The decrease was primarily due to lower dry hole costs and lower leasehold impairment expenses on unproved properties.

Depreciation, Depletion and Amortization

Depreciation, depletion and amortization decreased by approximately $171 million or 33% to approximately $343 million for the year ended December 31, 2016, from approximately $514 million for the year ended December 31, 2015. The decrease was primarily due to lower rates as a result of the impairments recorded in 2015 and 2016, as well as lower total production volumes. Depreciation, depletion and amortization per Mcfe also decreased to $1.18 per Mcfe for the year ended December 31, 2016, from $1.62 per Mcfe for the year ended December 31, 2015.

Impairment of Long-Lived Assets

The Company recorded the following noncash impairment charges associated with proved and unproved oil and natural gas properties:

	Predecessor	
	Year Ended December 31,	
	2016	2015
	(in thousands)	
Mid-Continent region	$ 141,902	$ 405,370
Rockies region	23,142	1,592,256
Hugoton Basin region	—	1,667,768
East Texas	—	361,373
Permian Basin region	—	71,990
North Louisiana region	—	55,849
South Texas region	—	42,433
Proved oil and natural gas properties	165,044	4,197,039
North Louisiana region	—	416,846
Permian Basin region	—	226,922
Rockies region	—	184,137
Unproved oil and natural gas properties	—	827,905
Impairment of long-lived assets	$ 165,044	$ 5,024,944

The impairment charges in 2016 and 2015 were due to a decline in commodity prices, changes in expected capital development and a decline in the Company's estimates of proved reserves.

(Gains) Losses on Sale of Assets and Other, Net

During the year ended December 31, 2016, the Company had no significant gains or losses from the sale of assets. During the year ended December 31, 2015, the Company recorded a net gain of approximately $177 million, including costs to sell of approximately $1 million, on the Howard County Assets Sale. See Note 4 to the audited consolidated and combined financial statements for additional details of divestitures and exchanges of properties.

Taxes, Other Than Income Taxes

	Predecessor Year Ended December 31, 2016	2015	Variance
		(in thousands)	
Severance taxes	$ 38,166	$ 53,016	$(14,850)
Ad valorem taxes	28,450	44,716	(16,266)
Other	1,028	(49)	1,077
	$ 67,644	$ 97,683	$(30,039)

Taxes, other than income taxes decreased by approximately $30 million or 31% for the year ended December 31, 2016, compared to the year ended December 31, 2015. Severance taxes, which are a function of revenues generated from production, decreased primarily due to lower natural gas and oil prices and lower production volumes. Ad valorem taxes, which are based on the value of reserves and production equipment and vary by location, decreased primarily due to lower estimated valuations on certain of the Company's properties.

Other Income and (Expenses)

	Predecessor Year Ended December 31, 2016	2015	Variance
		(in thousands)	
Interest expense, net of amounts capitalized	$(184,870)	$(456,749)	$ 271,879
Gain on extinguishment of debt	—	708,050	(708,050)
Earnings from equity method investments	699	685	14
Other, net	(2,345)	(13,988)	11,643
	$(186,516)	$ 237,998	$(424,514)

Other income and (expenses) decreased by approximately $425 million for the year ended December 31, 2016, compared to the year ended December 31, 2015. Interest expense decreased primarily due to the Company's discontinuation of interest expense recognition on the senior notes for the period from May 12, 2016 through December 31, 2016, as a result of the Chapter 11 proceedings, lower outstanding debt during the period principally as a result of the senior notes repurchased and exchanged during 2015, and lower amortization of discounts and financing fees. For the period from May 12, 2016 through December 31, 2016, contractual interest, which was not recorded, on the senior notes was approximately $143 million. For the year ended December 31, 2015, the Company recorded a gain on extinguishment of debt of approximately $708 million as a result of the repurchases of a portion of its senior notes. Other expenses decreased primarily due to lower write-offs of deferred financing fees related to the Revolving Credit Facility and lower bank fees. See "—Liquidity and Capital Resources—Debt" below for additional details.

The $1.0 billion in aggregate principal amount of Second Lien Notes issued in November 2015 were accounted for as a troubled debt restructuring which requires that interest payments on the Second Lien Notes reduce the carrying value of the debt with no interest expense recognized. For the period from May 12, 2016 through December 31, 2016, unrecorded contractual interest on the Second Lien Notes was approximately $76 million.

Reorganization Items, Net

The Company incurred significant costs and recognized significant gains associated with the reorganization. Reorganization items represent costs and income directly associated with the Chapter 11 proceedings since the

Petition Date, and also include adjustments to reflect the carrying value of certain liabilities subject to compromise at their estimated allowed claim amounts, as such adjustments were determined.

The following table summarizes the components of reorganization items included on the consolidated and combined statement of operations:

	Predecessor Year Ended December 31, 2016
	(in thousands)
Legal and other professional fees	$ (56,656)
Unamortized deferred financing fees, discounts and premiums	(52,045)
Gain related to interest payable on Predecessor's Second Lien Notes	551,000
Terminated contracts	(66,052)
Other	(40,127)
Reorganization items, net	$ 336,120

Income Tax Expense (Benefit)

The Successor was formed as a C corporation. For federal and state income tax purposes (with the exception of the state of Texas), the Predecessor was a limited liability company treated as a partnership, in which income tax liabilities and/or benefits were passed through to the Predecessor's unitholders. Limited liability companies are subject to Texas margin tax. In addition, certain of the Predecessor's subsidiaries were C corporations subject to federal and state income taxes. The Company recognized income tax expense of approximately $11 million for the year ended December 31, 2016, compared to an income tax benefit of approximately $6 million for the year ended December 31, 2015. The increased income tax expense is primarily due to additional expense recognized related to unit-based compensation in 2016 for which there was no windfall benefit offset as in 2015.

Loss from Discontinued Operations, Net of Income Taxes

As a result of the Company's strategic exit from California (completed by the San Joaquin Basin Sale and Los Angeles Basin Sale), the Company has classified the results of operations of its California properties as discontinued operations. Loss from discontinued operations, net of income taxes was approximately $18 million compared to income of $10 million for the years ended December 31, 2016, and December 31, 2015, respectively. See Note 4 to the audited consolidated and combined financial statements for additional information.

Net Loss

Net loss decreased by approximately $3.4 billion to approximately $362 million for the year ended December 31, 2016, from approximately $3.8 billion for the year ended December 31, 2015. The decrease was primarily due to lower impairment charges and lower expenses, including interest, partially offset by losses compared to gains on oil and natural gas derivatives for the comparative period, from discontinued operations, the gain on extinguishment of debt in 2015, lower production revenues and losses compared to gains. See discussion above for explanations of variances.

Liquidity and Capital Resources

The Company's sources of cash have primarily consisted of proceeds from its 2017 and 2018 divestitures of oil and natural gas properties and net cash provided by operating activities. As a result of divesting certain oil and natural gas properties in 2017 and the first quarter of 2018, the Company received over $1.5 billion in net cash

proceeds in 2017 and approximately $232 million in net cash proceeds during the three months ended March 31, 2018. The Company repaid all of its outstanding debt as of July 31, 2017. The Company has also used its cash to fund capital expenditures, principally for the development of its oil and natural gas properties, and plant and pipeline construction, as well as repurchases of LINN common stock. Based on current expectations, the Company believes its liquidity and capital resources will be sufficient to conduct its business and operations.

See below for details regarding capital expenditures for the periods presented:

	Successor			Predecessor		
(in thousands)	Three Months Ended March 31, 2018	Ten Months Ended December 31, 2017	One Month Ended March 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Oil and natural gas	$ 10,064	$ 199,866	$ 16,992	$ 39,409	$ 126,876	$ 286,028
Plant and pipeline	56,861	93,318	1,413	4,990	36,433	2,539
Other	3	5,626	129	1,243	8,315	45,387
Capital expenditures, excluding acquisitions	$ 66,928	$ 298,810	$ 18,534	$ 45,642	$ 171,624	$ 333,954
Capital expenditures, excluding acquisitions—discontinued operations	$ —	$ 2,033	$ 876	$ 436	$ 1,109	$ 32,152

The increase in capital expenditures in 2017 and the three months ended March 31, 2018 was primarily due to oil and natural gas development activities in the Merge/SCOOP/STACK and plant and pipeline construction activities associated with the Chisholm Trail Cryogenic Gas Plant. For 2018, the Company estimates its total capital expenditures, excluding acquisitions, will be approximately $160 million, including approximately $35 million related to its oil and natural gas capital program and approximately $120 million related to Blue Mountain. This estimate is under continuous review and subject to ongoing adjustments.

Statements of Cash Flows

The following is a comparative cash flow summary:

	Successor			Predecessor		
(in thousands)	Three Months Ended March 31, 2018	Ten Months Ended December 31, 2017	One Month Ended March 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Net cash:						
Provided by operating activities	$ 50,866	$ 231,021	$ 17,763	$ 152,714	$ 875,306	$ 1,127,700
Provided by (used in) investing activities	160,260	1,257,352	(22,384)	(58,756)	(230,438)	(276,023)
Used in financing activities	(427,589)	(1,111,473)	(48,595)	(437,730)	(164,150)	(850,886)
Net increase (decrease) in cash, cash equivalents and restricted cash	$ (216,463)	$ 376,900	$ (53,216)	$ (343,772)	$ 480,718	$ 791

Operating Activities

Cash provided by operating activities was approximately $51 million compared to approximately $18 million and $153 million for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively. The decrease was primarily due to lower production related revenues principally due to lower production volumes.

Cash provided by operating activities was approximately $231 million and $153 million for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, compared to approximately $875 million for the year ended December 31, 2016. The decrease was primarily due to lower cash settlements on derivatives, partially offset by higher production related revenues principally due to higher commodity prices.

Cash provided by operating activities for the year ended December 31, 2016 was approximately $875 million, compared to approximately $1.1 billion for the year ended December 31, 2015. The decrease was primarily due to lower cash settlements on derivatives and lower production related revenues principally due to lower commodity prices and lower production volumes, partially offset by lower expenses.

Investing Activities

The following provides a comparative summary of cash flow from investing activities:

	Successor			Predecessor		
(in thousands)	Three Months Ended March 31, 2018	Ten Months Ended December 31, 2017	One Month Ended March 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Cash flow from investing activities:						
Capital expenditures	$ (72,134)	$ (260,316)	$ (22,245)	$ (58,006)	$ (215,857)	$ (599,050)
Proceeds from sale of properties and equipment and other	232,394	1,172,025	326	(166)	(4,690)	349,200
Net cash provided by (used in) investing activities—continuing operations	160,260	911,709	(21,919)	(58,172)	(220,547)	(249,850)
Net cash provided by (used in) investing activities—discontinued operations	—	345,643	(465)	(584)	(9,891)	(26,173)
Net cash provided by (used in) investing activities	$ 160,260	$ 1,257,352	$ (22,384)	$ (58,756)	$ (230,438)	$ (276,023)

The primary use of cash in investing activities is for the development of the Company's oil and natural gas properties. Capital expenditures decreased in the three months ending March 31, 2018 compared to the one month ended March 31, 2017 and the two months ended February 28, 2017 primarily due to lower oil and natural gas capital spending, partially offset by higher spending on plant and pipeline construction related to the Chisholm Trail Cryogenic Gas Plant. Capital expenditures increased in 2017 primarily due to higher spending on development activities in the Company's Mid-Continent, Rockies, East Texas and North Louisiana regions. Capital expenditures decreased during 2016 and 2015 primarily due to lower spending on development activities throughout the Company's various operating regions as a result of continued low commodity prices. The Company made no acquisitions of properties during the three months ended March 31, 2018, or during 2017, 2016 or 2015. The Company has classified the cash flows of its California properties as discontinued operations.

Proceeds from sale of properties and equipment and other for the three months ended March 31, 2018, include cash proceeds received of approximately $109 million from the West Texas Assets Sale, approximately $101 million (excluding a deposit of approximately $12 million received in 2017) from the Oklahoma and Texas Assets Sale and deposits of approximately $18 million related to the Altamont Bluebell Assets Sale and the New Mexico Assets Sale. See Note 4 to the unaudited condensed consolidated and combined financial statements for additional details of divestitures.

Proceeds from sale of properties and equipment and other for the ten months ended December 31, 2017, include cash proceeds received of approximately $258 million from the Williston Assets Sale, $195 million from the Washakie Assets Sale, approximately $49 million from the South Texas Assets Sales, approximately $31 million from the Permian Basin Assets Sales, approximately $74 million from the Salt Creek Assets Sale and approximately $565 million from the Jonah Assets Sale. In addition, $3 million received from the 2017 divestitures and approximately $12 million received from divestitures that closed in 2018 were in escrow and classified as restricted cash. See Note 4 to the audited consolidated and combined financial statements and Note 4 to the unaudited condensed consolidated and combined financial statements for additional details of divestitures. Proceeds from the sale of properties and equipment and other for the year ended December 31, 2015, include approximately $276 million in net cash proceeds received from the Howard County Assets Sale in August 2015.

Financing Activities

Cash used in financing activities was approximately $428 million for the three months ended March 31, 2018, compared to approximately $49 million and $438 million for the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively. During the three months ended March 31, 2018, the primary use of cash in financing activities was for repurchases of LINN common stock and settlement of restricted stock units under the Company's liquidity program (see Note 12 to the unaudited condensed consolidated and combined financial statements). During the one month ended March 31, 2017, and the two months ended February 28, 2017, the primary use of cash in financing activities was for repayments of debt.

Cash used in financing activities was approximately $1.1 billion and $438 million for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively, compared to cash provided by financing activities of approximately $164 million for the year ended December 31, 2016. During the year ended December 31, 2015, cash used in financing activities was approximately $851 million. In 2017, the primary use of cash in financing activities was for repayments of debt. During the year ended December 31, 2016, the Company borrowed approximately $979 million under its credit facility, including approximately $919 million in February 2016 which represented the remaining undrawn amount that was available. In addition, during the year ended December 31, 2016, the Company repaid approximately $913 million under its credit facility and term loan, primarily using the net cash proceeds from canceled derivative contracts (see Note 7 to the audited consolidated and combined financial statements and Note 8 to the unaudited condensed consolidated and combined financial statements).

The following provides a comparative summary of proceeds from borrowings and repayments of debt:

(in thousands)	Successor		Predecessor		
	Ten Months Ended December 31, 2017	One Month Ended March 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Proceeds from borrowings:					
Successor Credit Facility	$ 190,000	$ 30,000	$ —	$ —	$ —
Predecessor Credit Facility	—	—	—	978,500	1,445,000
	$ 190,000	$ 30,000	$ —	$ 978,500	$ 1,445,000
Repayments of debt:					
Successor Credit Facility	$ (790,000)	$ (96,250)	$ —	$ —	$ —
Successor Term Loan	(300,000)	—	—	—	—
Predecessor Credit Facility	—	—	(1,038,986)	(814,298)	(1,275,000)
Predecessor senior notes	—	—	—	—	(553,461)
Predecessor bridge loan and term loan	—	—	—	(98,911)	—
	$ (1,090,000)	$ (96,250)	$ (1,038,986)	$ (913,209)	$ (1,828,461)

On February 28, 2017, the Company canceled its obligations under the Predecessor Credit Facility and entered into the Successor Credit Facility, which was a net transaction and is reflected as such on the consolidated and combined statement of cash flows. In addition, in February 2017, the Company made a $30 million payment to holders of claims under the Second Lien Notes. See Note 15 to the audited consolidated and combined financial statements for details about the Company's borrowings and repayments of debt that were reflected as noncash transactions.

Debt

The following summarizes the Company's outstanding debt:

(in thousands, except percentages)	Successor December 31, 2017	Predecessor December 31, 2016
Revolving credit facility	$ —	$ —
Predecessor credit facility	—	1,654,745
Predecessor term loan	—	284,241
6.50% senior notes due May 2019	—	562,234
6.25% senior notes due November 2019	—	581,402
8.625% senior notes due April 2020	—	718,596
12.00% senior secured second lien notes due December 2020	—	1,000,000
7.75% senior notes due February 2021	—	779,474
6.50% senior notes due September 2021	—	381,423
Net unamortized deferred financing fees	—	(1,257)
Total debt, net	—	5,960,858
Less current portion, net (1)	—	(1,937,729)
Less liabilities subject to compromise (2)	—	(4,023,129)
Long-term debt	$ —	$ —

(1) Due to covenant violations, the Predecessor's credit facility and term loan were classified as current at December 31, 2016.

(2) The Predecessor's senior notes and Second Lien Notes were classified as liabilities subject to compromise at December 31, 2016. On the Effective Date, pursuant to the terms of the Plan, all outstanding amounts under these debt instruments were canceled.

As of March 31, 2018, there were no borrowings outstanding under the Revolving Credit Facility and there was approximately $343 million of available borrowing capacity (which includes a $47 million reduction for outstanding letters of credit).

In connection with the entry into the Revolving Credit Facility in August 2017, the Successor Credit Facility was terminated and repaid in full. On the Effective Date, pursuant to the terms of the Plan, all outstanding obligations under the Predecessor's credit facility, Second Lien Notes and senior notes were canceled.

During the year ended December 31, 2015, the Company repurchased, through privately negotiated transactions and on the open market, approximately $927 million of its outstanding senior notes as follows:

- 6.50% senior notes due May 2019—$53 million;
- 6.25% senior notes due November 2019—$395 million;
- 8.625% senior notes due April 2020—$295 million;
- 7.75% senior notes due February 2021—$36 million; and
- 6.50% senior notes due September 2021—$148 million.

In connection, with the repurchases, the Company paid approximately $553 million in cash.

For additional information related to the Company's outstanding debt, see Note 6 to the audited consolidated and combined financial statements and Note 7 to the unaudited condensed consolidated and combined financial statements.

2018 Oil and Natural Gas Capital Budget

For 2018, we estimate our total capital expenditures, excluding acquisitions, will be approximately $160 million, including approximately $35 million related to its oil and natural gas capital program and approximately $120 million related to Blue Mountain. This estimate is under continuous review and subject to ongoing adjustments.

Counterparty Credit Risk

The Company accounts for its commodity derivatives at fair value. The Company's counterparties are participants in the Revolving Credit Facility. The Revolving Credit Facility is secured by certain of the Company's and its subsidiaries' oil, natural gas and NGL reserves and personal property; therefore, the Company is not required to post any collateral. The Company does not receive collateral from its counterparties. The Company minimizes the credit risk in derivative instruments by: (i) limiting its exposure to any single counterparty; (ii) entering into derivative instruments only with counterparties that meet the Company's minimum credit quality standard, or have a guarantee from an affiliate that meets the Company's minimum credit quality standard; and (iii) monitoring the creditworthiness of the Company's counterparties on an ongoing basis. In accordance with the Company's standard practice, its commodity derivatives are subject to counterparty netting under agreements governing such derivatives and therefore the risk of loss due to counterparty nonperformance is somewhat mitigated.

Off-Balance Sheet Arrangements

The Company enters into certain off-balance sheet arrangements and transactions, including operating lease arrangements and undrawn letters of credit. In addition, the Company enters into other contractual agreements in

the normal course of business for processing and transportation as well as for other oil and natural gas activities. Other than the items discussed above, there are no other arrangements, transactions or other relationships with unconsolidated entities or other persons that are reasonably likely to materially affect the Company's liquidity or capital resource positions.

Commitments and Contractual Obligations

The following is a summary of our commitments and contractual obligations as of December 31, 2017:

	Payments Due				
Contractual Obligations	Total	2018	2019 – 2020	2021 – 2022	2023 and Beyond
	(in thousands)				
Operating lease obligations:					
Office, property and equipment leases	$ 5,292	$ 2,812	$ 2,468	$ 12	$ —
Other:					
Commodity derivatives	12,952	10,103	2,849	—	—
Asset retirement obligations	164,553	3,926	8,613	7,731	144,283
Capital commitments	36,035	36,020	10	5	—
	$218,832	$52,861	$13,940	$7,748	$144,283

During the three months ended March 31, 2018, the Company paid approximately $19 million of its capital commitments. There have been no other significant changes to the Company's contractual obligations since December 31, 2017.

Critical Accounting Policies and Estimates

The discussion and analysis of the Company's financial condition and results of operations is based on the consolidated and combined financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles. The preparation of these financial statements requires management of the Company to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosures of contingent assets and liabilities. These estimates and assumptions are based on management's best estimates and judgment. Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors that are believed to be reasonable under the circumstances. Such estimates and assumptions are adjusted when facts and circumstances dictate. Actual results may differ from these estimates and assumptions used in the preparation of the financial statements.

Below are expanded discussions of the Company's more significant accounting policies, estimates and judgments, i.e., those that reflect more significant estimates and assumptions used in the preparation of its financial statements. See Note 1 to the audited consolidated and combined financial statements and Note 1 to the unaudited condensed consolidated and combined financial statements for details about additional accounting policies and estimates made by Company management.

Recently Issued Accounting Standards

For a discussion of recently issued accounting standards, see Note 1 to the audited consolidated and combined financial statements and Note 1 to the unaudited condensed consolidated and combined financial statements.

Fresh Start Accounting

Upon LINN Energy's emergence from Chapter 11 bankruptcy, it adopted fresh start accounting in accordance with the provisions of ASC 852 which resulted in the Company becoming a new entity for financial

reporting purposes. In accordance with ASC 852, the Company was required to adopt fresh start accounting upon its emergence from Chapter 11 because (i) the holders of existing voting ownership interests of the Predecessor received less than 50% of the voting shares of the Successor and (ii) the reorganization value of the Company's assets immediately prior to confirmation of the Plan was less than the total of all post-petition liabilities and allowed claims.

Upon adoption of fresh start accounting, the reorganization value derived from the enterprise value as disclosed in the Plan was allocated to the Company's assets and liabilities based on their fair values (except for deferred income taxes) in accordance with ASC 805 "Business Combinations" ("ASC 805"). The amount of deferred income taxes recorded was determined in accordance with ASC 740 "Income Taxes" ("ASC 740"). The Effective Date fair values of the Company's assets and liabilities differed materially from their recorded values as reflected on the historical balance sheet. The effects of the Plan and the application of fresh start accounting were reflected on the consolidated and combined balance sheet as of February 28, 2017, and the related adjustments thereto were recorded on the consolidated and combined statement of operations for the two months ended February 28, 2017. As a result of the application of fresh start accounting and the effects of the implementation of the plan of reorganization, the consolidated and combined financial statements on or after February 28, 2017, are not comparable with the consolidated and combined financial statements prior to that date. See Note 3 to the audited consolidated and combined financial statements and Note 2 to the unaudited condensed consolidated and combined financial statements for additional information.

Oil and Natural Gas Reserves

Proved reserves are based on the quantities of oil, natural gas and NGL that by analysis of geoscience and engineering data can be estimated with reasonable certainty to be economically producible from a given date forward, from known reservoirs, and under existing economic conditions, operating methods and government regulations prior to the time at which contracts providing the right to operate expire, unless evidence indicates that renewal is reasonably certain. The independent engineering firm, DeGolyer and MacNaughton, prepared a reserve and economic evaluation of all of the Company properties on a well-by-well basis as of December 31, 2017, and the reserve estimates reported herein were prepared by DeGolyer and MacNaughton. The reserve estimates were reviewed and approved by the Company's senior engineering staff and management, with final approval by its Executive Vice President and Chief Operating Officer.

Reserves and their relation to estimated future net cash flows impact the Company's depletion and impairment calculations as well as the Company's application of fresh start accounting. As a result, adjustments to depletion and impairment are made concurrently with changes to reserve estimates. The process performed by the independent engineers to prepare reserve amounts included their estimation of reserve quantities, future production rates, future net revenue and the present value of such future net revenue, based in part on data provided by the Company. The estimates of reserves conform to the guidelines of the SEC, including the criteria of "reasonable certainty," as it pertains to expectations about the recoverability of reserves in future years.

The accuracy of reserve estimates is a function of many factors including the following: the quality and quantity of available data, the interpretation of that data, the accuracy of various economic assumptions and the judgments of the individuals preparing the estimates. In addition, reserve estimates are a function of many assumptions, all of which could deviate significantly from actual results. As such, reserve estimates may materially vary from the ultimate quantities of oil, natural gas and NGL eventually recovered. For additional information regarding estimates of reserves, including the standardized measure of discounted future net cash flows, see "Supplemental Oil and Natural Gas Data (Unaudited)" in the Consolidated and Combined Financial Statements.

Oil and Natural Gas Properties

Proved Properties

The Company accounts for oil and natural gas properties in accordance with the successful efforts method. In accordance with this method, all leasehold and development costs of proved properties are capitalized and amortized on a unit-of-production basis over the remaining life of the proved reserves and proved developed reserves, respectively. Costs of retired, sold or abandoned properties that constitute a part of an amortization base are charged or credited, net of proceeds, to accumulated depreciation, depletion and amortization unless doing so significantly affects the unit-of-production amortization rate, in which case a gain or loss is recognized currently. Gains or losses from the disposal of other properties are recognized currently. Expenditures for maintenance and repairs necessary to maintain properties in operating condition are expensed as incurred. Estimated dismantlement and abandonment costs are capitalized, net of salvage, at their estimated net present value and amortized on a unit-of-production basis over the remaining life of the related proved developed reserves. The Company capitalizes interest on borrowed funds related to its share of costs associated with the drilling and completion of new oil and natural gas wells. Interest is capitalized only during the periods in which these assets are brought to their intended use.

The Company evaluates the impairment of its proved oil and natural gas properties on a field-by-field basis whenever events or changes in circumstances indicate that the carrying value may not be recoverable. The carrying values of proved properties are reduced to fair value when the expected undiscounted future cash flows of proved and risk-adjusted probable and possible reserves are less than net book value. The fair values of proved properties are measured using valuation techniques consistent with the income approach, converting future cash flows to a single discounted amount. Significant inputs used to determine the fair values of proved properties include estimates of: (i) reserves; (ii) future operating and development costs; (iii) future commodity prices; and (iv) a market-based weighted average cost of capital rate. These inputs require significant judgments and estimates by the Company's management at the time of the valuation and are the most sensitive and subject to change. The underlying commodity prices embedded in the Company's estimated cash flows are the product of a process that begins with New York Mercantile Exchange forward curve pricing, adjusted for estimated location and quality differentials, as well as other factors that Company management believes will impact realizable prices.

The Company recorded no impairment charges associated with proved oil and natural gas properties during 2017. Based on the analysis described above, for the years ended December 31, 2016, and December 31, 2015, the Company recorded noncash impairment charges of approximately $165 million and $4.2 billion, respectively, associated with proved oil and natural gas properties. The carrying values of the impaired proved properties were reduced to fair value, estimated using inputs characteristic of a Level 3 fair value measurement. The impairment charges are included in "impairment of long-lived assets" on the consolidated and combined statements of operations.

Unproved Properties

Costs related to unproved properties include costs incurred to acquire unproved reserves. Because these reserves do not meet the definition of proved reserves, the related costs are not classified as proved properties. Unproved leasehold costs are capitalized and amortized on a composite basis if individually insignificant, based on past success, experience and average lease-term lives. Individually significant leases are reclassified to proved properties if successful and expensed on a lease by lease basis if unsuccessful or the lease term expires. Unamortized leasehold costs related to successful exploratory drilling are reclassified to proved properties and depleted on a unit-of-production basis.

The Company evaluates the impairment of its unproved oil and natural gas properties whenever events or changes in circumstances indicate that the carrying value may not be recoverable. The carrying values of unproved properties are reduced to fair value based on management's experience in similar situations and other

factors such as the lease terms of the properties and the relative proportion of such properties on which proved reserves have been found in the past.

The Company recorded no impairment charges associated with unproved properties for the years ended December 31, 2017 or 2016. Based on the analysis described above, for the year ended December 31, 2015, the Company recorded noncash impairment charges of approximately $828 million associated with unproved oil and natural gas properties. The carrying values of the impaired unproved properties were reduced to fair value, estimated using inputs characteristic of a Level 3 fair value measurement. The impairment charges are included in “impairment of long-lived assets” on the consolidated and combined statements of operations.

Accounting for Investment in Roan Resources LLC

The Company uses the equity method of accounting for its investment in Roan. The Company’s equity earnings (losses) consists of its share of Roan’s earnings or losses and the amortization of the difference between the Company’s investment in Roan and Roan’s underlying net assets attributable to certain assets. Impairment testing on the Company’s investment in Roan is performed when events or circumstances warrant such testing and considers whether there is an inability to recover the carrying value of the investment that is other than temporary. See Note 5 to the audited consolidated and combined financial statements and Note 6 to the unaudited condensed consolidated and combined financial statements for additional details about the Company’s investment in Roan.

As discussed above, historically, a subsidiary of the Company owned the equity interest in Roan. However, in connection with the separation, the Company will undergo an internal reorganization resulting in the equity interest in Roan being retained by Linn Energy, Inc. and no longer being affiliated with Riviera. As such, equity earnings (losses) in Roan will not be included in Riviera’s consolidated and combined financial statements in periods subsequent to the spin-off.

Quantitative and Qualitative Disclosures About Market Risk

The Company’s primary market risks are attributable to fluctuations in commodity prices and interest rates. These risks can affect the Company’s business, financial condition, operating results and cash flows. See below for quantitative and qualitative information about these risks.

The following should be read in conjunction with the financial statements and related notes included elsewhere in this prospectus. The reference to a “Note” herein refers to the accompanying Notes to Consolidated and Combined Financial Statements contained elsewhere in this prospectus.

Commodity Price Risk

The Company’s most significant market risk relates to prices of oil, natural gas and NGL. The Company expects commodity prices to remain volatile and unpredictable. As commodity prices decline or rise significantly, revenues and cash flows are likewise affected. In addition, future declines in commodity prices may result in noncash write-downs of the Company’s carrying amounts of its assets.

Historically, the Company has hedged a portion of its forecasted production to reduce exposure to fluctuations in oil and natural gas prices and provide long-term cash flow predictability to manage its business. The Company does not enter into derivative contracts for trading purposes. The appropriate level of production to be hedged is an ongoing consideration based on a variety of factors, including among other things, current and future expected commodity market prices, the Company’s overall risk profile, including leverage and size and scale considerations, as well as any requirements for or restrictions on levels of hedging contained in any credit facility or other debt instrument applicable at the time. In addition, when commodity prices are depressed and forward commodity price curves are flat or in backwardation, the Company may determine that the benefit of hedging its anticipated production at these levels is outweighed by its resultant inability to obtain higher revenues for its production if commodity prices recover during the duration of the contracts. As a result, the appropriate percentage of production volumes to be hedged may change over time.

At March 31, 2018, the fair value of fixed price swaps and collars was a net liability of approximately $14 million. A 10% increase in the index oil and natural gas prices above the March 31, 2018, prices would result in a net liability of approximately $51 million, which represents a decrease in the fair value of approximately $37 million; conversely, a 10% decrease in the index oil and natural gas prices below the March 31, 2018, prices would result in a net asset of approximately $22 million, which represents an increase in the fair value of approximately $36 million.

At December 31, 2017, the fair value of fixed price swaps and collars was a net liability of approximately $2 million. A 10% increase in the index oil and natural gas prices above the December 31, 2017, prices would result in a net liability of approximately $45 million, which represents a decrease in the fair value of approximately $43 million; conversely, a 10% decrease in the index oil and natural gas prices below the December 31, 2017, prices would result in a net asset of approximately $38 million, which represents an increase in the fair value of approximately $40 million.

At December 31, 2016, the fair value of fixed price swaps and collars was a net liability of approximately $85 million. A 10% increase in the index oil and natural gas prices above the December 31, 2016, prices would result in a net liability of approximately $183 million, which represents a decrease in the fair value of approximately $98 million; conversely, a 10% decrease in the index oil and natural gas prices below the December 31, 2016, prices would result in a net asset of approximately $13 million, which represents an increase in the fair value of approximately $98 million.

The Company determines the fair value of its oil and natural gas derivatives utilizing pricing models that use a variety of techniques, including market quotes and pricing analysis. Inputs to the pricing models include publicly available prices and forward price curves generated from a compilation of data gathered from third parties. Company management validates the data provided by third parties by understanding the pricing models used, obtaining market values from other pricing sources, analyzing pricing data in certain situations and confirming that those instruments trade in active markets.

The prices of oil, natural gas and NGL have been extremely volatile, and the Company expects this volatility to continue. Prices for these commodities may fluctuate widely in response to relatively minor changes in the supply of and demand for such commodities, market uncertainty and a variety of additional factors that are beyond its control. Actual gains or losses recognized related to the Company’s derivative contracts depend exclusively on the price of the commodities on the specified settlement dates provided by the derivative contracts. Additionally, the Company cannot be assured that its counterparties will be able to perform under its derivative contracts. If a counterparty fails to perform and the derivative arrangement is terminated, the Company’s cash flows could be impacted.

Interest Rate Risk

At March 31, 2018 and December 31, 2017, the Company had no debt outstanding under the Revolving Credit Facility. At December 31, 2016, the Company had debt outstanding under the Predecessor Credit Facility of approximately $1.9 billion which incurred interest at floating rates. A 1% increase in the respective market rates would result in an estimated $19 million increase in annual interest expense.

OUR BUSINESS

This summary highlights information contained in this prospectus and provides an overview of Riviera, our spin-off from LINN Energy and the distribution of our common stock by LINN Energy to its stockholders. For a more complete understanding of our business and the spin-off, you should read this entire prospectus carefully, particularly the sections titled "Risk Factors" and "Unaudited Pro Forma Condensed Consolidated and Combined Financial Information" and our audited and unaudited consolidated and combined financial statements and the notes thereto included in this prospectus.

Our Company

We are currently an indirect subsidiary of Linn Energy, Inc. After the spin-off is completed, we will be an independent oil and natural gas company with a strategic focus on efficiently operating our mature low-decline assets, developing our growth-oriented assets, and returning capital to stockholders. We will own (i) LINN Energy's legacy properties located in the Hugoton Basin, East Texas, North Louisiana, Michigan/Illinois, the Uinta Basin and Mid-Continent regions, and (ii) Blue Mountain, a midstream company centered in the core of the Merge play in the Anadarko Basin. LINN Energy will not retain any ownership interest in us following the spin-off.

Relationship with LINN Energy

Linn Energy, Inc. is an independent oil and natural gas company that was formed on February 14, 2017, in connection with the reorganization of its predecessor, Linn Energy, LLC. Linn Energy, LLC was publicly traded on the NASDAQ stock exchange from January 2006 to February 2017. In May 2016, following the steep decline in oil and natural gas prices between 2014 and 2016, and after wide ranging efforts to proactively improve its capital structure, Linn Energy, LLC (together with certain of its direct and indirect subsidiaries and affiliates, the "Debtors") filed voluntary petitions for relief under Chapter 11 of the U.S. Bankruptcy Code ("Bankruptcy Code") in the U.S. Bankruptcy Court for the Southern District of Texas ("Bankruptcy Court"). During the pendency of the Chapter 11 proceedings, the Debtors operated their businesses as "debtors-in-possession" under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of the Bankruptcy Code. Linn Energy, Inc. emerged from bankruptcy effective February 28, 2017.

Following the spin-off, we will have an ongoing relationship with LINN Energy, which owns a 50% equity interest in Roan. Under the Transition Services Agreement, we will provide transitional services to LINN Energy for, among other things, finance, information technology, human resources and other services, for a limited time to help ensure an orderly transition following the distribution. For a more detailed description, see "Certain Relationships and Related Party Transactions—Agreements with LINN Energy Related to the Spin-Off."

Certain members of our board of directors also serve on the LINN Energy board of directors. See "Management."

Operating Regions

Our properties are located in six operating regions in the United States:

- Hugoton Basin, which includes oil and natural gas properties, as well as the Jayhawk natural gas processing plant, located in Kansas;
- East Texas, which includes oil and natural gas properties producing primarily from the Cotton Valley and Bossier Sandstone;
- North Louisiana, which includes oil and natural gas properties producing primarily from the Cotton Valley Sandstones;

- Michigan/Illinois, which includes properties producing from the Antrim Shale formation located in northern Michigan and oil properties in southern Illinois;
- Uinta Basin, which includes non-operated properties located in the Dunkards Wash field in Utah (which was included in the Company's previous Rockies operating region); and
- Mid-Continent, which includes properties in the Northwest STACK in northwestern Oklahoma, the Arkoma STACK located in southeastern Oklahoma, and various other oil and natural gas producing properties throughout Oklahoma, as well as the Chisholm Trail midstream business located in the Merge/SCOOP/STACK play.

Hugoton Basin

The Hugoton Basin is a large oil and natural gas producing area located in southwest Kansas extending through the Oklahoma Panhandle into the central portion of the Texas Panhandle. Our Kansas and Oklahoma Panhandle properties primarily produce from the Council Grove and Chase formations at depths ranging from 2,200 feet to 3,100 feet. Our properties in this region are primarily mature, low-decline natural gas wells.

We also own and operate the Jayhawk natural gas processing plant in southwest Kansas with a capacity of approximately 450 MMcf/d, allowing it to receive maximum value from the liquids-rich natural gas produced in the area. Our production in the area is delivered to the plant via a system of approximately 3,840 miles of pipeline and related facilities operated by us, of which approximately 1,165 miles of pipeline are owned by us.

Hugoton Basin proved reserves represented approximately 47% of total proved reserves at December 31, 2017, all of which were classified as proved developed. This region produced approximately 166 MMcfe/d of our 2017 average daily production. During 2017, we invested approximately $1 million for plant and pipeline construction activities and approximately $1 million to develop the properties in this region.

East Texas

The East Texas region consists of properties located in east Texas primarily produces natural gas from the Cotton Valley, Travis Peak and Bossier Sand formations at depths ranging from 7,000 feet to 12,500 feet. Our properties in this region are primarily mature, low-decline natural gas wells. To more efficiently transport its natural gas in east Texas to market, we own and operate a network of natural gas gathering systems comprised of approximately 585 miles of pipeline and associated compression and metering facilities that connect to numerous sales outlets in the area.

East Texas proved reserves represented approximately 15% of total proved reserves at December 31, 2017, of which 88% were classified as proved developed. This region produced approximately 53 MMcfe/d of our 2017 average daily production. During 2017, we invested approximately $22 million to develop the properties in this region and approximately $1 million in exploration activity.

North Louisiana

The North Louisiana region consists of properties located in north Louisiana and primarily produces natural gas from the Cotton Valley, Travis Peak and Bossier Sand formations at depths ranging from 7,000 feet to 12,500 feet. Our properties in this region are primarily mature, low-decline natural gas wells.

North Louisiana proved reserves represented approximately 4% of total proved reserves at December 31, 2017, of which 72% were classified as proved developed. This region produced approximately 29 MMcfe/d of our 2017 average daily production. During 2017, we invested approximately $9 million to develop the properties in this region and approximately $7 million in exploration activity.

Michigan/Illinois

The Michigan/Illinois region consists primarily of natural gas properties in the Antrim Shale formation in north Michigan and oil properties in south Illinois. These wells produce at depths ranging from 500 feet to 4,000 feet. To more efficiently transport its natural gas in Michigan to market, we own and operate a network of natural gas gathering systems comprised of approximately 1,480 miles of pipeline and associated compression and metering facilities that connect to numerous sales outlets in the area.

Michigan/Illinois proved reserves represented approximately 12% of total proved reserves at December 31, 2017, all of which were classified as proved developed. This region produced approximately 29 MMcfe/d of our 2017 average daily production. During 2017, we invested approximately $1 million to develop the properties in this region.

Uinta Basin

The Uinta Basin region consists of non-operated properties located in the Drunkards Wash field in Utah. The Uinta Basin properties were included in the Company's previous Rockies operating region. During 2017 and 2018, the Company divested its Rockies region properties located in Wyoming (Green River, Washakie and Powder River basins), North Dakota (Williston Basin) and certain Utah properties (Altamont Bluebell Field in the Uinta Basin). Uinta Basin proved reserves represented approximately 4% of total proved reserves at December 31, 2017, all of which were classified as proved developed. The Rockies region produced approximately 202 MMcfe/d of the Company's 2017 average daily production. During 2017, the Company invested approximately $48 million to develop the properties in the Rockies region.

Mid-Continent

The Mid-Continent region consists of properties located in the Northwest STACK and Arkoma STACK, as well as other Oklahoma properties. Our properties in this diverse region produce from both oil and natural gas reservoirs at depths ranging from 3,500 feet to 19,000 feet. Our properties in this region are primarily mature, low-decline oil and natural gas wells.

Mid-Continent proved reserves represented approximately 12% of total proved reserves at December 31, 2017, all of which were classified as proved developed. This region produced approximately 98 MMcfe/d of our 2017 average daily production. During 2017, we invested approximately $97 million for plant and pipeline construction activities primarily associated with the Chisholm Trail Cryogenic Gas Plant, approximately $37 million to develop the properties in this region and approximately $111 million in exploration activity.

In July 2017, Blue Mountain entered into a definitive agreement with BCCK to construct the Chisholm Trail Cryogenic Gas Plant. Blue Mountain's assets include the Chisholm Trail midstream business located in Oklahoma. Chisholm Trail is located in the Merge/SCOOP/STACK play in the Mid-Continent region and has approximately 108 miles of existing natural gas gathering pipeline and approximately 60 MMcf/d of current refrigeration capacity. Infrastructure expansions are underway to add low pressure gathering pipelines, increase compression throughput and construct a new 225 MMcf/d cryogenic natural gas processing facility with a total capacity of 250 MMcf/d. The Chisholm Trail Cryogenic Gas Plant is expected to be commissioned by the end of the second quarter of 2018.

Drilling and Acreage

The following table sets forth the wells drilled during the years indicated:

	Year Ended December 31,		
	2017	2016	2015
Gross wells:			
Productive	90	211	388
Dry	—	1	5
	90	212	393
Net development wells:			
Productive	12	26	139
Dry	—	—	1
	12	26	140
Net exploratory wells:			
Productive	9	7	1
Dry	—	—	1
	9	7	2

The total wells above exclude 38 gross wells (32 net wells) drilled by the Company in California during the year ended December 31, 2015. There were no wells drilled by the Company in California during the years ended December 31, 2017 or December 31, 2016.

There were no lateral segments added to existing vertical wellbores during the years ended December 31, 2017 or December 31, 2016. There were two lateral segments added to existing vertical wellbores during the year ended December 31, 2015. As of June 22, 2018, the Company had 14 gross (1.5 net) wells in progress, and no wells were temporarily suspended.

This information should not be considered indicative of future performance, nor should it be assumed that there is necessarily any correlation between the number of productive wells drilled and the quantities or economic value of reserves found. Productive wells are those that produce commercial quantities of oil, natural gas or NGL, regardless of whether they generate a reasonable rate of return.

The following table sets forth information about our drilling locations and net acres of leasehold interests as of December 31, 2017:

	Total (1)
Proved undeveloped	8
Other locations (2)	4,202
Total drilling locations	4,210
Leasehold interests—net acres (in thousands)	2,254

(1) Does not include optimization projects.
(2) Includes approximately 500 locations divested during 2018.

As shown in the table above, as of December 31, 2017, we had eight proved undeveloped drilling locations (specific drilling locations as to which the independent engineering firm, DeGolyer and MacNaughton, assigned proved undeveloped reserves as of such date) and we had identified 4,202 additional unproved drilling locations (specific drilling locations as to which DeGolyer and MacNaughton has not assigned any proved reserves) on

acreage that we have under existing leases. Successful development wells frequently result in the reclassification of adjacent lease acreage from unproved to proved. The number of unproved drilling locations that will be reclassified as proved drilling locations will depend on our drilling program, its commitment to capital and commodity prices.

Productive Wells

The following table sets forth information relating to the productive wells in which we owned a working interest as of December 31, 2017. Productive wells consist of producing wells and wells capable of production, including wells awaiting pipeline or other connections to commence deliveries. The number of wells below does not include approximately 2,204 gross productive wells in which we own a royalty interest only.

	Natural Gas Wells		Oil Wells		Total Wells (1)	
	Gross	Net	Gross	Net	Gross	Net
Operated (2)	7,232	6,399	3,313	3,093	10,545	9,492
Non-operated (3)	4,438	1,064	935	98	5,373	1,162
	11,670	7,463	4,248	3,191	15,918	10,654

(1) Includes approximately 4,000 gross and 3,000 net wells divested in 2018.
(2) We had five operated wells with multiple completions at December 31, 2017.
(3) We had one non-operated wells with multiple completions at December 31, 2017.

Developed and Undeveloped Acreage

The following table sets forth information relating to leasehold acreage as of December 31, 2017:

	Developed Acreage		Undeveloped Acreage		Total Acreage (1)	
	Gross	Net	Gross	Net	Gross	Net
			(in thousands)			
Leasehold acreage	3,621	2,245	26	9	3,647	2,254

(1) Includes approximately 400,000 gross and 300,000 net acres divested in 2018.

Future Acreage Expirations

Our investment in developed and undeveloped acreage comprises numerous leases. The terms and conditions under which we maintain exploration or production rights to the acreage are property-specific, contractually defined and vary significantly from property to property. If production is not established or we take no other action to extend the terms of the related leases, undeveloped acreage will expire. We currently have no material undeveloped acreage due to expire during the next three years.

Programs are designed to ensure that the exploration potential of any property is fully evaluated before expiration. In some instances, we may elect to relinquish acreage in advance of the contractual expiration date if the evaluation process is complete and there is not a business basis for extension. In cases where additional time may be required to fully evaluate acreage, we have generally been successful in obtaining extensions. We utilize various methods to manage the expiration of leases, including drilling the acreage prior to lease expiration or extending lease terms.

Production, Price and Cost History

Our natural gas production is primarily sold under short-term market-sensitive contracts that are typically priced at a differential to the published natural gas index price for the producing area due to the natural gas

quality and the proximity to major consuming markets. In certain circumstances, we have entered into natural gas processing contracts whereby the residue natural gas is sold under short-term contracts but the related NGL are sold under long-term contracts. In all such cases, the residue natural gas and NGL are sold at market-sensitive index prices. As of December 31, 2017, we had natural gas delivery commitments under a long-term contract of approximately 12 Bcf to be delivered in 2018, approximately 16 Bcf to be delivered each year from 2019 through 2025 and approximately 4 Bcf to be delivered in 2026. We expect to fulfill these delivery commitments with existing proved developed reserves dedicated to our Blue Mountain midstream business. If production is not sufficient to meet contractual delivery commitments, we may be subject to shortfall penalties. As of December 31, 2017, we had no NGL delivery commitments under long-term contracts.

Our natural gas production is sold to purchasers under spot price contracts, percentage-of-index contracts or percentage-of-proceeds contracts. Under percentage-of-index contracts, we receive a price for natural gas and NGL based on indexes published for the producing area. Under percentage-of-proceeds contracts, we receive a percentage of the resale price received by the purchaser for sales of residue natural gas and NGL recovered after transportation and processing of natural gas. These purchasers sell the residue natural gas and NGL based primarily on spot market prices.

Our natural gas is transported through our own and third-party gathering systems and pipelines. We incur processing, gathering and transportation expenses to move its natural gas from the wellhead to a purchaser-specified delivery point. These expenses vary based on the volume, distance shipped and the fee charged by the third-party processor or transporter.

Our oil production is primarily sold under short-term market-sensitive contracts that are typically priced at a differential to the New York Mercantile Exchange (“NYMEX”) price or at purchaser posted prices for the producing area. As of December 31, 2017, we had no oil delivery commitments under long-term contracts.

The following table sets forth information regarding total production, average daily production, average prices and average costs for each of the periods indicated:

	Successor	Predecessor		
	Ten Months Ended December 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Total production:				
Natural gas (MMcf)	118,110	29,223	187,068	200,488
Oil (MBbls)	5,442	1,191	8,088	10,018
NGL (MBbls)	6,287	1,263	9,281	9,347
Total (MMcfe)	188,481	43,945	291,285	316,677
Total production—Equity method investments: (1)				
Total (MMcfe)	9,235	—	—	—
Average daily production:				
Natural gas (MMcf/d)	386	495	511	549
Oil (MBbls/d)	17.8	20.2	22.1	27.4
NGL (MBbls/d)	20.5	21.4	25.4	25.6
Total (MMcfe/d)	616	745	796	867
Average daily production—Equity method investments: (1)				
Total (MMcfe/d)	30	—	—	—
Weighted average prices: (2)				
Natural gas (Mcf)	$ 2.69	$ 3.41	$ 2.28	$ 2.56
Oil (Bbl)	$ 47.42	$ 49.16	$ 39.00	$ 43.42
NGL (Bbl)	$ 21.28	$ 24.37	$ 14.26	$ 12.66
Average NYMEX prices:				
Natural gas (MMBtu)	$ 3.00	$ 3.66	$ 2.46	$ 2.66
Oil (Bbl)	$ 50.53	$ 53.04	$ 43.32	$ 48.80
Costs per Mcfe of production:				
Lease operating expenses	$ 1.11	$ 1.13	$ 1.02	$ 1.11
Transportation expenses	$ 0.60	$ 0.59	$ 0.55	$ 0.53
General and administrative expenses (3)	$ 0.62	$ 1.63	$ 0.82	$ 0.90
Depreciation, depletion and amortization	$ 0.71	$ 1.07	$ 1.18	$ 1.62
Taxes, other than income taxes	$ 0.25	$ 0.34	$ 0.23	$ 0.31
Total production—Discontinued operations: (4)				
Total (MMcfe)	4,326	1,755	11,849	10,910

(1) Represents the Company's historical 50% equity interest in Roan, which will be retained by LINN Energy following the spin-off. Production of Roan for 2017 is for the period from September 1, 2017 through December 31, 2017.

(2) Does not include the effect of gains (losses) on derivatives.

(3) General and administrative expenses for the ten months ended December 31, 2017, the two months ended February 28, 2017, and the years ended December 31, 2016, and December 31, 2015, include approximately $41 million, $50 million, $34 million and $47 million, respectively, of noncash unit-based compensation expenses. In addition, general and administrative expenses for the two months ended February 28, 2017, and the years ended December 31, 2016 and December 31, 2015, include expenses incurred by LINN Energy associated with the operations of Berry. On February 28, 2017, LINN Energy and Berry emerged from bankruptcy as stand-alone, unaffiliated entities.

(4) Total production of the Company's California properties reported as discontinued operations for 2017 is for the period from January 1, 2017 through July 31, 2017.

The following table sets forth information regarding production volumes for fields with greater than 15% of our total proved reserves for each of the years indicated:

	Year Ended December 31,		
	2017	2016	2015
Total production:			
Hugoton Basin Field:			
Natural gas (MMcf)	34,363	38,501	41,294
Oil (MBbls)	45	27	21
NGL (MBbls)	2,968	2,983	3,061
Total (MMcfe)	52,437	56,566	59,787
Green River Basin Field:			
Natural gas (MMcf)	*	44,668	*
Oil (MBbls)	*	477	*
NGL (MBbls)	*	1,349	*
Total (MMcfe)	*	55,625	*

* Represented less than 15% of the Company's total proved reserves for the year indicated. The Company sold its properties in the Green River Basin Field in May 2017.

Reserve Data

Proved Reserves

The following table sets forth estimated proved oil, natural gas and NGL reserves and the standardized measure of discounted future net cash flows at December 31, 2017, based on reserve reports prepared by independent engineers, DeGolyer and MacNaughton:

	Proved Reserves			
	Natural Gas (Bcf)	Oil (MMBbls)	NGL (MMBbls)	Total (Bcfe)
Proved reserves—LINN Energy:				
Proved developed reserves	1,323	27.0	70.5	1,908
Proved undeveloped reserves	54	0.1	1.0	60
Total proved reserves	1,377	27.1	71.5	1,968
Proved reserves—Equity method investments: (1)				
Proved developed reserves	130	6.2	12.0	239
Proved undeveloped reserves	213	12.5	27.8	455
Total proved reserves	343	18.7	39.8	694

Standardized measure of discounted future net cash flows (in millions): (2)	
LINN Energy	$1,045
Equity Method Investments (1)	$ 598
Representative NYMEX prices: (3)	
Natural gas (MMBtu)	$ 2.98
Oil (Bbl)	$51.34

(1) Represents the Company's historical 50% equity interest in Roan, which will be retained by LINN Energy following the spin-off.
(2) This measure is not intended to represent the market value of estimated reserves.
(3) In accordance with SEC regulations, reserves were estimated using the average price during the 12-month period, determined as an unweighted average of the first-day-of-the-month price for each month, excluding

escalations based upon future conditions. The average price used to estimate reserves is held constant over the life of the reserves.

During the year ended December 31, 2017, our PUDs decreased to 60 Bcfe from 266 at December 31, 2016, representing a decrease of approximately 206 Bcfe. The decrease was primarily due to the sale of approximately 243 Bcfe of PUDs related to the 2017 divestitures and the development of approximately 15 Bcfe of PUDs during 2017, partially offset by approximately 52 Bcfe of PUDs added as a result of our drilling activities. During the year ended December 31, 2017, we incurred approximately $10 million in capital expenditures to convert 52 Bcfe of reserves that were classified as PUDs at December 31, 2016 to proved developed reserves.

Based on the December 31, 2017 reserve reports, the amounts of capital expenditures estimated to be incurred in 2018, 2019 and 2020 to develop our PUDs are approximately $23 million, $14 million and $14 million, respectively. The amount and timing of these expenditures will depend on a number of factors, including actual drilling results, service costs and product prices. None of the 60 Bcfe of PUDs at December 31, 2017, has remained undeveloped for five years or more. All PUD properties are included in our current five-year development plan.

Reserve engineering is inherently a subjective process of estimating underground accumulations of oil, natural gas and NGL that cannot be measured exactly. The accuracy of any reserve estimate is a function of the quality of available data and engineering and geological interpretation and judgment. Accordingly, reserve estimates may vary from the quantities of oil, natural gas and NGL that are ultimately recovered. Future prices received for production may vary, perhaps significantly, from the prices assumed for the purposes of estimating the standardized measure of discounted future net cash flows. The standardized measure of discounted future net cash flows should not be construed as the market value of the reserves at the dates shown. The 10% discount factor required to be used under the provisions of applicable accounting standards may not be the most appropriate discount factor based on interest rates in effect from time to time and risks associated with us or the oil and natural gas industry. The standardized measure of discounted future net cash flows is materially affected by assumptions regarding the timing of future production, which may prove to be inaccurate.

The reserve estimates reported herein were prepared by independent engineers, DeGolyer and MacNaughton. The process performed by the independent engineers to prepare reserve amounts included their estimation of reserve quantities, future production rates, future net revenue and the present value of such future net revenue, based in part on data provided by us. When preparing the reserve estimates, the independent engineering firm did not independently verify the accuracy and completeness of the information and data furnished by us with respect to ownership interests, production, well test data, historical costs of operation and development, product prices, or any agreements relating to current and future operations of the properties and sales of production. However, if in the course of their work, something came to their attention that brought into question the validity or sufficiency of any such information or data, they did not rely on such information or data until they had satisfactorily resolved their questions relating thereto. The estimates of reserves conform to the guidelines of the SEC, including the criteria of “reasonable certainty,” as it pertains to expectations about the recoverability of reserves in future years. The independent engineering firm also prepared estimates with respect to reserve categorization, using the definitions of proved reserves set forth in Regulation S-X Rule 4-10(a) and subsequent SEC staff interpretations and guidance.

Our internal control over the preparation of reserve estimates is a process designed to provide reasonable assurance regarding the reliability of our reserve estimates in accordance with SEC regulations. The preparation of reserve estimates was overseen by our Corporate Reserves Manager, who has Master of Petroleum Engineering and Master of Business Administration degrees and more than 30 years of oil and natural gas industry experience. The reserve estimates were reviewed and approved by our senior engineering staff and management, with final approval by its Executive Vice President and Chief Operating Officer. For additional information regarding estimates of reserves, including the standardized measure of discounted future net cash flows, see the audited and unaudited consolidated and combined financial statements included elsewhere in this prospectus. We have not filed reserve estimates with any federal authority or agency, with the exception of the SEC.

Operational Overview

General

We generally seek to be the operator of our properties so that we can develop drilling programs and optimization projects intended to not only replace production, but also to add value through reserve and production growth and future operational synergies. Many of our wells are completed in multiple producing zones with commingled production and long economic lives.

Principal Customers

For the year ended December 31, 2017, no individual customer exceeded 10% of our sales of oil, natural gas and NGL. If we were to lose any one of its major oil and natural gas purchasers, the loss could temporarily cease or delay production and sale of its oil and natural gas in that particular purchaser's service area. If we were to lose a purchaser, we believe we could identify a substitute purchaser. However, if one or more of the large purchasers ceased purchasing oil and natural gas altogether, it could have a detrimental effect on the oil and natural gas market in general and on the prices and volumes of oil, natural gas and NGL that we are able to sell.

Competition

The oil and natural gas industry is highly competitive. We encounter strong competition from other independent operators in contracting for drilling and other related services, as well as hiring trained personnel. We are also affected by competition for drilling rigs and the availability of related equipment. In the past, the oil and natural gas industry has experienced shortages of drilling rigs, equipment, pipe and personnel, which has delayed development drilling and has caused significant price increases. We are unable to predict when, or if, such shortages may occur or how they would affect our drilling program.

Operating Hazards and Insurance

The oil and natural gas industry involves a variety of operating hazards and risks that could result in substantial losses from, among other things, injury or loss of life, severe damage to or destruction of property, natural resources and equipment, pollution or other environmental damage, cleanup responsibilities, regulatory investigation and penalties, and suspension of operations. We may be liable for environmental damages caused by previous owners of property we purchase and lease. As a result, we may incur substantial liabilities to third parties or governmental entities, the payment of which could reduce or eliminate funds otherwise available, or result in the loss of properties. In addition, we participate in wells on a non-operated basis, and therefore may be limited in our ability to control the risks associated with the operation of such wells.

In accordance with customary industry practices, we maintain insurance against some, but not all, potential losses. We cannot provide assurance that any insurance we obtain will be adequate to cover any losses or liabilities. We have elected to self-insure for certain items for which we have determined that the cost of available insurance is excessive relative to the risks presented. In addition, pollution and environmental risks generally are not fully insurable. The occurrence of an event not fully covered by insurance could have a material adverse effect on our financial position, results of operations and cash flows. For more information about potential risks that could affect us, see "Risk Factors."

Title to Properties

Prior to the commencement of drilling operations, we conduct a title examination and performs curative work with respect to significant defects. To the extent title opinions or other investigations reflect title defects on those properties, we are typically responsible for curing any title defects at its expense prior to commencing drilling operations. Prior to completing an acquisition of producing leases, we perform title reviews on the most significant leases and, depending on the materiality of properties, we may obtain a title opinion or review

previously obtained title opinions. As a result, we have obtained title opinions on a significant portion of its properties and believes that it has satisfactory title to its producing properties in accordance with standards generally accepted in the industry.

Seasonality and Cyclicality

Seasonal weather conditions and lease stipulations can limit the drilling and producing activities and other operations in regions of the U.S. in which we operate. These seasonal conditions can pose challenges for meeting the well drilling objectives and increase competition for equipment, supplies and personnel, which could lead to shortages and increase costs or delay operations. For example, our operations may be impacted by ice and snow in the winter and by electrical storms and high temperatures in the spring and summer, as well as by wild fires in the fall.

The demand for natural gas typically decreases during the summer months and increases during the winter months. Seasonal anomalies sometimes lessen this fluctuation. In addition, certain natural gas consumers utilize natural gas storage facilities and purchase some of their anticipated winter requirements during the summer, which can also lessen seasonal demand fluctuations.

Government Regulation

Our operations are subject to stringent federal, state and local laws and regulations governing the discharge of materials into the environment or otherwise relating to environmental protection. Our operations are subject to the same environmental laws and regulations as other companies in the oil and natural gas industry. These laws and regulations may:

- require the acquisition of various permits before drilling commences;
- require notice to stakeholders of proposed and ongoing operations;
- require the installation of expensive pollution control equipment;
- restrict the types, quantities and concentration of various substances that can be released into the environment in connection with drilling and production activities;
- limit or prohibit drilling activities on lands located within wilderness, wetlands, areas inhabited by endangered species and other protected areas;
- require remedial measures to prevent pollution from former operations, such as pit closure, reclamation and plugging and abandonment of wells;
- impose substantial liabilities for pollution resulting from operations; and
- require preparation of a Resource Management Plan, an Environmental Assessment, and/or an Environmental Impact Statement with respect to operations affecting federal lands or leases.

These laws and regulations may also restrict the production rate of oil, natural gas and NGL below the rate that would otherwise be possible. The regulatory burden on the industry increases the cost of doing business and consequently affects profitability. Failure to comply with these laws and regulations may trigger a variety of administrative, civil and criminal enforcement measures, including the assessment of monetary fines or penalties, the imposition of investigatory or remedial requirements, and the issuance of orders enjoining future operations. Moreover, accidental releases or spills may occur in the course of our operations, which may result in significant costs and liabilities, including third-party claims for damage to property, natural resources or persons. Additionally, Congress and federal and state agencies frequently revise environmental laws and regulations, and any changes that result in more stringent and costly requirements for the oil and natural gas industry could have a significant impact on operating costs.

The environmental laws and regulations applicable to us and our operations include, among others, the following U.S. federal laws and regulations:

- Clean Air Act, which governs air emissions;
- Clean Water Act ("CWA"), which governs discharges to and excavations within the waters of the United States;
- Comprehensive Environmental Response, Compensation and Liability Act, which imposes liability where hazardous releases have occurred or are threatened to occur (commonly known as "Superfund");
- The Oil Pollution Act of 1990, which amends and augments the CWA and imposes certain duties and liabilities related to the prevention of oil spills and damages resulting from such spills;
- Energy Independence and Security Act of 2007, which prescribes new fuel economy standards and other energy saving measures;
- National Environmental Policy Act ("NEPA"), which governs oil and natural gas production activities on federal lands;
- Resource Conservation and Recovery Act, which governs the management of solid waste;
- Safe Drinking Water Act ("SDWA"), which governs the underground injection and disposal of wastewater;
- Endangered Species Act ("ESA"), which restricts activities that may affect endangered and threatened species or their habitats; and
- U.S. Department of Interior regulations, which impose liability for pollution cleanup and damages.

Various states regulate the drilling for, and the production, gathering and sale of, oil, natural gas and NGL, including imposing production taxes and requirements for obtaining drilling permits. States also regulate the method of developing new fields, the spacing and operation of wells and the prevention of waste of resources. States may regulate rates of production and may establish maximum daily production allowables from wells based on market demand or resource conservation, or both. States do not regulate wellhead prices or engage in other similar direct economic regulations, but there can be no assurance that they will not do so in the future. The effect of these regulations may be to limit the amounts of oil, natural gas and NGL that may be produced from our wells and to limit the number of wells or locations it can drill. The oil and natural gas industry is also subject to compliance with various other federal, state and local regulations and laws. Some of those laws relate to occupational safety, resource conservation and equal opportunity employment.

We believe that we substantially comply with all current applicable environmental laws and regulations and that continued compliance with existing requirements will not have a material adverse impact on our business, financial condition, results of operations or cash flows. Future regulatory issues that could impact us include new rules or legislation relating to the items discussed below.

Climate Change

In December 2009, the EPA determined that emissions of carbon dioxide, methane and other GHGs present an endangerment to public health and the environment because emissions of such gases are, according to the EPA, contributing to warming of the earth's atmosphere and other climatic changes. Based on these findings, the EPA has adopted and implemented regulations to restrict emissions of GHGs under existing provisions of the CAA. In May 2016, the EPA finalized rules that set additional emissions limits for volatile organic compounds and established new controls for emissions of methane from new, modified or reconstructed sources in the oil and natural gas source category, including production, processing, transmission and storage activities. The rules include first-time standards to address emissions of methane from equipment and processes across the source category, including hydraulically fractured oil and natural gas well completions. In June 2017, the EPA issued a

proposal to stay certain of these requirements for two years and reconsider the entirety of the 2016 rules; however, the rules currently remain in effect. In addition, in April 2018, a coalition of states filed a lawsuit in the U.S. District Court for the District of Columbia aiming to force the EPA to establish guidelines for limiting methane emissions from existing sources in the oil and natural gas sector; that lawsuit is pending. The EPA has also adopted rules requiring the monitoring and reporting of GHG emissions from specified sources in the United States including, among other things, certain onshore oil and natural gas production facilities, on an annual basis. In addition, in 2015, the United States participated in the United Nations Climate Change Conference, which led to the creation of the Paris Agreement. The Paris Agreement requires member countries to review and "represent a progression" in their intended nationally determined contributions, which set GHG emission reduction goals every five years beginning in 2020. In June 2017, the United States announced its withdrawal from the Paris Agreement, although the earliest possible effective date of withdrawal is November 2020. Despite the planned withdrawal, certain U.S. city and state governments have announced their intention to satisfy their proportionate obligations under the Paris Agreement. Legislation has from time to time been introduced in Congress that would establish measures restricting GHG emissions in the United States, and a number of states have begun taking actions to control and/or reduce emissions of GHGs.

Some scientists have concluded that increasing concentrations of GHGs in the Earth's atmosphere may produce climate changes that have significant physical effects, such as increased frequency and severity of storms, floods and other climatic events. If any such effects were to occur, they could adversely affect or delay demand for the oil or natural gas produced or cause us to incur significant costs in preparing for or responding to those effects.

Hydraulic Fracturing

Hydraulic fracturing is an important and common practice that is used to stimulate production of hydrocarbons from tight formations. The process involves the injection of water, sand and chemicals under pressure into formations to fracture the surrounding rock and stimulate production. We perform hydraulic fracturing as part of our operations. Hydraulic fracturing operations have historically been overseen by state regulators as part of their oil and natural gas regulatory programs. However, in February 2014, the EPA published permitting guidance under the SDWA addressing the use of diesel in fracturing hydraulic operations, and in May 2014, the EPA issued an advance notice of proposed rulemaking under the Toxic Substances Control Act ("TSCA") relating to chemical substances and mixtures used in oil and natural gas exploration or production. Further, in March 2015, the Department of the Interior's Bureau of Land Management ("BLM") adopted a rule requiring, among other things, public disclosure to the BLM of chemicals used in hydraulic fracturing operations after fracturing operations have been completed and strengthening standards for well-bore integrity and management of fluids that return to the surface during and after fracturing operations on federal and Indian lands. Following years of litigation, the BLM rescinded the rule in December 2017. However, in January 2018, California and several environmental groups filed lawsuits challenging the BLM's rescission of the rule; those lawsuits are pending in the U.S. District Court for the Northern District of California. In addition, from time to time legislation has been introduced before Congress that would provide for federal regulation of hydraulic fracturing and would require disclosure of the chemicals used in the fracturing process. If enacted, these or similar bills could result in additional permitting requirements for hydraulic fracturing operations as well as various restrictions on those operations. These permitting requirements and restrictions could result in delays in operations at well sites and also increased costs to make wells productive.

There may be other attempts to further regulate hydraulic fracturing under the SDWA, TSCA and/or other statutory or regulatory mechanisms. In December 2016, the EPA released its final report on the potential impacts of hydraulic fracturing on drinking water resources, concluding that "water cycle" activities associated with hydraulic fracturing may impact drinking water resources under certain circumstances. Moreover, some states and local governments have adopted, and other states and local governments are considering adopting, regulations that could restrict hydraulic fracturing in certain circumstances. For example, many states in which we operate have adopted disclosure regulations requiring varying degrees of disclosure of the constituents in

hydraulic fracturing fluids. In addition, the regulation or prohibition of hydraulic fracturing is the subject of significant political activity in a number of jurisdictions, some of which have resulted in tighter regulation, bans, and/or recognition of local government authority to implement such restrictions. In many instances, litigation has ensued, some of which remains pending. If new laws or regulations that significantly restrict hydraulic fracturing are adopted, such laws could make it more difficult or costly for us to perform fracturing to stimulate production from tight formations. In addition, any such additional regulation could lead to operational delays, increased operating costs and additional regulatory burdens, and reduced production of oil and natural gas, which could adversely affect our revenues, results of operations and net cash provided by operating activities.

Hydraulic fracturing operations require the use of a significant amount of water. Our inability to locate sufficient amounts of water, or dispose of or recycle water used in our drilling and production operations, could adversely impact our operations. Moreover, new environmental initiatives and regulations could include restrictions on the our ability to conduct certain operations such as hydraulic fracturing or disposal of waste, including, but not limited to, produced water, drilling fluids and other wastes associated with the development or production of natural gas.

Finally, in some instances, the operation of underground injection wells has been alleged to cause earthquakes in some of the states where we operate. Such issues have sometimes led to orders prohibiting continued injection or the suspension of drilling in certain wells identified as possible sources of seismic activity. Such concerns also have resulted in stricter regulatory requirements in some jurisdictions relating to the location and operation of underground injection wells. Future orders or regulations addressing concerns about seismic activity from well injection could affect us, either directly or indirectly, depending on the wells affected.

Solid and Hazardous Waste

Although oil and natural gas wastes generally are exempt from regulation as hazardous wastes under RCRA and some comparable state statutes, it is possible some wastes we generate presently or in the future may be subject to regulation under RCRA or other applicable statutes. The EPA and various state agencies have limited the disposal options for certain wastes, including hazardous wastes, and there is no guarantee that the EPA or the states will not adopt more stringent requirements in the future. For example, in December 2016, the EPA and several environmental groups entered into a consent decree to address the EPA's alleged failure to timely assess its regulations exempting certain exploration and production related oil and gas wastes from regulation as hazardous wastes under RCRA. The consent decree requires the EPA to propose a rulemaking no later than March 15, 2019, for revision of certain regulations pertaining to oil and gas wastes or to sign a determination that revision of the regulations is not necessary. If the EPA proposes revised oil and gas regulations, the consent decree requires that the EPA take final action following notice and comment rulemaking no later than July 15, 2021. Furthermore, certain wastes generated by our oil and natural gas operations that are currently exempt from designation as hazardous wastes may in the future be designated as hazardous wastes under RCRA or other applicable statutes, and therefore be subject to more rigorous and costly operating and disposal requirements.

In addition, CERCLA, also known as the Superfund law, imposes cleanup obligations, without regard to fault or the legality of the original conduct, on certain classes of persons that are considered to be responsible for the release of a "hazardous substance" into the environment. These persons include the owner or operator of the disposal site or sites where the release occurred and companies that transported or disposed of or arranged for the transport or disposal of the hazardous substances found at the site. Persons who are or were responsible for releases of hazardous substances under CERCLA and any state analogs may be subject to joint and several liability for the costs of cleaning up the hazardous substances that have been released into the environment and for damages to natural resources, and it is not uncommon for neighboring landowners and other third parties to file corresponding common law claims for personal injury and property damage allegedly caused by the hazardous substances released into the environment. While petroleum and crude oil fractions are not included in the definition of hazardous substances under CERCLA and some of its state analogs because of the so-called "petroleum exclusion," adulterated petroleum products containing other hazardous substances have been treated as hazardous substances under CERCLA in the past.

Endangered Species Act

Some of our operations may be located in areas that are designated as habitats for endangered or threatened species under the ESA. In February 2016, the U.S. Fish and Wildlife Service published a final policy which alters how it identifies critical habitat for endangered and threatened species. A critical habitat designation could result in further material restrictions to federal and private land use and could delay or prohibit land access or development. Moreover, the U.S. Fish and Wildlife Service continues to make listing decisions and critical habitat designations where necessary, including for over 250 species as required under a 2011 settlement approved by the U.S. District Court for the District of Columbia, and many hundreds of additional anticipated listing decisions have already been identified beyond those recognized in the 2011 settlement. We believe that we are currently in substantial compliance with the ESA. However, the designation of previously unprotected species as being endangered or threatened, if located in the areas of our operations, could cause us to incur additional costs or become subject to operating restrictions in areas where the species are known to exist.

Air Emissions

In August 2012, the EPA issued final rules that subject oil and natural gas production, processing, transmission and storage operations to regulation under the New Source Performance Standards ("NSPS") and National Emission Standards for Hazardous Air Pollutants ("NESHAP") programs. The EPA rules include NSPS standards for completions of hydraulically fractured natural gas wells. These standards require operators to capture the gas from natural gas well completions and make it available for use or sale, which can be done through the use of green completions. The standards are applicable to newly fractured wells and existing wells that are refractured. Further, the rules also establish specific requirements for emissions from compressors, controllers, dehydrators, storage tanks, gas processing plants and certain other equipment. The EPA amended these rules in December 2014 to specify requirements for different flowback stages and to expand the rules to cover more storage vessels, among other changes. These rules may require changes to our operations, including the installation of new equipment to control emissions.

Our costs for environmental compliance may increase in the future based on new environmental regulations. In November 2016, the BLM issued final rules to reduce methane emissions from venting, flaring, and leaks during oil and gas operations on public lands. In December 2017, the BLM finalized a suspension of certain requirements of the rules until 2019, and in February 2018, the BLM published a proposal to revise or rescind the rules. California, New Mexico, and several environmental groups filed lawsuits challenging the BLM's suspension of the rules, which resulted in the U.S. District Court for the Northern District of California issuing a February 2018 preliminary injunction enjoining the suspension of the rules. However, in April 2018, the U.S. District Court for the District of Wyoming, in a separate pending lawsuit brought by Wyoming, Montana, and industry groups, stayed implementation of the rules until the BLM completes the rulemaking process for revising or rescinding the rules. Several states are pursuing similar measures to regulate emissions of methane from new and existing sources within the oil and natural gas source category. In addition, in May 2016, the EPA finalized rules regarding criteria for aggregating multiple small surface sites into a single source for air-quality permitting purposes applicable to the oil and gas industry. This rule could cause small facilities, on an aggregate basis, to be deemed a major source, thereby triggering more stringent air permitting requirements. The EPA has also adopted new rules under the CAA that require the reduction of volatile organic compound emissions from certain fractured and refractured natural gas wells for which well completion operations are conducted and further require that most wells use reduced emission completions, also known as "green completions." These regulations also establish specific new requirements regarding emissions from production-related wet seal and reciprocating compressors, and from pneumatic controllers and storage vessels. Further, the EPA lowered the National Ambient Air Quality Standard ("NAAQS") for ozone from 75 to 70 parts per billion in October 2015. Pursuant to an order issued by the U.S. District Court for the Northern District of California in lawsuits brought by a coalition of states and environmental groups against the EPA for failing to complete initial area designations under the standard by the October 2017 statutory deadline, the EPA was required to complete all remaining initial area designations by April 30, 2018, except for designations for certain areas in Texas, which must be

completed by July 17, 2018. State implementation of the revised NAAQS could result in stricter permitting requirements or delay, or limit our ability to obtain permits, and result in increased expenditures for pollution control equipment. Compliance with these and other air pollution control and permitting requirements has the potential to delay the development of oil and natural gas projects and increase our costs of development, which costs could be significant.

Water Resources

The CWA and analogous state laws restrict the discharge of pollutants, including produced waters and other oil and natural gas wastes, into waters of the United States, a term broadly defined to include, among other things, certain wetlands. Under the CWA, permits must be obtained for the discharge of pollutants into waters of the United States. The CWA provides for administrative, civil and criminal penalties for unauthorized discharges, both routine and accidental, of pollutants and of oil and hazardous substances. It imposes substantial potential liability for the costs of removal or remediation associated with discharges of oil or hazardous substances. State laws governing discharges to water also provide varying civil, criminal and administrative penalties and impose liabilities in the case of a discharge of petroleum or its derivatives, or other hazardous substances, into state waters. In addition, the EPA has promulgated regulations that may require permits to discharge storm water runoff, including discharges associated with construction activities. The CWA also prohibits the discharge of fill materials to regulated waters including wetlands without a permit. In addition, the EPA and the Army Corps of Engineers ("Corps") released a rule to revise the definition of "waters of the United States" ("WOTUS") for all CWA programs, which went into effect in August 2015. In October 2015, the U.S. Court of Appeals for the Sixth Circuit stayed the rule revising the WOTUS definition nationwide pending further action of the court. In response to this decision, the EPA and the Corps resumed nationwide use of the agencies' prior regulations defining the term "waters of the United States." However, in January 2018, the U.S. Supreme Court ruled that the rule revising the WOTUS definition must be reviewed first in the federal district courts, which resulted in a withdrawal of the stay by the Sixth Circuit. In addition, the EPA has proposed to repeal the rule revising the WOTUS definition, and in January 2018, the EPA released a final rule that delays implementation of the rule revising the WOTUS definition until 2020 to allow time for the EPA to reconsider the definition of "waters of the United States." Several states and environmental groups have since filed lawsuits challenging the delay rule. To the extent the rule revising the WOTUS definition is implemented, it could significantly expand federal control of land and water resources across the United States, triggering substantial additional permitting and regulatory requirements.

Also, in June 2016, the EPA finalized wastewater pretreatment standards that prohibit onshore unconventional oil and natural gas extraction facilities from sending wastewater to publicly-owned treatment works; for certain facilities, compliance is required by August 29, 2019. This pending restriction of disposal options for hydraulic fracturing waste and other changes to CWA requirements may result in increased costs.

Natural Gas Sales and Transportation

Section 1(b) of the Natural Gas Act ("NGA") exempts natural gas gathering facilities from regulation by the Federal Energy Regulatory Commission ("FERC") as a natural gas company under the NGA. We believe that the natural gas pipelines in our gathering systems meet the traditional tests FERC has used to establish a pipeline's status as a gatherer not subject to regulation as a natural gas company, but the status of these lines has never been challenged before FERC. The distinction between FERC-regulated transmission services and federally unregulated gathering services is subject to change based on future determinations by FERC, the courts, or Congress, and application of existing FERC policies to individual factual circumstances. Accordingly, the classification and regulation of some of our natural gas gathering facilities may be subject to challenge before FERC or subject to change based on future determinations by FERC, the courts, or Congress. In the event our gathering facilities are reclassified to FERC-regulated transmission services, we may be required to charge lower rates and its revenues could thereby be reduced.

FERC requires certain participants in the natural gas market, including natural gas gatherers and marketers which engage in a minimum level of natural gas sales or purchases, to submit annual reports regarding those transactions to FERC. Should we fail to comply with this requirement or any other applicable FERC-administered statute, rule, regulation or order, it could be subject to substantial penalties and fines.

Pipeline Safety Regulations

The U.S. Department of Transportation's Pipeline and Hazardous Materials Safety Administration ("PHMSA") regulates safety of oil and natural gas pipelines, including, with some specific exceptions, oil and natural gas gathering lines. From time to time, PHMSA, the courts, or Congress may make determinations that affect PHMSA's regulations or their applicability to our pipelines. These determinations may affect the costs we incur in complying with applicable safety regulations.

Worker Safety

The Occupational Safety and Health Act ("OSHA") and analogous state laws regulate the protection of the safety and health of workers. The OSHA hazard communication standard requires maintenance of information about hazardous materials used or produced in operations and provision of such information to employees. Other OSHA standards regulate specific worker safety aspects of our operations. Failure to comply with OSHA requirements can lead to the imposition of penalties.

Future Impacts and Current Expenditures

We cannot predict how future environmental laws and regulations may impact our properties or operations. For the year ended December 31, 2017, we did not incur any material capital expenditures for installation of remediation or pollution control equipment at any of its facilities. We are not aware of any environmental issues or claims that will require material capital expenditures during 2018 or that will otherwise have a material impact on our financial position, results of operations or cash flows.

Employees

As of June 22, 2018, we employed approximately 552 personnel. None of our employees are represented by labor unions or covered by any collective bargaining agreement. We believe that our relationship with its employees is satisfactory.

Legal Proceedings

We are involved in various claims and lawsuits arising in the ordinary course of business, none of which, in the opinion of management, is expected to have a material adverse effect on our results of operations or financial condition. See Note 11 to the audited consolidated and combined financial statements and Note 11 to the unaudited condensed consolidated and combined financial statements for a description of claims and legal actions arising in the ordinary course of our business.

MANAGEMENT

Directors and Executive Officers

The following table sets forth the names, ages and positions (as of March 31, 2018) of Riviera Resources, Inc.'s directors and executive officers following the spin-off. Directors hold office until their successors have been elected or qualified or until their earlier death, resignation, removal or disqualification. Executive officers are appointed by, and serve at the discretion of, our board of directors.

There are no family relationships among any of our directors and executive officers. Each of our executive officers, with the exception of Daniel Furbee, served as an officer of LINN Energy prior to and during its Chapter 11 proceedings.

Name	Age	Position with Riviera Resources, Inc.
David B. Rottino	51	President, Chief Executive Officer and Director
Daniel Furbee	35	Executive Vice President and Chief Operating Officer
James G. Frew	40	Executive Vice President and Chief Financial Officer
Darren Schluter	48	Executive Vice President, Finance, Administration and Chief Accounting Officer
Holly Anderson	40	Executive Vice President and General Counsel
Matthew Bonanno	39	Director
Philip Brown	40	Director
C. Gregory Harper	54	Director
Evan Lederman	38	Director
Andrew Taylor	40	Director

David B. Rottino will serve as our President and Chief Executive Officer and as a member of our board of directors, and, since February 2017, has served as Linn Energy, Inc.'s Executive Vice President and Chief Financial Officer and as a member of the LINN Energy board of directors. Mr. Rottino previously served as Linn Energy, LLC's Executive Vice President and Chief Financial Officer from August 2015 to February 2017, as Executive Vice President, Business Development and Chief Accounting Officer from January 2014 to August 2015, as Senior Vice President of Finance, Business Development and Chief Accounting Officer from July 2010 to January 2014, and as Senior Vice President and Chief Accounting Officer from June 2008 to July 2010.

The board believes Mr. Rottino's extensive executive and board experience with LINN Energy brings valuable strategic, managerial and analytical skills to our board of directors.

Daniel Furbee will serve as our Executive Vice President and Chief Operating Officer, and, since March 2018, has served as Linn Energy, Inc.'s Vice President of Asset and Business Development. Mr. Furbee previously served as Vice President of Business Development and Asset Development for Sanchez Energy Corporation from August 2013 to April 2018. From 2007 to August 2013, Mr. Furbee served in various engineering positions, including most recently as a Senior Staff Engineer-Business Development, at Linn Energy, LLC.

James G. Frew will serve as our Executive Vice President and Chief Financial Officer, and, since February 2017, has served as Linn Energy, Inc.'s Vice President, Marketing and Midstream. Previously, from 2014 to February 2017, he served as Linn Energy, LLC's Vice President, Marketing and Midstream. Mr. Frew previously served as Director, Strategy, Planning and Business Development for Linn Energy, LLC from 2011 to 2014.

Darren Schluter will serve as our Executive Vice President, Finance, Administration and Chief Accounting Officer, and, since February 2017, has served as Linn Energy, Inc.'s Vice President and Controller. Previously, from July 2010 to February 2017, he served as Linn Energy, LLC's Vice President and Controller. Mr. Schluter previously served as Controller for Linn Energy, LLC from February 2007 to July 2010.

Holly Anderson will serve as our Executive Vice President and General Counsel, and, since March 2017, has served as Linn Energy, Inc.'s Vice President and Assistant General Counsel. Ms. Anderson previously served as Linn Energy, LLC's Assistant General Counsel from March 2014 to March 2017 and Senior Counsel from June 2010 to March 2014.

Matthew Bonanno will serve as a member of our board of directors. Mr. Bonanno joined York Capital Management ("York") in July 2010 and is a Partner of the firm. Mr. Bonanno joined York from the Blackstone Group, where he worked as an associate focusing on restructuring, recapitalization and reorganization transactions. Prior to joining the Blackstone Group, Mr. Bonanno worked on financing and strategic transactions at News Corporation and as an investment banker at JP Morgan and Goldman Sachs. In addition to Riviera, Mr. Bonanno, in his capacity as a York employee, is currently a member of the boards of Linn Energy, Inc., Rever Offshore AS, all entities incorporated pursuant to York's partnership with Costamare Inc., Augustea Bunge Maritime, Next Decade LLC, Vantage Drilling Co. and Roan Resources LLC.

The board believes Mr. Bonanno's extensive investment and restructuring experience in the energy industry brings valuable strategic and analytical skills to our board of directors.

Philip Brown will serve as a member of our board of directors. Mr. Brown joined P. Schoenfeld Asset Management ("PSAM") in 2009 and is a Partner of such firm, where he focuses on credit-oriented investments across various industries. Prior to joining PSAM, Mr. Brown held positions at Sun Capital Partners, Inc., an operationally-focused private equity firm, and Buckeye Capital Partners, an event-driven hedge fund. Mr. Brown began his career as an investment banking analyst at Wasserstein Perella & Co. In addition to Riviera, Mr. Brown, in his capacity as a PSAM employee, is currently a member of the board of Linn Energy, Inc.

The board believes Mr. Brown's considerable experience in the credit investment, private equity and hedge fund industries brings substantial investment management skills to our board of directors.

C. Gregory Harper will serve as a member of our board of directors. Mr. Harper has served as the President and Chief Executive Officer of Blue Mountain since April 2018. From May 2017 until March 2018, Mr. Harper managed his personal investments. Mr. Harper retired from Enbridge Inc. in April 2017 where he served as President, Gas Pipelines and Processing and as the principal executive officer of Midcoast Holdings L.L.C. since January 2014. Before joining Enbridge, Mr. Harper served as Senior Vice President of Midstream with Southwestern Energy Company, from August 2013 to January 2014. Before joining Southwestern Energy, Mr. Harper served as Senior Vice President and Group President of CenterPoint Energy Pipelines and Field Services from December 2008 to June 2013. Before joining CenterPoint Energy in 2008, Mr. Harper served as President, Chief Executive Officer and as a Director of Spectra Energy Partners, LP from March 2007 to December 2008. From January 2007 to March 2007, Mr. Harper was Group Vice President of Spectra Energy Corp., and he was Group Vice President of Duke Energy from January 2004 to December 2006. Mr. Harper served as Senior Vice President of Energy Marketing and Management for Duke Energy North America from January 2003 until January 2004 and Vice President of Business Development for Duke Energy Gas Transmission and Vice President of East Tennessee Natural Gas, LLC from March 2002 until January 2003. Mr. Harper currently serves on the board of Sprague Resources where has served as the chair of the audit committee since Sprague's initial public offering in 2013, and previously served on the boards of Midcoast Holdings, L.L.C., Enbridge Energy Company, Inc. and Enbridge Energy Management, L.L.C. Mr. Harper received his Bachelor's degree in Mechanical Engineering from the University of Kentucky and his Master's degree in Business Administration from the University of Houston.

The board believes Mr. Harper's extensive industry background, particularly his financial reporting and oversight expertise, bring important experience and skill to the board of directors.

Evan Lederman will serve as a member of our board of directors. Mr. Lederman is a Managing Director, Co-Head of Restructuring and Partner on the Investment Team at Fir Tree Partners. Mr. Lederman focuses on the

funds' distressed credit and special situation investment strategies, including co-managing its energy restructuring initiatives. Prior to joining Fir Tree Partners in 2011, Mr. Lederman worked in the Business Finance and Restructuring groups at Weil, Gotshal & Manges LLP and Cravath, Swaine & Moore LLP. In addition to Riviera, Mr. Lederman, in his capacity as a Fir Tree Partners employee, is currently a member of the boards of Linn Energy, Inc. (Chairman), Ultra Petroleum Corp. (Chairman), Amplify Energy Corp., New Emerald Energy LLC, Roan Resources LLC and Deer Finance, LLC. Mr. Lederman received a J.D. degree with honors from New York University School of Law and a B.A., magna cum laude, from New York University.

The board believes Mr. Lederman's extensive investment and restructuring experience in the energy industry, as well as his considerable experience as a member of the boards of directors of exploration and production companies, brings valuable strategic and analytical skills to our board of directors.

Andrew Taylor will serve as a member of our board of directors. Mr. Taylor is a member of the investment team of Elliott Management Corporation ("Elliott"), a New York-based trading firm, where he is responsible for various corporate investments. Prior to joining Elliott in August 2015, Mr. Taylor was a member of the investment team of BlackRock's Distressed Products Group from April 2009 to August 2015 and prior to that held similar positions at R3 Capital Partners and the Global Principal Strategies team at Lehman Brothers. In addition to Riviera, Mr. Taylor, in his capacity as an Elliott employee, is currently a member of the boards of Linn Energy, Inc., Roan Resources LLC and Birch Permian Holdings Inc.

The board believes Mr. Taylor's considerable experience in the investment advisory industry brings substantial investment management skills to the board of directors.

Our Corporate Governance

Prior to the completion of the spin-off, we will adopt written corporate governance guidelines to assist our board of directors in implementing effective corporate governance practices. The guidelines will be reviewed regularly by our board of directors in the light of changing circumstances in order to continue serving our best interests and the best interests of our stockholders.

Board of Directors

Director Independence

Following the spin-off, we intend to have our common stock quoted for trading on the OTC Market, the applicable standards of which will not require us to have a majority of independent directors; however, we expect that our board of directors will formally determine the independence of certain of our directors following the spin-off.

We expect that our board of directors will determine that the following directors, who are anticipated to be elected to our board of directors, will meet the definition of "Independent Director" in NASDAQ Marketplace Rule 5605(a)(2): Messrs. Bonanno, Brown, Lederman and Taylor. Mr. Rottino will not meet the NASDAQ definition of Independent Director because he is an officer of Riviera, and Mr. Harper will not meet the NASDAQ definition of Independent Director because he is an employee of Riviera.

Committees of the Board of Directors

Following the spin-off, our board of directors will have an audit committee and a compensation committee, each of which will have the composition and responsibilities described below. Pursuant to OTC Market rules, we are not required to have a nominating committee of the board of directors. The charter of each such standing committee will be posted on our website in connection with the spin-off. Our board of directors may also establish from time to time any other committees that it deems necessary or desirable.

Audit Committee

Upon completion of the spin-off, we expect our audit committee will consist of , and , with serving as chairman. The OTC Market rules that we expect will apply to Riviera do not contain requirements regarding the composition of the audit committee.

The audit committee will assist our board of directors in its general oversight of our financial reporting, internal controls, audit functions and oil and natural gas reserves, and will be directly responsible for the appointment, retention, compensation and oversight of the work of our independent public accountant. The audit committee will also review, on an annual basis, related party transactions and determine if the related party transaction is in the best interest of the Company. The responsibilities of our audit committee, which are anticipated to be substantially the same as the responsibilities of Linn Energy, Inc.'s audit committee, will be more fully described in our audit committee charter.

Compensation Committee

Upon completion of the spin-off, we expect our compensation committee will consist of , and , with serving as chairman. The OTC Market rules that we expect will apply to Riviera do not contain requirements regarding the composition of the compensation committee.

The compensation committee's primary responsibilities will be to: (i) approve the compensation arrangements for Riviera's senior management, including establishing base salaries, annual bonuses and other compensation for Riviera's executive officers, (ii) approve any compensation plans in which Riviera's officers are eligible to participate and (iii) administer such plans, including the granting of equity awards or other compensation or benefits under any such plans. The responsibilities of our compensation committee, which are anticipated to be substantially the same as the responsibilities of Linn Energy, Inc.'s compensation committee, will be more fully described in our compensation committee charter.

Risk Oversight

Our board of directors is expected to have an active role, as a whole and at the committee level, in providing oversight with respect to management of our risks. Our board of directors focuses on the most significant risks facing us and our general risk management strategy and seeks to ensure that risks undertaken by us are consistent with a level of risk that is appropriate for our company and aligned with the achievement of our business objectives and strategies.

Our board of directors regularly reviews information regarding risks associated with our finances, credit and liquidity; our business, operations and strategy; legal, regulatory and compliance matters; and reputational exposure. The audit committee provides oversight on our programs for risk assessment and risk management, including with respect to financial accounting and reporting, information technology, cybersecurity and compliance. The compensation committee provides oversight on our assessment and management of risks relating to executive compensation. While each committee is responsible for providing oversight with respect to the management of risks, our entire board of directors is regularly informed about our risks through committee reports and management presentations.

While our board of directors and the committees provide oversight with respect to our risk management, our Chief Executive Officer and other senior management are primarily responsible for day-to-day risk management analysis and mitigation and report to our full board of directors or the relevant committee regarding risk management.

We expect that our board of directors will determine that should serve as Chairman, while Mr. Rottino should serve as Chief Executive Officer. We believe that this is the most effective leadership structure for Riviera following the spin-off, because our board of directors, acting through its Chairman, intends to have an active role in the management of Riviera's business.

Compensation Committee Interlocks and Insider Participation

We expect that none of the members of our compensation committee will have at any time been one of our executive officers or employees. We expect that none of our executive officers will currently serve, or will have served during the last completed fiscal year, on our compensation committee or board of directors of any other entity that has one or more executive officers serving as a member of our board of directors or compensation committee.

Code of Ethics

We will adopt a Code of Business Conduct and Ethics, which will set forth legal and ethical standards of conduct for all of our employees and our directors. We will also has adopt a separate code of ethics which will apply to Riviera's Chief Executive Officer and senior financial officers. We will make all of these documents available on our website, www. .com, and will provide them free of charge to any stockholder requesting a copy by writing to our Corporate Secretary, Riviera Resources, Inc., 600 Travis Street, Houston, Texas 77002. If any substantive amendments are made to the code of ethics for our Chief Executive Officer and senior financial officers, or if we grant any waiver, including any implicit waiver, from a provision of such code, we will disclose the nature of such amendment or waiver within four business days on our website. The information on our website is not, and shall not be deemed to be, a part of this filing or incorporated into any other filings we make with the SEC.

EXECUTIVE COMPENSATION

Under "Executive Compensation," "we," "us," "our," "Riviera" and "our company" refer exclusively to Riviera Resources, Inc. and not to any of its subsidiaries.

As discussed above, Riviera is currently part of LINN Energy. While Riviera has engaged in preliminary discussions regarding its anticipated programs and policies with the LINN Energy board of directors, Riviera has not yet made any determinations with respect to the compensation of the individuals who will serve as its executive officers following the distribution, except as specifically noted below. Following completion of the distribution, our compensation committee will make all decisions for the total direct compensation of our executive officers, including the Named Executive Officers (as defined below).

Information regarding LINN Energy's historical compensation of certain persons who will become Riviera's executive officers upon completion of the distribution, such as David B. Rottino, who will serve as our President, Chief Executive Officer and Director; Daniel Furbee, who will serve as our Executive Vice President and Chief Operating Officer; James G. Frew, who will serve as our Executive Vice President and Chief Financial Officer; Darren Schluter, who will serve as our Executive Vice President, Finance, Administration and Chief Accounting Officer; and Holly Anderson, who will serve as our Executive Vice President and General Counsel, is not indicative of the compensation that will be provided to those individuals following the completion of the distribution, as they will have significantly different roles and responsibilities following the distribution. Prior to the distribution, Mr. Rottino was an executive officer of, and each of Messrs. Furbee, Frew and Schluter and Ms. Anderson were employees of, and each provided services to, LINN Energy as a whole. As a result, their historical compensation, including short-term and long-term incentive compensation performance goals, was set by LINN Energy's compensation committee based on the financial and operating performance of LINN Energy as a whole. Following the distribution, the management of Riviera will devote their time and attention and Riviera's financial resources to the development and implementation of corporate strategies and policies that are based on the specific business characteristics of Riviera. While the compensation strategy to be established by our compensation committee is not known at this time, it will reflect the size, business segment, growth opportunity and operational strategy, among other factors, applicable to Riviera, each of which is different from that of LINN Energy. Accordingly, the historical compensation provided to management of LINN Energy for providing services to LINN Energy is not indicative of the prospective compensation to be provided for the management services these persons will be providing to Riviera following the distribution, and as a result, we have not included information regarding the compensation paid and other benefits provided to those executives by LINN Energy during fiscal year 2017 or prior years.

Named Executive Officers

Effective upon completion of the spin-off, we expect the following individuals to be the named executive officers of Riviera (collectively, "Named Executive Officers"):

- David Rottino, President, Chief Executive Officer and Director;
- Daniel Furbee, Executive Vice President and Chief Operating Officer;
- James G. Frew, Executive Vice President and Chief Financial Officer;
- Darren Schluter, Executive Vice President, Finance, Administration and Chief Accounting Officer; and
- Holly Anderson, Executive Vice President and General Counsel.

Any compensation decisions for our Named Executive Officers prior to the distribution were made by LINN Energy. To the extent such persons are executive officers of Linn Energy, Inc. or its subsidiaries, the decisions were made by LINN Energy's compensation committee. Executive compensation decisions following the distribution will be made by our compensation committee, consistent with the compensation and benefit plans, programs and policies that will be adopted by Riviera.

Riviera Future Compensation and Incentive and Benefit Plans and Arrangements

The LINN Energy board of directors and our board of directors have adopted certain incentive and employee benefit plans and arrangements, which, other than as noted below, are substantially similar to the incentive and benefit plans and arrangements maintained by LINN Energy for the benefit of certain of our directors, employees and, in certain instances, consultants. Specifically, the LINN Energy board of directors and our board of directors expect to adopt the Riviera Resources, Inc. 2018 Omnibus Incentive Plan (the "Riviera Equity Plan"), which is described in more detail below. In addition, the LINN Energy board of directors and our board of directors expect to adopt certain qualified retirement plans and welfare benefit plans for the benefit of our employees.

Certain of our named executive officers hold LINN Energy equity awards. Upon completion of the spin-off, (i) named executive officers who hold then-outstanding LINN Energy restricted stock units will receive one restricted stock unit with respect to our common stock in respect of each such outstanding LINN Energy restricted stock unit, and (ii) all of such named executive officers' outstanding but unvested LINN Energy restricted stock units will fully vest, without pro-ration, and be settled in LINN common stock. The Riviera restricted stock units will continue to vest subject to, and in accordance with, the terms applicable to the corresponding LINN Energy restricted stock units and are not subject to acceleration in connection with the spin-off.

Pursuant to the foregoing paragraph, Mr. Rottino will receive 126,408 shares of LINN common stock and 126,408 Riviera restricted stock units; Mr. Frew will receive 33,806 shares of LINN common stock and 33,806 Riviera restricted stock units; Mr. Schluter will receive 35,082 shares of LINN common stock and 35,082 Riviera restricted stock units; and Ms. Anderson will receive 19,999 shares of LINN common stock and 19,999 Riviera restricted stock units. Additionally, Mr. Rottino will fully vest in his 236,783 shares of restricted LINN common stock, in respect of which he will receive 236,783 shares of our common stock in connection with the spin-off. Based on the closing price of a share of LINN common stock of $38.50 on June 21, 2018, the approximate dollar value of our named executive officers' LINN Energy incentive equity holdings are as follows: $13,982,854 for Mr. Rottino (who holds 126,408 LINN Energy restricted stock units and 236,783 shares of restricted LINN common stock); $1,301,531 for Mr. Frew (who holds 33,806 LINN Energy restricted stock units); $1,350,657 for Mr. Schluter (who holds 35,082 LINN Energy restricted stock units); and $769,962 for Ms. Anderson (who holds 19,999 LINN Energy restricted stock units). The dollar value of the Riviera restricted stock units and our common stock will be based on the market price of our common stock following the spin-off, and is indeterminable as of the date of this prospectus.

Based on discussions between the LINN Energy board of directors and Riviera, it is expected that the overall value of the compensation packages for Messrs. Furbee, Frew and Schluter and Ms. Anderson as executive officers of Riviera, will be no less favorable than the overall value of their respective compensation packages as employees of LINN Energy. While the expected target compensation payable to our executive officers following the distribution will be established by LINN Energy's compensation committee, it is expected that our compensation committee will review and approve such target values and develop appropriate measures, goals, targets and business objectives based on financial and operating performance appropriate to Riviera's competitive marketplace. The annual bonuses to be paid to our executive officers following the distribution will be made pursuant to the Riviera Equity Plan, which is described in more detail below. Additionally, the form and timing of any equity-based compensation to be paid to Riviera's executive officers at or following the distribution will be determined by our board of directors and will generally be granted pursuant to the Riviera Equity Plan, which is described in more detail below.

Upon completion of the spin-off, all decisions with respect to management compensation will be made by our compensation committee, including evaluating and determining the appropriate executive compensation philosophy and objectives for Riviera. Our compensation committee will evaluate and determine the appropriate design of Riviera's executive compensation program and make any adjustments to the compensation

arrangements currently contemplated and described below. If determined to be necessary or appropriate by our compensation committee, our compensation committee will retain a compensation consultant to provide advice and support in the design and implementation of the executive compensation program for Riviera.

Agreements with Named Executive Officers

Employment Agreement with Our Chief Executive Officer

On and effective as of February 28, 2017, LINN Energy entered into a third amended and restated employment agreement with Mr. Rottino (the "Rottino Agreement"). Mr. Rottino will serve as Riviera's President and Chief Executive Officer, and we will assume the Rottino Agreement effective as of the distribution. The Rottino Agreement reflects Mr. Rottino's current base salary of $500,000 and eligibility for an annual bonus.

The Rottino Agreement provides Mr. Rottino with cash severance benefits payable upon a termination of employment by LINN Energy without "cause" or by Mr. Rottino for "good reason" equal to: (i) two times the sum of (x) his base salary at the highest rate in effect at any time during the 36-month period immediately preceding the employment termination date (the "Rottino Highest Base Salary"), plus (y) his target bonus for the year in which his termination occurs, if the termination does not occur within the six months preceding or the two years following a "change of control" (as defined in the Rottino Agreement), and (ii) the sum of (x) the Rottino Highest Base Salary, plus (y) his highest annual bonus paid in the 36-month period immediately preceding the "change of control," if the termination does occur within the six months preceding or the two years following a "change of control."

The Rottino Agreement also provides that, upon a termination of employment due to his death or "disability," by LINN Energy without "cause" or by Mr. Rottino for "good reason" (as each term is defined in the Rottino Agreement), all of Mr. Rottino's outstanding and unvested long-term incentive awards will immediately vest, provided that any unvested appreciation profits interests, issued under the Linn Energy Holdco LLC Incentive Interest Plan, will only vest to the extent the applicable performance condition is satisfied (i) on the employment termination date, or (ii) within 120 days following the employment termination date. As of the date hereof, all such performance conditions have been satisfied.

The Rottino Agreement provides for a Code Section 280G "best-net" cutback, which would cause an automatic reduction in Mr. Rottino's "change of control" severance payments and benefits in the event such reduction would result in Mr. Rottino receiving greater payments and benefits on an after-tax basis.

On April 23, 2018, LINN Energy entered into a letter agreement with Mr. Rottino (the "Rottino Letter Amendment"), which, among other things, (i) required that Mr. Rottino convert all of his equity interests in Linn ManagementCo LLC or Linn Energy Holdco LLC into LINN common stock on or prior to April 30, 2018, (ii) provided that he was entitled to certain tax protections in connection with such conversion, (iii) provided that he is eligible to participate in a liquidity program with respect to his vested shares of common stock, and (iv) provided that he is eligible to participate in a new liquidity program which respect to the fully vested shares of Roan that he will receive in connection with the spin-off, the terms of which he will negotiate with the LINN Energy board of directors in good faith.

The foregoing descriptions of the Rottino Agreement and the Rottino Letter Amendment are incomplete and are qualified in their entirety by reference to the complete documents, which are attached hereto as Exhibit 10.22 and Exhibit 10.23, respectively, and incorporated herein by reference.

Offer Letter with our Executive Vice President and Chief Operating Officer

On March 19, 2018, Riviera entered into an offer letter with Mr. Furbee (the "Furbee Agreement"). Pursuant to the terms of the Furbee Agreement, Mr. Furbee is currently serving as Vice President, Asset and Business

Development of Linn and will serve as our Executive Vice President and Chief Operating Officer. The Furbee Agreement provides for a base salary of $325,000 and current target bonus of 60% of base salary. Pursuant to the Furbee Agreement, Mr. Furbee will be an employee "at will."

The foregoing description of the Furbee Agreement is incomplete and is qualified in its entirety by reference to the complete document, which is attached hereto as Exhibit 10.24 and incorporated herein by reference.

Riviera Management Incentive Plan

In connection with the spin-off, we intend to adopt the Riviera Equity Plan. We expect the material terms of the Riviera Equity Plan to include the following:

The full text of the Riviera Equity Plan is filed as an exhibit to the registration statement of which this information statement forms a part, and the following discussion is qualified by reference to such text.

Purpose of the Plan

The purpose of the Riviera Equity Plan is to aid Riviera in recruiting and retaining highly qualified employees, consultants and non-employee directors who are capable of assuring the future success of Riviera. Awards of share-based compensation and opportunities for equity ownership in Riviera will provide incentives to our future employees, officers and non-employee directors to exert their best efforts for the success of our business and thereby align their interests with those of our future equityholders.

Shares Available for Awards

The aggregate number of share of Riviera common stock that may be issued under all share-based awards granted under the Riviera Equity Plan will be . The aggregate grant date fair value of all awards granted to any non-employee director during any single calendar year (excluding certain awards made in lieu of all or a portion of cash retains and any dividends payable in respect of outstanding awards) will not exceed $.

In the event of an equity restructuring of Riviera that causes the per-share fair value of Riviera common stock to change (*e.g.*, a stock dividend, stock split, spinoff, etc.), Riviera will be required to make corresponding equitable adjustments to any share limits, the number and type of shares subject to outstanding awards, and the purchase or exercise price of outstanding common stock. In the case of any other corporate transaction or event that occurs, our compensation committee may make similar adjustments in order to prevent dilution or enlargement of the benefits or potential benefits intended to be provided under the Riviera Equity Plan.

Shares of common stock that are subject to awards that terminate, lapse, or are canceled, forfeited or withheld to pay taxes and/or exercise price will be available again for grant under the Riviera Equity Plan. Riviera may not add back shares of common stock to the number of shares authorized under the Riviera Equity Plan if Riviera reacquires shares as a result of a tender offer or if such shares were otherwise issued.

Eligibility

Employees, officers, consultants and non-employee directors of Riviera or its affiliates will be eligible to receive awards under the Riviera Equity Plan.

Administration

The compensation committee of our board of directors will have the authority to administer the Riviera Equity Plan. The compensation committee will have the authority to select the persons who receive awards, determine the number of shares of common stock subject to the award, and establish the terms and conditions of

the awards, consistent with the terms of the Riviera Equity Plan. Subject to the provisions of the Riviera Equity Plan, the compensation committee may specify the circumstances under which the exercisability or vesting of awards may be accelerated or whether awards or amounts payable under awards may be deferred. The compensation committee may waive or amend the terms of an award, consistent with the terms of the Riviera Equity Plan, but the compensation committee may not reprice an option or share appreciation right, whether through amendment, cancellation and replacement grant, or exchange for cash or any other awards. The compensation committee will have the authority to interpret the Riviera Equity Plan and establish rules for the administration of the Riviera Equity Plan.

Types and Terms of Awards

The Riviera Equity Plan permits the granting of:

- options;
- restricted stock;
- dividend equivalents;
- performance awards;
- other share-based awards; and
- other cash-based awards.

Under the terms of the Riviera Equity Plan, the exercise price per share under any option and the purchase price of any share that may be purchased under any other unit-based award may not be less than 100% of the fair market value of a share of Riviera common stock on the date of grant, unless the award is granted in substitution for an award previously granted by an entity that is acquired or merged with Riviera or a subsidiary of Riviera.

Under the terms of the Riviera Equity Plan, the term of awards will be no more than 10 years. Award may be granted to participants for no cash consideration or for cash or other consideration required by the compensation committee or applicable law. Awards may provide that upon the grant or exercise thereof, the holder will receive shares of Riviera common stock, cash, other securities or property, or any combination thereof, as the compensation committee determines. All awards granted under the Riviera Equity Plan will be subject to Riviera's clawback or recoupment policies, share trading policies or other applicable policies to be implemented by Riviera from time to time.

The Riviera Equity Plan provides that an award will be evidenced by a written agreement or other document containing the terms and conditions of the award, including, as determined by the compensation committee, any circumstances under which an award would accelerate vesting, such as a change in control of Riviera or certain types of terminations of employment.

Options. Under the terms of the Riviera Equity Plan, the holder of an option will be entitled to purchase a number of shares of Riviera common stock at a specified exercise price during a specified period, all as determined by the compensation committee. The option exercise price may be payable in cash or, at the discretion of the compensation committee, in securities or other property having a fair market value on the exercise date equal to the exercise price.

Restricted Stock and Restricted Stock Units. Under the terms of the Riviera Equity Plan, the holder of restricted stock will own shares of Riviera common stock subject to restrictions imposed by the compensation committee (including, for example, restrictions on the right to vote the restricted stock or to receive any dividends with respect to the shares) for a time period specified by the compensation committee. The holder of restricted stock units will have the right, subject to any restrictions imposed by the compensation committee, to receive shares of Riviera common stock, or a cash payment equal to the fair market value of those shares, at some future date determined by the compensation committee.

Dividend Equivalents. Under the terms of the Riviera Equity Plan, the holder of a dividend equivalent is entitled to receive payments (in cash, shares of Riviera common stock, other securities or other property) equivalent to the amount of any cash dividends paid by Riviera to equityholders with respect to a number of shares of Riviera common stock determined by the compensation committee. Dividend equivalents will not be granted with respect to options, and dividend equivalents granted with respect to performance awards will not be distributed during the performance period or to the extent that any such performance award will be otherwise unearned.

Performance Awards. Under the terms of the Riviera Equity Plan, the compensation committee may grant awards payable in shares of Riviera common stock or cash conditioned on the achievement of performance goals established by the compensation committee. Performance goals will be determined by the compensation committee, in its sole discretion, and may relate to Riviera, one or more of its subsidiaries or one or more of its divisions or units, or any combination of these, and may be applied on an absolute basis or be relative to one or more peer companies or indices, or any combination of these, as determined by the compensation committee.

Other Share-Based Awards. Under the terms of the Riviera Equity Plan, the compensation committee will be authorized to grant other types of awards that are denominated or payable in or otherwise related to shares of Riviera common stock, subject to the terms and conditions determined by the compensation committee.

Term, Termination and Amendment

The Riviera Equity Plan will terminate at midnight on the tenth anniversary of the distribution, unless terminated before then by our board of directors. Under the terms of the Riviera Equity Plan, awards may not be granted after the termination of the Riviera Equity Plan, but the Riviera Equity Plan will remain in effect as long as awards are outstanding under the Riviera Equity Plan. Under the terms of the Riviera Equity Plan, our board of directors may amend or terminate the Riviera Equity Plan at any time, except that prior equityholder approval will be required for any amendment to the Riviera Equity Plan that would:

- require equityholder approval under the rules or regulations of the New York Stock Exchange, any other securities exchange or the Financial Industry Regulation Authority, Inc. to the extent that they are applicable to Riviera;
- increase the number of shares of Riviera common stock authorized under the Riviera Equity Plan (except in the case of a stock split or other recapitalization);
- permit repricing of outstanding options (except in the case of a stock split or other recapitalization); or
- permit the award of options with an exercise price less than 100% of fair market value of a share of Riviera common stock, contrary to the provisions of the Riviera Equity Plan.

Subject to the provisions of the Riviera Equity Plan, our board of directors may not amend any outstanding award without the participant's consent if the action would adversely affect the participant's rights.

Change-in-Control Arrangements

We expect that, in the event of a change-in-control of Riviera, the named executive officers will receive cash severance payments only if their employment is terminated following the change-in-control without "cause" or for "good reason." Our named executive officers would not be entitled to any excise tax gross-up in connection with their change-in-control arrangements.

Director Compensation

Following consummation of the spin-off, we expect that our board of directors will not receive compensation from Riviera, other than reimbursement of business related expenses. As described below, C. Gregory Harper receives compensation and benefits from Blue Mountain in his capacity as President and Chief Executive Officer of Blue Mountain and not in his capacity as a member of our board of directors.

Employment Agreement with Blue Mountain Chief Executive Officer

On March 29, 2018, Blue Mountain entered into an employment agreement with Mr. Harper (the "Harper Agreement"), effective as of April 2, 2018. Pursuant to the Harper Agreement, Mr. Harper will serve as Blue Mountain's Chief Executive Officer for an initial three-year term, with automatic 12-month renewals thereafter, unless either party provides 60 days' advance notice of non-renewal. The Harper Agreement reflects Mr. Harper's current base salary of $480,000 per year and eligibility for an annual bonus with a target of 100% of Mr. Harper's base salary (and a maximum bonus of 200%). In addition, pursuant to the Harper Agreement and subject to certain conditions, Blue Mountain will create a management equity plan pursuant to which Blue Mountain will grant Mr. Harper restricted security units subject to time-vesting and restricted security units subject to performance-vesting.

The Harper Agreement provides Mr. Harper with the following cash severance benefits upon a termination of his employment prior to the expiration of his initial or renewed term (i) by Blue Mountain without "cause" or (ii) by Mr. Harper for "good reason" (as such terms are defined in the Harper Agreement), subject to his execution and non-revocation of a release of claims and continued compliance with restrictive covenants: (x) 12 months' worth of his base salary for the year in which the termination date occurs, plus (y) his target bonus for the year in which the termination date occurs. In addition, he will receive any earned but unpaid annual bonus for the year prior to the year in which the termination date occurs ("earned bonus"), and be eligible to receive a pro rata annual bonus for the year in which the termination date occurs ("pro rata bonus"). If Mr. Harper's employment terminates upon the expiration of his initial or renewed term as a result of Blue Mountain's non-renewal of his employment term, he will receive the earned bonus and be eligible to receive a pro rata bonus, subject to his execution and non-revocation of a release of claims and continued compliance with restrictive covenants.

The Harper Agreement provides for a Code Section 280G "best-net" cutback, which would cause an automatic reduction in Mr. Harper's "change of control" payments and benefits (whether provided under the Harper Agreement or otherwise) in the event such reduction would result in Mr. Harper receiving greater payments and benefits on an after-tax basis.

We expect that, prior to the spin-off, Blue Mountain will enter into an amendment to the Harper Agreement (the "Harper Amendment"), which will provide that Mr. Harper will serve on the Riviera board of directors until such time as a board of directors of Blue Mountain is constituted.

The foregoing descriptions of the Harper Agreement and the form of Harper Amendment are incomplete and are qualified in their entirety by reference to the complete documents, which are attached hereto as Exhibit 10.26 and Exhibit 10.27, respectively, and incorporated herein by reference.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Agreements with LINN Energy Related to the Spin-Off

This section of the prospectus summarizes material agreements between us and LINN Energy that will govern the ongoing relationships between the two companies after the spin-off and are intended to provide for an orderly transition to our status as an independent, publicly traded company. Additional or modified agreements, arrangements and transactions, which would be negotiated at arm's length, may be entered into between us and LINN Energy after the spin-off. These summaries are qualified in their entirety by reference to the full text of the applicable agreements, which will be filed as exhibits to the registration statement which this prospectus forms a part.

Following the spin-off, we and LINN Energy will operate independently, and neither company will have any ownership interest in the other. Before the spin-off, we will enter into a Separation and Distribution Agreement and several other agreements with LINN Energy related to the spin-off. These agreements will govern the relationship between us and LINN Energy after completion of the spin-off and provide for the allocation between us and LINN Energy of various assets, liabilities, rights and obligations. The following is a summary of the terms of the material agreements we expect to enter into with LINN Energy.

Separation and Distribution Agreement

We intend to enter into a Separation and Distribution Agreement with Linn Energy, Inc. prior to the distribution of shares of our common stock to LINN stockholders. The Separation and Distribution Agreement will provide for the allocation of assets and liabilities between us and LINN Energy and will establish the rights and obligations between the parties following the distribution. We have not yet finalized all of the terms of the Separation and Distribution Agreement, and we intend to include additional details on the terms of this agreement in an amendment to this prospectus.

Transfer of Assets and Assumption of Liabilities. The Separation and Distribution Agreement will provide for those transfers of assets and assumptions of liabilities that are necessary in connection with our spin-off from LINN Energy so that (i) Riviera is allocated all of the pre-transaction assets and related liabilities of LINN Energy, other than LINN Energy's 50% equity interest in Roan and any related liabilities, and (ii) LINN Energy is allocated its 50% equity interest in Roan and any related liabilities.

Further Assurances. To the extent that any transfers of assets or assumptions of liabilities contemplated by the Separation and Distribution Agreement have not been consummated on or prior to the date of the distribution, the parties will agree to cooperate to effect such transfers or assumptions as promptly as practicable following the date of the distribution. In addition, each of the parties will agree to cooperate with each other and use commercially reasonable efforts to take or to cause to be taken all actions, and to do, or to cause to be done, all things reasonably necessary under applicable law or contractual obligations to consummate and make effective the transactions contemplated by the Separation and Distribution Agreement and the ancillary agreements.

Representations and Warranties. In general, neither we nor LINN Energy will make any representations or warranties regarding any assets or liabilities transferred or assumed, any consents or approvals that may be required in connection with such transfers or assumptions, the value or freedom from any lien or other security interest of any assets transferred, the absence of any defenses relating to any claim of either party or the legal sufficiency of any conveyance documents, or any other matters. Except as expressly set forth in the Separation and Distribution Agreement or in any ancillary agreement, all assets will be transferred on an "as is," "where is" basis.

The Distribution. The Separation and Distribution Agreement will govern the rights and obligations of the parties regarding the proposed distribution and certain actions that must occur prior to the proposed distribution,

such as the election of officers and directors and the adoption of our certificate of incorporation and bylaws. Prior to the distribution, we will deliver all the issued and outstanding shares of our common stock to the distribution agent. Following the distribution date, the distribution agent will electronically deliver the shares of our common stock to LINN stockholders based on each holder of LINN common stock receiving one share of Riviera common stock for each share of LINN common stock. Linn Energy, Inc. will have the sole and absolute discretion to determine (and change) the terms of, and whether to proceed with, the distribution and, to the extent it determines to so proceed, to determine the date of the distribution.

Conditions. The Separation and Distribution Agreement will provide that the distribution is subject to the satisfaction or waiver of certain conditions. For further information regarding these conditions, see "The Spin-Off—Conditions to the Distribution." The LINN Energy board of directors may, in its sole discretion, determine the distribution date and the terms of the distribution and, until the distribution has occurred, the LINN Energy board of directors has the right to not proceed with the distribution, even if all of the conditions are satisfied.

Termination. The Separation and Distribution Agreement will provide that it may be terminated by Linn Energy, Inc. at any time in its sole discretion prior to the date of the distribution.

Intercompany Accounts. The Separation and Distribution Agreement will provide that, subject to any provisions in the Separation and Distribution Agreement or any ancillary agreement to the contrary, prior to the distribution, intercompany accounts will be settled as will be set forth in the Separation and Distribution Agreement, and it is expected that substantially all of such balances will no longer be outstanding.

Release of Claims and Indemnification. We and LINN Energy will agree to broad releases pursuant to which we will each release the other and certain related persons specified in the Separation and Distribution Agreement from any claims against any of them that arise out of or relate to events, circumstances or actions occurring or failing to occur or alleged to occur or to have failed to occur or any conditions existing or alleged to exist at or prior to the time of the distribution. These releases will be subject to certain exceptions set forth in the Separation and Distribution Agreement and the ancillary agreements.

The Separation and Distribution Agreement will provide for cross-indemnities that, except as otherwise provided in the Separation and Distribution Agreement, are principally designed to place financial responsibility for the obligations and liabilities of our business with us, and financial responsibility for the obligations and liabilities of the Roan business with LINN Energy.

The amount of each party's indemnification obligations will be subject to reduction by any insurance proceeds received by the party being indemnified. The Separation and Distribution Agreement will also specify procedures with respect to claims subject to indemnification and related matters. Indemnification with respect to taxes will be governed solely by the Tax Matters Agreement.

Other Matters Governed by the Separation and Distribution Agreement. Other matters governed by the Separation and Distribution Agreement will include insurance, access to financial and other information, confidentiality, access to and provision of records and treatment of outstanding guarantees.

Tax Matters Agreement

We intend to enter into a Tax Matters Agreement with LINN Energy that will govern the respective rights, responsibilities and obligations of LINN Energy and us after the spin-off with respect to tax liabilities and benefits, tax contests and other tax sharing regarding U.S. federal, state, local and foreign income taxes, other tax matters and related tax returns. As a subsidiary of LINN Energy, we have (and will continue to have following the spin-off) several liability with LINN Energy to the IRS for the combined U.S. federal income taxes of the LINN Energy consolidated group relating to the taxable periods in which we were part of that group (including

any U.S. federal income taxes arising as a result of the spin-off). The Tax Matters Agreement will specify the portion of this tax liability for which we will bear responsibility and generally provides that we are liable for substantially all such liabilities. Although valid as between the parties, the Tax Matters Agreement will not be binding on the IRS.

Transition Services Agreement

We intend to enter into a Transition Services Agreement with Linn Energy, Inc. under which we will provide LINN Energy with certain services, for a limited time to help ensure an orderly transition following the distribution. We have not yet finalized all of the terms of the Transition Services Agreement, and we intend to include additional details on the terms of this agreement in an amendment to this prospectus.

We anticipate that the services that we will agree to provide LINN Energy under the Transition Services Agreement may include certain finance, information technology, human resources and other services. In addition, from time to time during the term of the agreement, we and LINN Energy may mutually agree on additional services to be provided.

Riviera 2018 Omnibus Incentive Plan

We intend to adopt the Riviera Equity Plan, effective prior to and in connection with the spin-off. The Riviera Equity Plan will provide for grants of, among other things, options, restricted stock, performance awards and other share- or cash-based awards. Our employees, officers, consultants and non-employee directors will be eligible for grants under the Riviera Equity Plan. The purpose of the Riviera Equity Plan is to aid Riviera in recruiting and retaining individuals who are capable of assuring the future success of Riviera, and such awards will provide incentives to such individuals to exert their best efforts for the success of our business and thereby align their interests with those of our future stockholders. shares of our common stock will be authorized for issuance under the Riviera Equity Plan, subject to adjustment in the event of a reorganization, stock split, merger or similar change in our corporate structure or the outstanding shares of common stock. Our compensation committee will administer the Riviera Equity Plan. Our board of directors also has the authority to administer the Riviera Equity Plan and to take all actions that our compensation committee is otherwise authorized to take under the Riviera Equity Plan. The terms and conditions of each award made under the Riviera Equity Plan, including vesting requirements, will be set forth consistent with the Riviera Equity Plan in a written agreement with the participant.

Issuance and Grant of Riviera Restricted Stock Units to Certain Related Persons

Certain of our named executive officers hold LINN Energy equity awards. Upon completion of the spin-off, (i) named executive officers who hold then-outstanding LINN Energy restricted stock units will receive one restricted stock unit with respect to our common stock in respect of each such outstanding LINN Energy restricted stock unit, and (ii) all of such named executive officers' outstanding but unvested LINN Energy restricted stock units will fully vest, without pro-ration, and be settled in LINN common stock. The Riviera restricted stock units will continue to vest subject to, and in accordance with, the terms applicable to the corresponding LINN Energy restricted stock units and are not subject to acceleration in connection with the spin-off.

Pursuant to the foregoing paragraph, Mr. Rottino will receive 126,408 shares of LINN common stock and 126,408 Riviera restricted stock units; Mr. Frew will receive 33,806 shares of LINN common stock and 33,806 Riviera restricted stock units; Mr. Schluter will receive 35,082 shares of LINN common stock and 35,082 Riviera restricted stock units; and Ms. Anderson will receive 19,999 shares of LINN common stock and 19,999 Riviera restricted stock units. Additionally, Mr. Rottino will fully vest in his 236,783 shares of restricted LINN common stock, in respect of which he will receive 236,783 shares of our common stock in connection with the spin-off.

Based on the closing price of a share of LINN common stock of $38.50 on June 21, 2018, the approximate dollar value of our named executive officers' LINN Energy incentive equity holdings are as follows: $13,982,854 for Mr. Rottino (who holds 126,408 LINN Energy restricted stock units and 236,783 shares of restricted LINN common stock); $1,301,531 for Mr. Frew (who holds 33,806 LINN Energy restricted stock units); $1,350,657 for Mr. Schluter (who holds 35,082 LINN Energy restricted stock units); and $769,962 for Ms. Anderson (who holds 19,999 LINN Energy restricted stock units). The dollar value of the Riviera restricted stock units and our common stock will be based on the market price of our common stock following the spin-off, and is indeterminable as of the date of this prospectus.

Registration Rights Agreement

We intend to enter into a Registration Rights Agreement with certain of our stockholders that are expected to own at least 10% of our common stock or that are otherwise reasonably determined to be an affiliate of us (collectively, the "Registration Rights Holders").

We anticipate that the Registration Rights Agreement will require us, within 60 calendar days following the distribution date, subject to certain exceptions, to file a shelf registration statement that includes the Registrable Securities (as defined in the Registration Rights Agreement) whose inclusion has been timely requested. The Registration Rights Agreement will also provide the Registration Rights Holders the ability to demand registrations or underwritten shelf takedowns subject to certain requirements and exceptions. In addition, if we propose to register shares of our common stock in certain circumstances, the Registration Rights Holders will have certain "piggyback" registration rights, subject to restrictions set forth in the Registration Rights Agreement, to include their shares of our common stock in the registration statement.

We anticipate that the Registration Rights Agreement will also provide that (a) for so long as we are subject to the requirements to publicly file information or reports with the SEC pursuant to Section 13 or 15(d) of the Exchange Act, we will use best efforts to timely file all information and reports with the SEC and comply with all such requirements, and (b) if we are not subject to the requirements of Section 13 or 15(d) of the Exchange Act, make available information necessary to comply with Section 4(a)(7) of the Securities Act and Rule 144 and Rule 144A, if available with respect to resales of the Registrable Securities under the Securities Act, at all times, all to the extent required from time to time to enable such Registration Rights Holder to sell Registrable Securities without registration under the Securities Act.

Agreements with Roan Resources LLC

Following the spin-off, we will have an ongoing relationship with LINN Energy, which owns a 50% equity interest in Roan. At March 31, 2018, we had approximately $17 million due from Roan, primarily associated with capital spending, included in "other current assets" and approximately $11 million due to Roan, primarily associated with joint interest billings and natural gas purchases, included in "accounts payable and accrued expenses" on the unaudited condensed consolidated balance sheet. At December 31, 2017, we had approximately $23 million due from Roan, primarily associated with capital spending, included in "other current assets" and approximately $18 million due to Roan, primarily associated with joint interest billings and natural gas purchases, included in "accounts payable and accrued expenses" on the audited consolidated and combined balance sheet.

Below is a summary of the material agreements between us and Roan following the spin-off.

Master Services Agreement

On August 31, 2017, LINN Energy and Citizen completed the Roan Contribution. In exchange for their respective contributions, LINN Energy and Citizen each received a 50% equity interest in Roan. In connection

with the Roan Contribution, on August 31, 2017, Roan entered into a Master Services Agreement (the "MSA") with Linn Operating, LLC ("Linn Operating"), which will become a subsidiary of Riviera following the spin-off, pursuant to which Linn Operating provided certain operating, administrative and other services in respect of the assets contributed to Roan during a transitional period.

Under the MSA, Roan agreed to reimburse Linn Operating for certain costs and expenses incurred by Linn Operating in connection with providing the services, and to pay to Linn Operating a service fee of $1.25 million per month, prorated for partial months. The MSA terminated according to its terms on April 30, 2018.

Gas Gathering and Processing Agreement

On April 1, 2017, LINN Energy entered into a gas gathering and processing agreement (the "Gas Gathering Agreement") with Blue Mountain (formerly known as Linn Midstream, LLC). In August 2017, in connection with the Roan Contribution, LINN Energy assigned its interest in the Gas Gathering Agreement to Roan.

Pursuant to the Gas Gathering Agreement, Blue Mountain will gather, process and purchase Roan's natural gas produced from certain of Roan's assets and operations located in the Merge/SCOOP/STACK play in Oklahoma. Roan is required to pay Blue Mountain specified service fees related to such deliveries, which are subject to annual adjustment in accordance with the terms of the Gas Gathering Agreement. For the four months ended December 31, 2017, we recognized service fees of approximately $2 million.

Unless terminated sooner in accordance with its terms, the Gas Gathering Agreement will have (i) an initial term with respect to certain of Roan's assets and operations ending November 1, 2030, and (ii) an initial term with respect to certain other of Roan's assets and operations ending December 22, 2031. Thereafter, the Gas Gathering Agreement will continue for successive one-year periods until terminated.

Indemnification of Officers and Directors

Our certificate of incorporation will provide that we will generally indemnify officers and members of our board of directors against all losses, claims, damages or similar events. Section 145 of the Delaware General Corporation Law ("DGCL") empowers a Delaware corporation to indemnify and hold harmless any member or manager or other person from and against all claims and demands whatsoever. We also expect to enter into individual indemnity agreements with each of our executive officers and directors which will supplement the indemnification provisions in our certificate of incorporation.

Review and Approval of Related Party Transactions

We will review all relationships and transactions in which we and our directors and executive officers or their immediate family members are participants to determine whether such persons have a direct or indirect material interest. We will develop and implement processes and controls, consistent with those process and controls currently in place at LINN Energy, to obtain information from our directors and executive officers with respect to related party transactions and for then determining, based on the facts and circumstances, whether we or a related party have a direct or indirect material interest in the transactions. Transactions that are determined to be directly or indirectly material to us or a related party will be disclosed as required under SEC rules. In addition, our audit committee or our board of directors (if appropriate) will review and approve or ratify or disapprove any related party transaction that is required to be disclosed. In the course of its review of a disclosable related party transaction, consideration will be given to:

- the nature of the related party's interest in the transaction;
- the material terms of the transaction, including, without limitation, the amount and type of transaction;
- the importance of the transaction to the related party;

- the importance of the transaction to us;
- whether the transaction would impair the judgment of a director or executive officer to act in our best interest; and
- any other matters deemed appropriate.

Any director who is a related party with respect to a transaction under review may not participate in the deliberations or vote respecting approval or ratification of the transaction; provided, however, that such director may be counted in determining the presence of a quorum at the meeting where the transaction is considered.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

As of the date of this prospectus, all of the outstanding shares of our common stock are indirectly beneficially owned by LINN Energy. After the spin-off, LINN Energy will not own any shares of our common stock.

The following tables provide information with respect to the anticipated beneficial ownership of our common stock by:

- each of our stockholders who we believe (based on the assumptions described below) will beneficially own more than 5% of our outstanding common stock;
- each of our directors;
- each of our named executive officers; and
- all of our directors and executive officers following the spin-off as a group.

To the extent our directors and executive officers own LINN common stock at the record date of the spin-off, they will participate in the distribution on the same terms as other holders of LINN common stock.

Unless otherwise noted, each beneficial owner has sole voting power and sole investment power.

Immediately following the spin-off, we estimate that approximately shares of our common stock will be issued and outstanding, based on the number of shares of LINN common stock expected to be outstanding as of the record date and based on each holder of LINN common stock receiving one share of Riviera common stock for each share of LINN common stock. The actual number of shares of our common stock outstanding following the spin-off will be determined on , 2018, the record date.

Name and Address of Beneficial Owner	Shares of Common Stock Beneficially Owned(1)	Percentage of Outstanding
5% Stockholders:		
Elliott funds(2)	15,794,132	20.0%
Fir Tree funds(3)	14,712,070	18.6%
York Capital funds(4)	8,452,360	10.7%
Directors and Named Executive Officers:		
David B. Rottino(5)	549,446	*
Daniel Furbee	—	—
James G. Frew	—	—
Darren Schluter	—	—
Holly Anderson	—	—
Matthew Bonanno	—	—
Philip Brown	—	—
C. Gregory Harper	—	—
Evan Lederman	—	—
Andrew Taylor	—	—
All Directors and Named Executive Officers as a Group (10 persons)(6)	549,446	*

* Less than 1% based on 78,924,655 shares of LINN common stock outstanding as of May 31, 2018.

(1) The amounts and percentages of common stock beneficially owned are reported on the basis of regulations of the SEC governing the determination of beneficial ownership of securities. Under the rules of the SEC, a person is deemed to be a “beneficial owner” of a security if that person has or shares voting power, which includes the power to vote or direct the voting of such security, or investment power, which includes the power to dispose of or to direct the disposition of such security. Under these rules, more than one person

may be deemed to be a beneficial owner of the same securities, and a person may be deemed to be a beneficial owner of securities as to which such person has no economic interest. The number of shares beneficially owned by a person includes shares of common stock underlying any derivative securities that are currently exercisable or vested or will be exercisable or vested within 60 days of the date of this prospectus. The shares issuable under any such securities are treated as outstanding for computing the percentage ownership of the person holding these securities, but are not treated as outstanding for the purposes of computing the percentage ownership of any other person.

(2) Consists of (i) 26,513 shares owned by Elliott Associates, L.P. ("Elliott Associates"), (ii) 5,027,660 shares owned by The Liverpool Limited Partnership ("Liverpool") and (iii) 10,739,959 shares owned by Spraberry Investments Inc. ("Spraberry," and collectively with Elliot Associates and Liverpool, the "Elliot funds"). The sole limited partner of Liverpool is Elliott Associates. Spraberry is an indirect subsidiary of Elliott International, L.P. ("Elliott LP"). Elliott International Capital Advisors Inc. is the investment manager of Elliott LP ("Elliott IM") and is regulated by the SEC as an investment advisor. Elliott IM has voting and investment power with respect to the shares held by Spraberry and may be deemed to be the beneficial owner thereof. The sole limited partner of Elliott LP is Elliott International Limited. There is no single beneficial shareholder of Elliott International Limited holding shares equal to 10% or more of its total capital. Each of Elliot Advisors GP LLC, Elliott Capital Advisors, L.P. and Elliott Special GP, LLC, is a general partner of Elliott Associates and is regulated by the SEC as an investment advisor. Each of Elliot Advisors GP LLC, Elliott Capital Advisors, L.P. and Elliott Special GP, LLC has voting and investment power with respect to the shares held by Elliott Associates and may be deemed to be the beneficial owner thereof. There is no single beneficial limited partner of Elliott Associates holding limited partnership interests equal to 10% or more of its total capital. Andrew Taylor, a member of the investment team of Elliott Management Corporation, an affiliate of the Elliott funds, will serve on the board of directors of the Company. The address of each of the foregoing entities and Mr. Taylor is c/o Elliott Management Corporation, 40 West 57th Street, New York, New York 10019.

(3) Consists of (i) 548,558 shares owned by Fir Tree Capital Opportunity Master Fund III, L.P., (ii) 1,826,728 shares owned by Fir Tree Capital Opportunity Master Fund, L.P., (iii) 9,968,920 shares owned by Fir Tree E&P Holdings VI, LLC, (iv) 1,150,589 shares owned by FT SOF IV Holdings, LLC and (v) 1,217,275 shares owned by FT SOF V Holdings, LLC (collectively, the "Fir Tree funds"). Fir Tree Capital Management LP ("FTCM") (f/k/a Fir Tree Inc.) is the investment manager for the Fir Tree funds. Jeffrey Tannenbaum, David Sultan and Clinton Biondo control FTCM. Each of FTCM, Messrs. Tannenbaum, Sultan and Biondo has voting and investment power with respect to the shares of common stock owned by the Fir Tree funds and may be deemed to be the beneficial owner of such shares. Evan S. Lederman will serve on the board of directors of the Company and is a partner of FTCM. Mr. Lederman does not have voting and investment power with respect to the shares of common stock owned by the Fir Tree funds in his capacity as a partner of FTCM. The address of each of the foregoing entities, Mr. Sultan and Mr. Lederman is c/o Fir Tree Inc., 55 West 46th Street, 29th Floor, New York, New York 10036.

(4) Consists of (i) 1,272,896 shares owned by York Capital Management, L.P., (ii) 2,788,317 shares owned by York Credit Opportunities Investments Master Fund, L.P., (iii) 2,188,884 shares owned by York Credit Opportunities Fund, L.P., (iv) 1,779,012 shares owned by York Multi-Strategy Master Fund, L.P., (v) 109,603 shares owned by Exuma Capital, L.P., (vi) 278,587 shares owned by York Select Strategy Master Fund, L.P. and (vii) 35,061 shares owned by Jorvik Multi-Strategy Master Fund, L.P. (collectively, the "York Capital funds"). York Capital Management Global Advisors, LLC ("YCMGA") is the senior managing member of the general partner of each of the York Capital funds. James G. Dinan is the chairman of, and controls, YCMGA. Each of YCMGA and Mr. Dinan has voting and investment power with respect to the shares owned by each of the York Capital funds and may be deemed to be beneficial owners thereof. Each of YCMGA and Mr. Dinan disclaim beneficial ownership of such shares except to the extent of their pecuniary interests therein. Matthew W. Bonanno, a partner of YCMGA, will serves on the board of directors of the Company. The address of the York Capital funds, Mr. Dinan and Mr. Bonanno is 767 Fifth Avenue, 17th Floor, New York, New York 10153.

(5) Consists of (i) 312,663 shares in respect of LINN common stock owned by Mr. Rottino as of May 31, 2018 and (ii) 236,783 shares in respect of restricted LINN common stock that will fully vest in connection with the spin-off.

(6) The address of each beneficial owner is c/o Riviera Resources, Inc., 600 Travis, Houston, Texas 77002.

DESCRIPTION OF CAPITAL STOCK

As part of the spin-off, LINN Energy will effect an internal reorganization, and Riviera Resources, LLC will convert from a Delaware limited liability company to a Delaware corporation and change its name to Riviera Resources, Inc. In connection with such conversion, membership interests in our company will be converted into shares of common stock in Riviera Resources, Inc., and LINN Energy will adopt the Riviera Resources, Inc. certificate of incorporation and bylaws immediately prior to the consummation of the spin-off. The following description of certain terms of our common stock as it will be in effect upon completion of the spin-off is a summary and is qualified in its entirety by reference to our certificate of incorporation and our bylaws. The certificate of incorporation and bylaws, each in a form expected to be in effect at the time of the distribution, have been included as exhibits to the registration statement on Form S-1, of which this prospectus forms a part.

Under "Description of Capital Stock," "we," "us," "our" and "our company" refer to Riviera Resources, Inc. and not to any of its subsidiaries.

Authorized Capitalization

Prior to the distribution date, our board of directors and LINN Energy, as our sole stockholder, will approve and adopt versions of our certificate of incorporation and bylaws. Under our certificate of incorporation, authorized capital stock will consist of 300,000,000 shares, which will include 270,000,000 shares of our common stock, par value $0.01 per share, and 30,000,000 shares of preferred stock, par value $0.01 per share.

Common Stock

We estimate that shares of our common stock will be issued and outstanding immediately after the spin-off, based on the number of shares of LINN common stock that we expect will be outstanding as of the record date. The actual number of shares of our common stock outstanding following the spin-off will be determined on , 2018, the record date.

Dividends. Subject to the rights granted to any holders of preferred stock, holders of the shares of our common stock will be entitled to dividends in the amounts and at the times declared by our board of directors in its discretion out of any assets or funds of Riviera legally available for the payment of dividends. Following the conversion, we will be incorporated in Delaware and we are governed by Delaware law. Delaware law allows a corporation to pay dividends only out of surplus, as determined under Delaware law, or, if no such surplus exists, out of the corporation's net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year (provided that such payment will not reduce capital below the amount of capital represented by all classes of shares having a preference upon the distribution of assets).

Voting Rights. Each share of common stock will be entitled to one vote on all matters submitted to a vote of our stockholders. There will be no cumulative voting rights for the election of directors, which means that the holders of a majority of the shares of our common stock will be entitled to elect all of Riviera's directors, unless the number of nominees for director exceeds the number of directors to be elected, in which case, the directors will be elected by a plurality of the shares represented in person or by proxy and entitled to vote on the election of directors.

Liquidation Rights. Except as otherwise required by our bylaws or certificate of incorporation, our common stock will have all rights and privileges typically associated with such securities as set forth in the DGCL in relation to rights upon liquidation.

Fully Paid. All of our outstanding shares of common stock are fully paid and nonassessable, and the shares of common stock we will issue in connection with the spin-off will also be fully paid and nonassessable. The holders of our common stock will have no preemptive rights and no rights to convert their common stock into any other securities, and our common stock will not be subject to any redemption or sinking fund provisions.

Preferred Stock

Under the terms of our certificate of incorporation, the number of authorized shares of preferred stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of capital stock of Riviera entitled to vote thereon, without a vote of the holders of the preferred stock, or of any series thereof, unless a vote of any such holders is required pursuant to the terms of any preferred stock designation.

Our board of directors will be authorized, subject to any limitations prescribed by law, to provide for the issuance of shares of preferred stock in series, and by filing a certificate pursuant to the applicable law of the state of Delaware, to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences, and rights of the shares of each such series and any qualifications, limitations or restrictions thereof.

No shares of our preferred stock were issued and outstanding as of , 2018.

Directors

Our board of directors will consist of one or more directors, and is currently comprised of six directors. The number of directors may be fixed from time to time by a resolution adopted by our board of directors. Each director to be elected by stockholders will be determined by a plurality of the votes cast. There is no cumulative voting in the election of directors. Directors may be removed, with or without cause, by a majority vote of our voting stock.

All directors will be in one class and serve for a term ending at the annual meeting following the annual meeting at which the director was elected. Our current class of directors will be subject to reelection at our 2019 annual meeting.

Stockholder Action by Written Consent

Pursuant to Section 228 of the DGCL and our certificate of incorporation, any action required to be taken at any annual or special meeting of our stockholders may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, is or are signed by the holders of our outstanding common stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of our stock entitled to vote thereon were present and voted.

Anti-Takeover Effects of Our Certificate of Incorporation, Bylaws and Delaware Law

Our certificate of incorporation, our bylaws and Delaware statutory law contain provisions that are intended to enhance the likelihood of continuity and stability in the composition of our board of directors and that could make it more difficult to acquire control of the Company by means of a tender offer, open market purchases, a proxy contest or otherwise. The Company expects that these provisions, which are summarized below, will discourage coercive takeover practices and inadequate takeover bids. These provisions also are designed to encourage persons seeking to acquire control of the Company to first negotiate with our board of directors, which the Company believes may result in an improvement of the terms of any such acquisition in favor of the Company's stockholders. However, they also give our board of directors the power to discourage acquisitions that some stockholders may favor. A description of these provisions is set forth below.

Undesignated Preferred Stock

The authority possessed by our board of directors to issue preferred stock could potentially be used to discourage attempts by third-parties to obtain control of our company through a merger, tender offer, proxy

contest or otherwise by making such attempts more difficult or more costly. Our board of directors may issue preferred stock with voting rights or conversion rights that, if exercised, could adversely affect the voting power of the holders of common stock. There are no current agreements or understandings with respect to the issuance of preferred stock and our board of directors has no present intention to issue any shares of preferred stock.

Calling of Special Meeting of Stockholders

Stockholders are only permitted to call a special meeting upon a written request of holders of record of at least the majority of the voting power of the outstanding capital stock of the Company.

Amendment of the Bylaws

Under the DGCL, the power to adopt, amend or repeal bylaws is conferred upon the stockholders. A corporation may, however, in its certificate of incorporation also confer upon our board of directors the power to adopt, amend or repeal its bylaws. Our certificate of incorporation and bylaws will grant to our board of directors the power to adopt, amend, restate or repeal the bylaws, provided that until the earlier of a listing of the capital stock on a national exchange and the consummation of an initial public offering, none of the provisions regarding information rights, affiliate transactions, transactions requiring stockholder approval, or amendments to the bylaws may be repealed or amended in any manner that is materially adverse to any stockholder, unless such repeal or amendment shall have been approved by 66 2/3% of our common stock.

Requirements for Advance Notification of Stockholder Nominations and Proposals

Our bylaws will establish advance notice procedures with respect to stockholder proposals and nomination of candidates for election as directors other than nominations made by or at the direction of our board of directors or a committee of our board of directors.

Delaware Anti-Takeover Law

We will not be subject to the provisions of Section 203 of the DGCL, regulating corporate takeovers. In general, those provisions prohibit a Delaware corporation, including those whose securities are quoted for trading on the OTC Market, from engaging in any business combination with any interested shareholder for a period of three years following the date that the shareholder became an interested shareholder, unless:

- the transaction is approved by our board of directors before the date the interested shareholder attained that status;
- upon consummation of the transaction that resulted in the shareholder becoming an interested shareholder, the interested shareholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced; or
- on or after such time the business combination is approved by our board of directors and authorized at a meeting of shareholders by at least two-thirds of the outstanding voting stock that is not owned by the interested shareholder.

Newly Created Directorships and Vacancies on the Board

Under our bylaws, any vacancies on our board of directors for any reason and any newly created directorships resulting from any increase in the number of directors may be filled solely by our board of directors upon a vote of a majority of the remaining directors then in office, even if they constitute less than a quorum of the board or by a sole remaining director, or by a majority vote of our common stock, at either a special meeting of the stockholders or by written consent.

No Cumulative Voting

Our certificate of incorporation and bylaws will not provide for cumulative voting in the election of directors.

Exclusive Forum

Our certificate of incorporation will provide that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery shall not have jurisdiction, another state court located within the state of Delaware, or if no such state court shall have jurisdiction, the federal district court for the District of Delaware) will be, to the fullest extent permitted by law, the exclusive forum for (i) any derivative action or proceeding brought on behalf of the Company, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Company to the Company or the Company's stockholders, (iii) any action asserting a claim against the Company, its directors, officers or employees arising pursuant to any provision of the DGCL or this certificate of incorporation or the bylaws of the Company, or (iv) any action asserting a claim against the Company, its directors, officers or employees governed by the internal affairs doctrine. Any person or entity purchasing or otherwise holding any interest in shares of capital stock of the Company will be deemed to have notice of and consented to the foregoing forum selection provisions.

Limitation of Liability of Directors

Our certificate of incorporation will provide that no director shall be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director to the fullest extent permitted by the DGCL. The effect of this provision is to eliminate the Company's and its stockholders' rights, through stockholders' derivative suits on the Company's behalf, to recover monetary damages against a director for a breach of fiduciary duty as a director.

The Company may purchase insurance on behalf of any officer, director, employee or other agent for any liability arising out of that person's actions as our officer, director, employee or agent, regardless of whether Delaware law would permit indemnification. In connection with our emergence from bankruptcy, we have entered into indemnity agreements with each of our directors and officers. These agreements require us to indemnify these individuals to the fullest extent permitted under Delaware law against liability that may arise by reason of their service to us, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified.

Section 102 of the DGCL allows a corporation to eliminate the personal liability of directors of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of the DGCL or obtained an improper personal benefit.

Section 145 of the DGCL provides, among other things, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, agent or employee of the corporation or is or was serving at the corporation's request as a director, officer, agent, or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding. The power to indemnify applies (a) if such person is successful on the merits or otherwise in defense of any action, suit or proceeding, or (b) if such person acted in good faith and in a manner he or she reasonably believed to be in the best interest, or not opposed to the best interest, of the corporation, and with respect to any criminal action or proceeding, had no

reasonable cause to believe his or her conduct was unlawful. The power to indemnify applies to actions brought by or in the right of the corporation as well, but only to the extent of defense expenses (including attorneys' fees but excluding amounts paid in settlement) actually and reasonably incurred and not to any satisfaction of judgment or settlement of the claim itself, and with the further limitation that in such actions no indemnification shall be made in the event of any adjudication of negligence or misconduct in the performance of his or her duties to the corporation, unless the court believes that in the light of all the circumstances indemnification should apply.

Section 174 of the DGCL provides, among other things, that a director, who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption, may be held liable for such actions. A director who was either absent when the unlawful actions were approved or dissented at the time may avoid liability by causing his or her dissent to such actions to be entered in the books containing the minutes of the meetings of our board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

Ticker Symbol

We intend to have our common stock quoted for trading on the OTC Market, where we expect to qualify as an SEC-reporting company, under the ticker symbol "RVRA".

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is American Stock Transfer & Trust Company, LLC.

DESCRIPTION OF MATERIAL INDEBTEDNESS

Revolving Credit Facility

On August 4, 2017, LINN Energy entered into a credit agreement with Royal Bank of Canada, as administrative agent, and the lenders and agents party thereto (the "Credit Agreement") providing for a new senior secured reserve-based revolving loan facility (the "Revolving Credit Facility") with $500 million in borrowing commitments, subject to adjustments of the borrowing base as provided in the Credit Agreement. As of the date of this prospectus, a subsidiary of LINN Energy is the borrower under the Revolving Credit Facility. In connection with the Credit Facility Amendment, Riviera became a guarantor under the Revolving Credit Facility. Prior to the consummation of the spin-off, the borrower under the Revolving Credit Facility is expected to become a subsidiary of Riviera.

As of March 31, 2018, there were no borrowings outstanding under the Revolving Credit Facility and there was approximately $343 million of available borrowing capacity (which includes a $47 million reduction for outstanding letters of credit). The Revolving Credit Facility matures on August 4, 2020. In connection with entry into the Revolving Credit Facility, that certain Credit Agreement, dated as of February 28, 2017, among the Company, Wells Fargo Bank, National Association, as administrative agent, and the lenders party thereto was terminated and repaid in full.

Redeterminations of the borrowing base under the Revolving Credit Facility are based primarily on reserve reports using lender commodity price expectations at such time. The borrowing base will be redetermined semi-annually, on April 1 and October 1. The next scheduled borrowing base redetermination will take place on October 1, 2018.

At LINN Energy's election, interest on borrowings under the Revolving Facility is determined by reference to either the London Interbank Offered Rate ("LIBOR") plus an applicable margin ranging from 2.50% to 3.50% per annum depending on utilization of the borrowing base or the alternate base rate ("ABR") plus an applicable margin ranging from 1.50% to 2.50% per annum depending on utilization of the borrowing base. Interest is generally payable in arrears on the last day of March, June, September and December for loans bearing interest based at the ABR and at the end of the applicable interest period for loans bearing interest at the LIBOR, or if such interest period is longer than three months, at the end of three month intervals during such interest period. LINN Energy is required, and following the spin-off, we will be required, to pay a commitment fee to the lenders under the Revolving Credit Facility, which accrues at a rate per annum of 0.50% on the average daily unused amount of the available revolving loan commitments of the lenders or the borrowing base, if less.

The obligations under the Revolving Credit Facility are secured by mortgages covering approximately 85% of the total value of the proved reserves of the oil and natural gas properties of LINN Energy, along with liens on substantially all personal property of LINN Energy. The obligations under the Revolving Credit Facility are also guaranteed by LINN Energy's subsidiaries, subject to customary exceptions.

Under the Revolving Credit Facility, the Company is required, and following the spin-off, we will be required, to maintain (i) a maximum total net debt to last twelve months EBITDAX ratio of 4.0 to 1.0, and (ii) a minimum ratio of current assets (including undrawn capacity under the Revolving Credit Facility) to current liabilities of 1.0 to 1.0.

The Credit Agreement also contains affirmative and negative covenants customary for credit facilities of this nature, including as to compliance with laws (including environmental laws, ERISA and anti-corruption laws), maintenance of required insurance, delivery of quarterly and annual financial statements, oil and gas engineering reports and budgets, maintenance and operation of property (including oil and gas properties), restrictions on the incurrence of liens and indebtedness, mergers, consolidations and sales of assets and transactions with affiliates.

The Credit Agreement contains events of default and remedies customary for credit facilities of this nature. If the Company does not comply with the financial and other covenants in the Credit Agreement, the lenders may, subject to customary cure rights, require immediate payment of all amounts outstanding under the Credit Agreement.

SHARES ELIGIBLE FOR FUTURE SALE

There is currently no public market for our common stock. Future sales of substantial amounts of our common stock in the public market, or the availability of such shares for sale in the public market, could adversely affect the market price of our common stock prevailing from time to time and could impair our ability to raise capital through sales of equity securities.

Sales of Restricted Securities

On , 2018, Linn Energy, Inc. had approximately shares of its Class A common stock, par value $0.001 per share, issued and outstanding. Based on this number, we expect that upon completion of the spin-off, we will have approximately shares of common stock issued and outstanding. The shares of our common stock that you will receive in the distribution will be freely transferable, unless you are considered an "affiliate" of ours under Rule 144 under the Securities Act. Persons who can be considered our affiliates after the spin-off generally include individuals or entities that directly, or indirectly through one or more intermediaries, control, are controlled by, or are under common control with, us, and may include certain of our officers and directors. As of the distribution date, we estimate that our directors, officers and their affiliates will beneficially own in the aggregate approximately % of our shares. In addition, individuals who are affiliates of LINN Energy on the distribution date may be deemed to be affiliates of ours. Our affiliates may sell shares of our common stock received in the distribution only:

- under a registration statement that the SEC has declared effective under the Securities Act; or
- under an exemption from registration under the Securities Act, such as the exemption afforded by Rule 144.

Rule 144

In general, under Rule 144 as currently in effect, a person (or persons whose shares are aggregated), including an affiliate, who beneficially owns "restricted securities" of a "reporting company" may not sell these securities until the person has beneficially owned them for at least six months. Thereafter, affiliates may not sell within any three-month period a number of shares in excess of the greater of:

- 1.0% of our common stock then outstanding; or
- the average weekly trading volume in such securities during the four preceding calendar weeks.

Sales under Rule 144 by our affiliates are also subject to restrictions relating to manner of sale, notice and the availability of current public information about us and may be affected only through unsolicited brokers' transactions.

Persons not deemed to be affiliates who have beneficially owned "restricted securities" for at least six months but for less than one year may sell these securities, provided that current public information about the Company is "available," which means that, on the date of sale, we have been subject to the reporting requirements of the Exchange Act for at least 90 days and are current in our Exchange Act filings. After beneficially owning "restricted securities" for one year, our non-affiliates may engage in unlimited re-sales of such securities.

Shares received by our affiliates in the distribution or upon exercise of stock options or upon vesting of other equity-linked awards may be "controlled securities" rather than "restricted securities." "Controlled securities" are subject to the same volume limitations as "restricted securities" but are not subject to holding period requirements.

Except for our common stock distributed in the distribution and employee-based equity awards, we will have no equity securities outstanding immediately after the spin-off. In the future, we may adopt new equity-based compensation plans and issue stock-based awards. We currently expect to file a registration statement under the Securities Act to register shares to be issued under these equity plans. Shares issued pursuant to awards after the effective date of that registration statement, other than shares issued to affiliates, generally will be freely tradable without further registration under the Securities Act.

LEGAL MATTERS

The validity of the common stock to be distributed in the spin-off will be passed upon for Riviera by Kirkland & Ellis LLP, Houston, Texas.

EXPERTS

The consolidated and combined financial statements of Riviera Resources, LLC and its subsidiaries, as of December 31, 2017 (Successor) and 2016 (Predecessor), and for the ten months ended December 31, 2017 (Successor), the two months ended February 28, 2017 and for the years ended December 31, 2016 and 2015 (Predecessor), have been incorporated by reference herein and in the registration statement in reliance upon the reports of KPMG LLP, an independent registered public accounting firm, and upon the authority of said firm as experts in auditing and accounting.

The audit report covering the December 31, 2017, 2016 and 2015 consolidated and combined financial statements states they were prepared on a combined basis of accounting, and in conformity with Accounting Standards Codification 852-10, Reorganizations, for the Successor as a new entity with assets, liabilities and a capital structure having carrying amounts not comparable with prior periods.

Certain estimates of our net oil and natural gas reserves and related information included or incorporated by reference in this prospectus have been derived from reports prepared by DeGolyer and MacNaughton. All such information has been so included or incorporated by reference on the authority of such firm as experts regarding the matters contained in its reports.

WHERE YOU CAN FIND MORE INFORMATION

We have filed a Registration Statement on Form S-1 with the SEC with respect to the shares of common stock that LINN stockholders will receive in the distribution. This prospectus does not contain all of the information contained in the Registration Statement on Form S-1 and the exhibits and schedules to the Registration Statement on Form S-1. Some items are omitted in accordance with the rules and regulations of the SEC. For additional information relating to us and the spin-off, reference is made to the Registration Statement on Form S-1 and the exhibits to the Registration Statement on Form S-1, which are on file at the offices of the SEC. Statements contained in this prospectus as to the contents of any contract or other document referred to are not necessarily complete and in each instance, if the contract or document is filed as an exhibit, reference is made to the copy of the contract or other documents filed as an exhibit to the Registration Statement on Form S-1. Each statement is qualified in all respects by the relevant reference.

You may inspect and copy the Registration Statement on Form S-1 and the exhibits to the Registration Statement on Form S-1 that we have filed with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at (800) SEC-0330 for further information on the Public Reference Room. In addition, the SEC maintains an Internet site at *www.sec.gov*, from which you can electronically access the Registration Statement on Form S-1, including the exhibits and schedules to the Registration Statement on Form S-1.

We maintain an Internet site at www. .com. Our Internet site and the information contained on that site, or connected to that site, are not incorporated into the prospectus or the Registration Statement on Form S-1.

As a result of the distribution, we will be required to comply with the full informational requirements of the Exchange Act. We will fulfill our obligations with respect to these requirements by filing periodic reports and other information with the SEC.

We plan to make available, free of charge, on our Internet site our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to those reports as soon as reasonably practicable after we electronically file or furnish such materials to the SEC.

You should rely only on the information contained in this prospectus or to which we have referred you. We have not authorized any person to provide you with different information or to make any representation not contained in this prospectus.

INDEX TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

RIVIERA RESOURCES, LLC

CONDENSED CONSOLIDATED BALANCE SHEETS

(Unaudited)

	March 31, 2018	December 31, 2017
	(in thousands)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 227,196	$ 464,477
Accounts receivable – trade, net	130,527	140,485
Derivative instruments	7,287	9,629
Restricted cash	77,263	56,445
Other current assets	64,153	76,683
Assets held for sale	92,492	106,963
Total current assets	598,918	854,682
Noncurrent assets:		
Oil and natural gas properties (successful efforts method)	778,091	950,083
Less accumulated depletion and amortization	(48,142)	(49,619)
	729,949	900,464
Other property and equipment	533,078	480,729
Less accumulated depreciation	(36,326)	(28,658)
	496,752	452,071
Derivative instruments	936	469
Deferred income taxes	149,179	188,538
Equity method investments	490,503	464,926
Other noncurrent assets	5,983	6,975
	646,601	660,908
Total noncurrent assets	1,873,302	2,013,443
Total assets	$2,472,220	$2,868,125
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable and accrued expenses	$ 262,148	$ 253,975
Derivative instruments	16,931	10,103
Other accrued liabilities	38,946	58,130
Liabilities held for sale	42,891	43,302
Total current liabilities	360,916	365,510
Noncurrent liabilities:		
Derivative instruments	4,682	2,849
Asset retirement obligations and other noncurrent liabilities	104,730	160,720
Total noncurrent liabilities	109,412	163,569
Commitments and contingencies (Note 11)		
Equity:		
Net parent company investment	2,001,892	2,339,046
Total equity	2,001,892	2,339,046
Total liabilities and equity	$2,472,220	$2,868,125

The accompanying notes are an integral part of these condensed consolidated and combined financial statements.

RIVIERA RESOURCES, LLC

CONDENSED CONSOLIDATED AND COMBINED STATEMENTS OF OPERATIONS

(Unaudited)

(in thousands)	Successor		Predecessor
	Three Months Ended March 31, 2018	One Month Ended March 31, 2017	Two Months Ended February 28, 2017
Revenues and other:			
Oil, natural gas and natural gas liquids sales	$ 136,876	$ 80,325	$ 188,885
Gains (losses) on oil and natural gas derivatives	(15,030)	(11,959)	92,691
Marketing revenues	46,267	2,914	6,636
Other revenues	5,894	2,028	9,915
	174,007	73,308	298,127
Expenses:			
Lease operating expenses	47,884	24,630	49,665
Transportation expenses	19,094	13,723	25,972
Marketing expenses	41,755	2,539	4,820
General and administrative expenses	44,779	10,408	71,745
Exploration costs	1,202	55	93
Depreciation, depletion and amortization	28,465	17,847	47,155
Taxes, other than income taxes	8,452	7,077	14,877
(Gains) losses on sale of assets and other, net	(106,075)	484	829
	85,556	76,763	215,156
Other income and (expenses):			
Interest expense, net of amounts capitalized	(404)	(4,200)	(16,725)
Earnings from equity method investments	25,345	39	157
Other, net	(170)	(388)	(149)
	24,771	(4,549)	(16,717)
Reorganization items, net	(1,951)	(2,565)	2,521,137
Income (loss) from continuing operations before income taxes	111,271	(10,569)	2,587,391
Income tax expense (benefit)	40,332	(4,446)	(166)
Income (loss) from continuing operations	70,939	(6,123)	2,587,557
Income (loss) from discontinued operations, net of income taxes	—	457	(548)
Net income (loss)	$ 70,939	$ (5,666)	$2,587,009

The accompanying notes are an integral part of these condensed consolidated and combined financial statements.

RIVIERA RESOURCES, LLC

CONDENSED CONSOLIDATED STATEMENT OF EQUITY

(Unaudited)

	Total Equity (in thousands)
December 31, 2017	$2,339,046
Net loss	70,939
Net transfers to parent	(408,093)
March 31, 2018	$2,001,892

The accompanying notes are an integral part of these condensed consolidated and combined financial statements.

RIVIERA RESOURCES, LLC

CONDENSED CONSOLIDATED AND COMBINED STATEMENTS OF CASH FLOWS

(Unaudited)

(in thousands)	Successor		Predecessor
	Three Months Ended March 31, 2018	One Month Ended March 31, 2017	Two Months Ended February 28, 2017
Cash flow from operating activities:			
Net income (loss)	$ 70,939	$ (5,666)	$ 2,587,009
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
(Income) loss from discontinued operations	—	(457)	548
Depreciation, depletion and amortization	28,465	17,847	47,155
Deferred income taxes	40,818	(4,165)	(166)
Total (gains) losses on derivatives, net	15,030	11,959	(92,691)
Cash settlements on derivatives	(4,494)	5,782	(11,572)
Share-based compensation expenses	17,037	4,177	50,255
Amortization and write-off of deferred financing fees	404	3	1,338
(Gains) losses on sale of assets and other, net	(131,330)	345	1,069
Reorganization items, net	—	—	(2,456,074)
Changes in assets and liabilities:			
(Increase) decrease in accounts receivable – trade, net	5,415	26,614	(7,216)
(Increase) decrease in other assets	12,002	(2,553)	528
Increase (decrease) in accounts payable and accrued expenses	13,802	(43,476)	20,949
Increase (decrease) in other liabilities	(17,222)	4,187	2,801
Net cash provided by operating activities – continuing operations	50,866	14,597	143,933
Net cash provided by operating activities – discontinued operations	—	3,166	8,781
Net cash provided by operating activities	50,866	17,763	152,714
Cash flow from investing activities:			
Development of oil and natural gas properties	(26,024)	(19,779)	(50,597)
Purchases of other property and equipment	(46,110)	(2,466)	(7,409)
Proceeds from sale of properties and equipment and other	232,394	326	(166)
Net cash provided by (used in) investing activities – continuing operations	160,260	(21,919)	(58,172)
Net cash used in investing activities – discontinued operations	—	(465)	(584)
Net cash provided by (used in) investing activities	160,260	(22,384)	(58,756)

RIVIERA RESOURCES, LLC

CONDENSED CONSOLIDATED AND COMBINED STATEMENTS OF CASH FLOWS—Continued

(Unaudited)

(in thousands)	Successor		Predecessor
	Three Months Ended March 31, 2018	One Month Ended March 31, 2017	Two Months Ended February 28, 2017
Cash flow from financing activities:			
Net transfers (to) from parent	(419,556)	(3)	636,000
Distributions to unitholders	(8,007)	—	—
Proceeds from borrowings	—	30,000	—
Repayments of debt	—	(96,250)	(1,038,986)
Payment to holders of claims under the Predecessor's second lien notes	—	—	(30,000)
Other	(26)	17,658	(4,744)
Net cash used in financing activities – continuing operations	(427,589)	(48,595)	(437,730)
Net cash used in financing activities – discontinued operations	—	—	—
Net cash used in financing activities	(427,589)	(48,595)	(437,730)
Net decrease in cash, cash equivalents and restricted cash	(216,463)	(53,216)	(343,772)
Cash, cash equivalents and restricted cash:			
Beginning	520,922	144,022	487,794
Ending	$ 304,459	$ 90,806	$ 144,022

The accompanying notes are an integral part of these condensed consolidated and combined financial statements.

RIVIERA RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS

(Unaudited)

Note 1 – Basis of Presentation

In April 2018, Linn Energy, Inc. ("Parent," and together with its consolidated subsidiaries, "LINN Energy") announced its intention to separate Riviera Resources, Inc. ("Riviera" or the "Company") from LINN Energy. Riviera will be a new independent oil and natural gas company with a strategic focus on efficiently operating its mature low-decline assets, developing its growth-oriented assets, and returning capital to shareholders.

To effect the separation, Linn Energy, Inc. and certain of its direct and indirect subsidiaries will undertake an internal reorganization, following which Riviera Resources, Inc. will hold, directly or through its subsidiaries, all of the pre-transaction assets of LINN Energy, other than LINN Energy's 50% equity interest in Roan Resources, LLC ("Roan"). Upon completion of the internal reorganization, Linn Energy, Inc. will complete the spin-off by distributing to the LINN Energy stockholders all of the issued and outstanding Riviera common stock. Following the spin-off, Riviera Resources, Inc. will be an independent reporting company, and eventually a publicly traded company, and LINN Energy will not retain any ownership interest in Riviera.

The accompanying consolidated and combined financial statements have been prepared on a stand-alone basis and are derived from Linn Energy, Inc.'s consolidated financial statements and accounting records for the periods presented as the Company was historically managed as a subsidiary of Linn Energy, Inc.

Linn Energy, Inc. is a successor issuer of Linn Energy, LLC pursuant to Rule 15d-5 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). As discussed further in Note 2, on May 11, 2016 (the "Petition Date"), Linn Energy, LLC, certain of its direct and indirect subsidiaries, and LinnCo (collectively, the "LINN Debtors") and Berry (collectively with the LINN Debtors, the "Debtors"), filed voluntary petitions ("Bankruptcy Petitions") for relief under Chapter 11 of the U.S. Bankruptcy Code ("Bankruptcy Code") in the U.S. Bankruptcy Court for the Southern District of Texas ("Bankruptcy Court"). The Debtors' Chapter 11 cases were administered jointly under the caption In re Linn Energy, LLC, et al., Case No. 16-60040. During the pendency of the Chapter 11 proceedings, the Debtors operated their businesses as "debtors-in-possession" under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of the Bankruptcy Code. The Company emerged from bankruptcy effective February 28, 2017. References to "Successor" herein refers to the Company in periods subsequent to LINN Energy's emergence from bankruptcy and references to "Predecessor" herein refers to the Company in periods prior to LINN Energy's emergence from bankruptcy.

Nature of Business

The Company's properties are currently located in six operating regions in the United States ("U.S."): the Hugoton Basin, East Texas, North Louisiana, Michigan/Illinois, the Uinta Basin and the Mid-Continent. During 2018, the Company divested all of its properties located in the previous Permian Basin operating region. During 2017, the Company divested all of its properties located in the previous California and South Texas operating regions. The Company has classified the assets and liabilities, results of operations and cash flows of its California properties as discontinued operations on its consolidated and combined financial statements. See Note 4 for additional information.

Historically, a subsidiary of the Company also owned a 50% equity interest in Roan Resources LLC ("Roan"), which is focused on the accelerated development of the Merge/SCOOP/STACK play in Oklahoma. The Company's equity earnings (losses), consisting of its share of Roan's earnings or losses, are included in the consolidated and combined financial statements. However, following a series of internal restructuring transactions in connection with the separation, the equity interest in Roan will be owned by Linn Energy, Inc. and will no longer be affiliated with Riviera. As such, equity earnings (losses) in Roan will not be included in Riviera's consolidated and combined financial statements in periods subsequent to the transactions.

RIVIERA RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

(Unaudited)

Principles of Consolidation and Combination

The information reported herein reflects all normal recurring adjustments that are, in the opinion of management, necessary for the fair presentation of the results for the interim periods. Certain information and note disclosures normally included in annual financial statements prepared in accordance with U.S. generally accepted accounting principles ("GAAP") have been condensed or omitted under Securities and Exchange Commission rules and regulations; as such, this report should be read in conjunction with the financial statements and notes as of December 31, 2017 and December 31, 2016 and for the ten months ended December 31, 2017, the two months ended February 28, 2017, and the years ended December 31, 2016, and December 31, 2015, included elsewhere in this registration statement. The results reported in these unaudited condensed consolidated and combined financial statements should not necessarily be taken as indicative of results that may be expected for the entire year.

The consolidated and combined financial statements for Predecessor periods represent the financial position and results of operations of entities to be held by the Company after the spin-off that have historically been under common control of the Parent, which exclude LAC and Berry (each as defined in Note 2). On February 28, 2017, LINN Energy and Berry emerged from bankruptcy as standalone unaffiliated entities. The consolidated financial statements for the Successor period represent the financial position and results of operations of entities that were under the control of Linn Energy Holdco LLC (a subsidiary of the Parent). The Company presents its consolidated and combined financial statements in accordance with U.S. generally accepted accounting principles ("GAAP"). The consolidated and combined financial statements include the accounts of the Company and its subsidiaries. All significant intercompany transactions and balances have been eliminated. The historical consolidated and combined financial statements represent the financial position and results of operations of entities to be held by the Company prior to the separation transaction that have historically been under control of the Parent. The consolidated financial statements were prepared on a carve-out basis and reflect significant assumptions and allocations.

Investments in noncontrolled entities over which the Company exercises significant influence are accounted for under the equity method. See Note 6 for additional information about equity method investments.

Bankruptcy Accounting

Upon emergence from bankruptcy on February 28, 2017, the Company adopted fresh start accounting which resulted in the Company becoming a new entity for financial reporting purposes. As a result of the adoption of fresh start accounting and the effects of the implementation of the Plan, the Company's condensed consolidated financial statements subsequent to February 28, 2017, are not comparable to its condensed consolidated and combined financial statements prior to February 28, 2017. References to "Successor" relate to the financial position and results of operations of the reorganized Company subsequent to February 28, 2017. References to "Predecessor" relate to the financial position of the Company prior to, and results of operations through and including, February 28, 2017. The Company's condensed consolidated and combined financial statements and related footnotes are presented with a black line division, which delineates the lack of comparability between amounts presented after February 28, 2017, and amounts presented on or prior to February 28, 2017. See Note 2 for additional information.

Use of Estimates

The preparation of the accompanying condensed consolidated and combined financial statements in conformity with GAAP requires management of the Company to make estimates and assumptions about future events. These

estimates and the underlying assumptions affect the amount of assets and liabilities reported, disclosures about contingent assets and liabilities, and reported amounts of revenues and expenses. The estimates that are particularly significant to the financial statements include estimates of the Company's reserves of oil, natural gas and natural gas liquids ("NGL"), future cash flows from oil and natural gas properties, depreciation, depletion and amortization, asset retirement obligations, certain revenues and operating expenses, and fair values of commodity derivatives. In addition, as part of fresh start accounting, the Company made estimates and assumptions related to its reorganization value, liabilities subject to compromise, the fair value of assets and liabilities recorded as a result of the adoption of fresh start accounting and income taxes.

As fair value is a market-based measurement, it is determined based on the assumptions that market participants would use. These estimates and assumptions are based on management's best estimates and judgment. Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, including the current economic environment, which management believes to be reasonable under the circumstances. Such estimates and assumptions are adjusted when facts and circumstances dictate. As future events and their effects cannot be determined with precision, actual results could differ from these estimates. Any changes in estimates resulting from continuing changes in the economic environment will be reflected in the financial statements in future periods.

Recently Adopted Accounting Standards

In November 2016, the Financial Accounting Standards Board ("FASB") issued an Accounting Standards Update ("ASU") that is intended to address diversity in the classification and presentation of changes in restricted cash on the statement of cash flows. The Company adopted this ASU on January 1, 2018, on a retrospective basis. The adoption of this ASU resulted in the inclusion of restricted cash in the beginning and ending balances of cash on the statements of cash flows and disclosure reconciling cash and cash equivalents presented on the balance sheets to cash, cash equivalents and restricted cash on the statement of cash flows (see Note 14).

In May 2014, the FASB issued an ASU that is intended to improve and converge the financial reporting requirements for revenue from contracts with customers ("ASC 606"). The Company adopted this ASU on January 1, 2018, using the modified retrospective transition method. Accordingly, the comparative information for the three months ended March 31, 2017, has not been adjusted and continues to be reported under the previous revenue standard. The adoption of this ASU impacted the Company's gross revenues and expenses as reported on its condensed consolidated statements of operations (see below), and resulted in increased disclosures regarding the Company's disaggregation of revenue (see Note 3).

Under ASC 606, the Company recognizes revenues based on a determination of when control of its commodities is transferred and whether it is acting as a principal or agent in certain transactions. All facts and circumstances of an arrangement are considered and judgment is often required in making this determination. For its natural gas contracts, the Company generally records its sales at the wellhead or inlet of the plant as revenues net of transportation, gathering and processing expenses if the processor is the customer and there is no redelivery of commodities to the Company. Conversely, the Company generally records its sales at the tailgate of the plant on a gross basis along with the associated transportation, gathering and processing expenses if the processor is a service provider and there is redelivery of commodities to the Company.

In addition, the Company recognizes revenues for commodities received as noncash consideration in exchange for services provided by its midstream operations and revenues and associated cost of product for the subsequent sale of those same commodities. This recognition results in an increase to revenues and expenses with no material impact on net income.

RIVIERA RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

(Unaudited)

The items discussed above impacted the Company's reported "oil, natural gas and natural gas liquids sales," "marketing revenues," "transportation expenses" and "marketing expenses." The impact of adoption on the Company's current period results is as follows:

	Three Months Ended March 31, 2018		
	Under ASC 606	Under Prior Rule	Increase/ (Decrease)
	(in thousands)		
Revenues:			
Natural gas sales	$ 63,328	$ 64,509	$ (1,181)
Oil sales	45,696	45,696	—
NGL sales	27,852	27,942	(90)
Total oil, natural gas and NGL sales	136,876	138,147	(1,271)
Marketing revenues	46,267	28,115	18,152
Other revenues	5,894	5,673	221
	189,037	171,935	17,102
Expenses:			
Transportation expenses	19,094	20,365	(1,271)
Marketing expenses	41,755	23,603	18,152
Net income	$ 70,939	$ 70,718	$ 221

New Accounting Standards Issued But Not Yet Adopted

In February 2016, the FASB issued an ASU that is intended to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet. This ASU will be applied retrospectively as of the date of adoption and is effective for fiscal years beginning after December 15, 2018, and interim periods within those years (early adoption permitted). The Company is currently evaluating the impact of the adoption of this ASU on its financial statements and related disclosures. The Company expects the adoption of this ASU to impact its balance sheets resulting from an increase in both assets and liabilities related to the Company's leasing activities.

Note 2 – Emergence From Voluntary Reorganization Under Chapter 11 and Fresh Start Accounting

On the Petition Date, the Debtors filed Bankruptcy Petitions for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court. The Debtors' Chapter 11 cases were administered jointly under the caption In re Linn Energy, LLC, et al., Case No. 16-60040.

On December 3, 2016, the LINN Debtors filed the Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and Its Debtor Affiliates Other Than Linn Acquisition Company, LLC ("LAC") and Berry Petroleum Company, LLC (the "Plan"). The LINN Debtors subsequently filed amended versions of the Plan with the Bankruptcy Court.

On January 27, 2017, the Bankruptcy Court entered an order approving and confirming the Plans (the "Confirmation Order"). On February 28, 2017 (the "Effective Date"), the Debtors satisfied the conditions to effectiveness of the respective Plan, the Plan became effective in accordance with its terms and LINN Energy emerged from bankruptcy.

RIVIERA RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

(Unaudited)

Reorganization Items, Net

The Company incurred significant costs and recognized significant gains associated with the reorganization. Reorganization items represent costs and income directly associated with the Chapter 11 proceedings since the Petition Date, and also include adjustments to reflect the carrying value of certain liabilities subject to compromise at their estimated allowed claim amounts, as such adjustments were determined. The following table summarizes the components of reorganization items included on the condensed consolidated and combined statements of operations:

	Successor		Predecessor
(in thousands)	Three Months Ended March 31, 2018	One Month Ended March 31, 2017	Two Months Ended February 28, 2017
Gain on settlement of liabilities subject to compromise	$ —	$ —	$ 3,914,964
Recognition of an additional claim for the Predecessor's second lien notes settlement	—	—	(1,000,000)
Fresh start valuation adjustments	—	—	(591,525)
Income tax benefit related to implementation of the Plan	—	—	264,889
Legal and other professional fees	(1,952)	(2,570)	(46,961)
Terminated contracts	—	—	(6,915)
Other	1	5	(13,315)
Reorganization items, net	$ (1,951)	$ (2,565)	$ 2,521,137

Fresh Start Accounting

Upon LINN Energy's emergence from Chapter 11 bankruptcy, it adopted fresh start accounting in accordance with the provisions of Accounting Standards Codification 852 "Reorganizations" ("ASC 852"), which resulted in the Parent becoming a new entity for financial reporting purposes. In accordance with ASC 852, the Parent was required to adopt fresh start accounting upon its emergence from Chapter 11 because (i) the holders of existing voting ownership interests of the predecessor of the Parent received less than 50% of the voting shares of the successor of the Parent and (ii) the reorganization value of the Company's assets immediately prior to confirmation of the Plan was less than the total of all post-petition liabilities and allowed claims.

Upon adoption of fresh start accounting, the reorganization value derived from the enterprise value as disclosed in the Plan was allocated to the Company's assets and liabilities based on their fair values (except for deferred income taxes) in accordance with ASC 805 "Business Combinations." The amount of deferred income taxes recorded was determined in accordance with ASC 740 "Income Taxes." The Effective Date fair values of the Company's assets and liabilities differed materially from their recorded values as reflected on the historical balance sheet. The effects of the Plan and the application of fresh start accounting were reflected on the condensed consolidated and combined balance sheet as of February 28, 2017, and the related adjustments thereto were recorded on the condensed consolidated and combined statement of operations for the two months ended February 28, 2017.

RIVIERA RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

(Unaudited)

Note 3 – Revenues

Revenue from Contracts with Customers

The Company recognizes sales of oil, natural gas and NGL when it satisfies a performance obligation by transferring control of the product to a customer, in an amount that reflects the consideration to which the Company expects to be entitled in exchange for the product.

Natural Gas and NGL Sales

The Company's natural gas production is primarily sold under market-sensitive contracts that are typically priced at a differential to the published natural gas index price for the producing area due to the natural gas quality and the proximity to major consuming markets.

For its natural gas contracts, the Company generally records its wet gas sales at the wellhead or inlet of the plant as revenues net of transportation, gathering and processing expenses, and its residual natural gas and NGL sales at the tailgate of the plant on a gross basis along with the associated transportation, gathering and processing expenses. All facts and circumstances of an arrangement are considered and judgment is often required in making this determination.

Oil Sales

The Company's oil production is primarily sold under market-sensitive contracts that are typically priced at a differential to the New York Mercantile Exchange ("NYMEX") price or at purchaser posted prices for the producing area. For its oil contracts, the Company generally records its sales based on the net amount received.

Production Imbalances

The Company uses the sales method to account for natural gas production imbalances. If the Company's sales volumes for a well exceed the Company's proportionate share of production from the well, a liability is recognized to the extent that the Company's share of estimated remaining recoverable reserves from the well is insufficient to satisfy this imbalance. No receivables are recorded for those wells on which the Company has taken less than its proportionate share of production.

Marketing Revenues

The Company engages in the purchase, gathering and transportation of third-party natural gas and subsequently markets such natural gas to independent purchasers under separate arrangements. As such, the Company separately reports third-party marketing revenues and marketing expenses.

RIVIERA RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

(Unaudited)

Disaggregation of Revenue

The following tables present the Company's disaggregated revenues by source and geographic area:

	Successor						
	Three Months Ended March 31, 2018						
	Natural Gas	Oil	NGL	Oil, Natural Gas and NGL Sales	Marketing Revenues	Other Revenues	Total
	(in thousands)						
Hugoton Basin	$ 22,363	$ 2,732	$ 19,514	$ 44,609	$ 24,080	$ 5,831	$ 74,520
Mid-Continent	7,933	11,867	3,054	22,854	21,892	14	44,760
Permian Basin	2,026	20,108	3,045	25,179	—	16	25,195
East Texas	14,776	1,340	1,306	17,422	36	5	17,463
Uinta	3,380	7,370	1,358	12,108	—	(2)	12,106
North Louisiana	6,378	1,569	(436)	7,511	259	1	7,771
Michigan/Illinois	6,472	710	11	7,193	—	29	7,222
Total	$ 63,328	$ 45,696	$ 27,852	$ 136,876	$ 46,267	$ 5,894	$ 189,037

Contract Balances

Under the Company's product sales contracts, its customers are invoiced once the Company's performance obligations have been satisfied, at which point payment is unconditional. Accordingly, the Company's product sales contracts do not give rise to material contract assets or contract liabilities.

The Company had trade accounts receivable related to revenue from contracts with customers of approximately $81 million and $117 million as of March 31, 2018, and December 31, 2017, respectively.

Performance Obligations

The majority of the Company's sales are short-term in nature with a contract term of one year or less. For those contracts, the Company utilized the practical expedient in ASC 606-10-50-14 exempting the Company from disclosure of the transaction price allocated to remaining performance obligations if the performance obligation is part of a contract that has an original expected duration of one year or less.

For the Company's product sales that have a contract term greater than one year, the Company utilized the practical expedient in ASC 606-10-50-14(A) which states the Company is not required to disclose the transaction price allocated to remaining performance obligations if the variable consideration is allocated entirely to a wholly unsatisfied performance obligation. Under these sales contracts, each unit of product generally represents a separate performance obligation; therefore future volumes are wholly unsatisfied and disclosure of the transaction price allocated to remaining performance obligations is not required.

Note 4 – Divestitures and Discontinued Operations

Divestitures

On March 29, 2018, the Company completed the sale of its interest in conventional properties located in west Texas (the "West Texas Assets Sale"). Cash proceeds received from the sale of these properties were approximately $108 million (including approximately $12 million of restricted cash released in April 2018), net of costs to sell of approximately $1 million, and the Company recognized a net gain of approximately $53 million.

RIVIERA RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

(Unaudited)

On February 28, 2018, the Company completed the sale of its Oklahoma waterflood and Texas Panhandle properties (the "Oklahoma and Texas Assets Sale"). Cash proceeds received from the sale of these properties were approximately $112 million (including a deposit of approximately $12 million received in 2017), net of costs to sell of approximately $1 million, and the Company recognized a net gain of approximately $48 million.

The divestitures discussed above are not presented as discontinued operations because they do not represent a strategic shift that will have a major effect on the Company's operations and financial results. The gains on these divestitures are included in "gains (losses) on sale of assets and other, net" on the condensed consolidated statement of operations.

Divestitures – Subsequent Events

On April 10, 2018, the Company completed the sale of its conventional properties located in New Mexico (the "New Mexico Assets Sale") related to a definitive purchase and sale agreement entered into in March 2018 and received cash proceeds of approximately $15 million.

On April 4, 2018, the Company completed the sale of its interest in properties located in the Altamont Bluebell Field in Utah (the "Altamont Bluebell Assets Sale") related to definitive purchase and sale agreement entered into in January 2018 and received cash proceeds of approximately $129 million.

The assets and liabilities associated with the Altamont Bluebell Assets Sale and the New Mexico Assets Sale are classified as "held for sale" on the condensed consolidated balance sheet at March 31, 2018. At March 31, 2018, the Company's condensed consolidated balance sheet included current assets of approximately $92 million included in "assets held for sale" and current liabilities of approximately $43 million included in "liabilities held for sale" related to these transactions. In addition, the assets and liabilities associated with the Oklahoma and Texas Assets Sale were classified as "held for sale" on the condensed consolidated balance sheet at December 31, 2017. At December 31, 2017, the Company's condensed consolidated balance sheet included current assets of approximately $107 million included in "assets held for sale" and current liabilities of approximately $43 million included in "liabilities held for sale" related to this transaction.

The following table presents carrying amounts of the assets and liabilities of the Company's properties classified as held for sale on the condensed consolidated balance sheets:

	March 31, 2018	December 31, 2017
	(in thousands)	
Assets:		
Oil and natural gas properties	$ 89,875	$ 92,245
Other property and equipment	1,433	12,983
Other	1,184	1,735
Total assets held for sale	$ 92,492	$ 106,963
Liabilities:		
Asset retirement obligations	$ 40,037	$ 42,001
Other	2,854	1,301
Total liabilities held for sale	$ 42,891	$ 43,302

Other assets primarily include inventories and other liabilities primarily include accounts payable.

RIVIERA RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

(Unaudited)

Discontinued Operations

During 2017, the Company completed the sale of its interest in properties located in the San Joaquin Basin and the Los Angeles Basin in California. As a result of the Company's strategic exit from California, the Company classified the results of operations and cash flows of its California properties as discontinued operations on its condensed consolidated and combined financial statements.

The following tables present summarized financial results of the Company's California properties classified as discontinued operations on the condensed consolidated and combined statements of operations:

	Successor One Month Ended March 31, 2017	Predecessor Two Months Ended February 28, 2017
(in thousands)		
Revenues and other	$ 7,125	$ 14,891
Expenses	4,145	13,758
Other income and (expenses)	(717)	(1,681)
Income (loss) from discontinued operations before income taxes	2,263	(548)
Income tax expense	1,806	—
Income (loss) from discontinued operations, net of income taxes	$ 457	$ (548)

Note 5 – Oil and Natural Gas Properties

Oil and Natural Gas Capitalized Costs

Aggregate capitalized costs related to oil, natural gas and NGL production activities with applicable accumulated depletion and amortization are presented below:

	March 31, 2018	December 31, 2017
	(in thousands)	
Proved properties	$732,678	$ 904,390
Unproved properties	45,413	45,693
	778,091	950,083
Less accumulated depletion and amortization	(48,142)	(49,619)
	$729,949	$ 900,464

Note 6 – Equity Method Investments

On August 31, 2017, the Company, through certain of its subsidiaries, completed the transaction in which LINN Energy and Citizen Energy II, LLC ("Citizen") each contributed certain upstream assets located in Oklahoma to a newly formed company, Roan Resources LLC (the contribution, the "Roan Contribution"), focused on the accelerated development of the Merge/SCOOP/STACK play. In exchange for their respective contributions, LINN Energy and Citizen each received a 50% equity interest in Roan.

The Company uses the equity method of accounting for its investment in Roan. The Company's equity earnings (losses) consists of its share of Roan's earnings or losses and the amortization of the difference between the

RIVIERA RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

(Unaudited)

Company's investment in Roan and Roan's underlying net assets attributable to certain assets. At both March 31, 2018, and December 31, 2017, the Company owned 50% of Roan's outstanding units.

At March 31, 2018, the carrying amount of the Company's investment in Roan of approximately $483 million was less than the Company's ownership interest in Roan's underlying net assets by approximately $342 million. The difference is attributable to proved and unproved oil and natural gas properties and is amortized over the lives of the related assets. Such amortization is included in the equity earnings (losses) from the Company's investment in Roan.

As discussed above, historically, a subsidiary of the Company owned the equity interest in Roan. However, following a series of internal restructuring transactions in connection with the separation, the equity interest in Roan will be owned by Linn Energy, Inc. and will no longer be affiliated with Riviera. As such, equity earnings (losses) in Roan will not be included in Riviera's consolidated financial statements in periods subsequent to the transactions.

Impairment testing on the Company's investment in Roan is performed when events or circumstances warrant such testing and considers whether there is an inability to recover the carrying value of the investment that is other than temporary. No impairments occurred with respect to the Company's investment in Roan for the three months ended March 31, 2018.

Following is summarized statement of operations information for Roan.

Summarized Roan Resources LLC Statement of Operations Information

	Three Months Ended March 31, 2018
	(in thousands)
Revenues and other	$ 101,084
Expenses	57,909
Other income and (expenses)	(1,799)
Net income	$ 41,376

Note 7 – Debt

Credit Facility

On August 4, 2017, LINN Energy entered into a credit agreement with its subsidiary Linn Energy Holdco II LLC ("Holdco II"), as borrower, Royal Bank of Canada, as administrative agent, and the lenders and agents party thereto, providing for a new senior secured reserve-based revolving loan facility (the "Credit Facility") with $500 million in borrowing commitments and an initial borrowing base of $500 million. The maximum commitment amount was $390 million at March 31, 2018.

On April 30, 2018, LINN Energy entered into an amendment to the Credit Facility which, among other things, modified the borrowing base and maximum borrowing commitment amount to $425 million.

As of March 31, 2018, there were no borrowings outstanding under the Credit Facility and there was approximately $343 million of available borrowing capacity (which includes a $47 million reduction for outstanding letters of credit). The maturity date is August 4, 2020.

RIVIERA RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

(Unaudited)

Redetermination of the borrowing base under the Credit Facility, based primarily on reserve reports using lender commodity price expectations at such time, occurs semi-annually, in April and October. At the Company's election, interest on borrowings under the Credit Facility is determined by reference to either the London Interbank Offered Rate ("LIBOR") plus an applicable margin ranging from 2.50% to 3.50% per annum or the alternate base rate ("ABR") plus an applicable margin ranging from 1.50% to 2.50% per annum, depending on utilization of the borrowing base. Interest is generally payable in arrears quarterly for loans bearing interest based at the ABR and at the end of the applicable interest period for loans bearing interest at the LIBOR, or if such interest period is longer than three months, at the end of the three month intervals during such interest period. The Company is required to pay a commitment fee to the lenders under the Credit Facility, which accrues at a rate per annum of 0.50% on the average daily unused amount of the available revolving loan commitments of the lenders.

The obligations under the Credit Facility are secured by mortgages covering approximately 85% of the total value of the proved reserves of the oil and natural gas properties of the Company and certain of its subsidiaries, along with liens on substantially all personal property of the Company and certain of its subsidiaries, and are guaranteed by the Company, Holdco and certain of Holdco II's subsidiaries, subject to customary exceptions. Under the Credit Facility, the Company is required to maintain (i) a maximum total net debt to last twelve months EBITDA ratio of 4.0 to 1.0, and (ii) a minimum adjusted current ratio of 1.0 to 1.0.

The Credit Facility also contains affirmative and negative covenants, including as to compliance with laws (including environmental laws, ERISA and anti-corruption laws), maintenance of required insurance, delivery of quarterly and annual financial statements, oil and gas engineering reports and budgets, maintenance and operation of property (including oil and gas properties), restrictions on the incurrence of liens and indebtedness, mergers, consolidations and sales of assets, paying dividends or other distributions in respect of, or repurchasing or redeeming, the Company's capital stock, making certain investments and transactions with affiliates.

The Credit Facility contains events of default and remedies customary for credit facilities of this nature. Failure to comply with the financial and other covenants in the Credit Facility would allow the lenders, subject to customary cure rights, to require immediate payment of all amounts outstanding under the Credit Facility.

Note 8 – Derivatives

Commodity Derivatives

Historically, the Company has hedged a portion of its forecasted production to reduce exposure to fluctuations in oil and natural gas prices and provide long-term cash flow predictability to manage its business. The current direct NGL hedging market is constrained in terms of price, volume, duration and number of counterparties, which limits the Company's ability to effectively hedge its NGL production. The Company has also hedged its exposure to differentials in certain operating areas but does not currently hedge exposure to oil or natural gas differentials.

The Company has historically entered into commodity hedging transactions primarily in the form of swap contracts that are designed to provide a fixed price, collars and, from time to time, put options that are designed to provide a fixed price floor with the opportunity for upside. The Company enters into these transactions with respect to a portion of its projected production or consumption to provide an economic hedge of the risk related to the future commodity prices received or paid. The Company does not enter into derivative contracts for trading purposes. The Company did not designate any of its contracts as cash flow hedges; therefore, the changes in fair value of these instruments are recorded in current earnings. See Note 9 for fair value disclosures about oil and natural gas commodity derivatives.

RIVIERA RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

(Unaudited)

The following table presents derivative positions for the periods indicated as of March 31, 2018:

	2018	2019
Natural gas positions:		
Fixed price swaps (NYMEX Henry Hub):		
Hedged volume (MMMBtu)	52,525	18,615
Average price ($/MMBtu)	$ 3.02	$ 2.91
Oil positions:		
Fixed price swaps (NYMEX WTI):		
Hedged volume (MBbls)	413	—
Average price ($/Bbl)	$ 54.07	$ —
Collars (NYMEX WTI):		
Hedged volume (MBbls)	1,375	1,825
Average floor price ($/Bbl)	$ 50.00	$ 50.00
Average ceiling price ($/Bbl)	$ 55.50	$ 55.50
Natural gas basis differential positions:(1)		
NGPL TXOK basis swaps:		
Hedged volume (MMMBtu)	2,750	—
Hedge differential	$ (0.19)	—

(1) Settle on the indicated pricing index to hedge basis differential to the NYMEX Henry Hub natural gas price.

During the three months ended March 31, 2018, the Company entered into commodity derivative contracts consisting of natural gas basis swaps for March 2018 through December 2018 and natural gas fixed price swaps for January 2019 through December 2019. During the one month ended March 31, 2017, the Company entered into commodity derivative contracts consisting of natural gas fixed price swaps for January 2018 through December 2019. The Company did not enter into any commodity derivative contracts during the two months ended February 28, 2017.

In April 2018, in connection with the closing of the Altamont Bluebell Assets Sale, the Company canceled its oil collars for 2018 and 2019. The Company paid net cash settlements of approximately $20 million for the cancellations.

The natural gas derivatives are settled based on the closing price of NYMEX Henry Hub natural gas on the last trading day for the delivery month, which occurs on the third business day preceding the delivery month, or the relevant index prices of natural gas published in Inside FERC's Gas Market Report on the first business day of the delivery month. The oil derivatives are settled based on the average closing price of NYMEX WTI crude oil for each day of the delivery month.

Balance Sheet Presentation

The Company's commodity derivatives are presented on a net basis in "derivative instruments" on the condensed consolidated balance sheets. The following table summarizes the fair value of derivatives outstanding on a gross basis:

	March 31, 2018	December 31, 2017
	(in thousands)	
Assets:		
Commodity derivatives	$ 18,672	$ 22,589
Liabilities:		
Commodity derivatives	$ 32,062	$ 25,443

RIVIERA RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

(Unaudited)

By using derivative instruments to economically hedge exposures to changes in commodity prices, the Company exposes itself to credit risk and market risk. Credit risk is the failure of the counterparty to perform under the terms of the derivative contract. When the fair value of a derivative contract is positive, the counterparty owes the Company, which creates credit risk. The Company's counterparties are participants in the Credit Facility. The Credit Facility is secured by certain of the Company's and its subsidiaries' oil, natural gas and NGL reserves and personal property; therefore, the Company is not required to post any collateral. The Company does not receive collateral from its counterparties.

The maximum amount of loss due to credit risk that the Company would incur if its counterparties failed completely to perform according to the terms of the contracts, based on the gross fair value of financial instruments, was approximately $19 million at March 31, 2018. The Company minimizes the credit risk in derivative instruments by: (i) limiting its exposure to any single counterparty; (ii) entering into derivative instruments only with counterparties that meet the Company's minimum credit quality standard, or have a guarantee from an affiliate that meets the Company's minimum credit quality standard; and (iii) monitoring the creditworthiness of the Company's counterparties on an ongoing basis. In accordance with the Company's standard practice, its commodity derivatives are subject to counterparty netting under agreements governing such derivatives and therefore the risk of loss due to counterparty nonperformance is somewhat mitigated.

Gains and Losses on Derivatives

Gains and losses on derivatives were net losses of approximately $15 million and $12 million for the three months ended March 31, 2018, and the one month ended March 31, 2017, respectively, and net gains of approximately $93 million for the two months ended February 28, 2017. Gains and losses on derivatives are reported on the condensed consolidated and combined statements of operations in "gains (losses) on oil and natural gas derivatives."

The Company paid net cash settlements of approximately $4 million for the three months March 31, 2018, received net cash payments of approximately $6 million for the one month ended March 31, 2017, and paid net cash settlements of approximately $12 million for the two months ended February 28, 2017.

Note 9 – Fair Value Measurements on a Recurring Basis

The Company accounts for its commodity derivatives at fair value (see Note 8) on a recurring basis. The Company determines the fair value of its oil and natural gas derivatives utilizing pricing models that use a variety of techniques, including market quotes and pricing analysis. Inputs to the pricing models include publicly available prices and forward price curves generated from a compilation of data gathered from third parties. Company management validates the data provided by third parties by understanding the pricing models used, obtaining market values from other pricing sources, analyzing pricing data in certain situations and confirming that those instruments trade in active markets. Assumed credit risk adjustments, based on published credit ratings and public bond yield spreads, are applied to the Company's commodity derivatives.

Fair Value Hierarchy

In accordance with applicable accounting standards, the Company has categorized its financial instruments into a three-level fair value hierarchy based on the priority of inputs to the valuation technique. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3).

RIVIERA RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

(Unaudited)

The following presents the fair value hierarchy for assets and liabilities measured at fair value on a recurring basis:

	March 31, 2018		
	Level 2	Netting(1)	Total
	(in thousands)		
Assets:			
Commodity derivatives	$18,672	$(10,449)	$ 8,223
Liabilities:			
Commodity derivatives	$32,062	$(10,449)	$21,613

	December 31, 2017		
	Level 2	Netting(1)	Total
	(in thousands)		
Assets:			
Commodity derivatives	$22,589	$(12,491)	$10,098
Liabilities:			
Commodity derivatives	$25,443	$(12,491)	$12,952

(1) Represents counterparty netting under agreements governing such derivatives.

Note 10 – Asset Retirement Obligations

The Company has the obligation to plug and abandon oil and natural gas wells and related equipment at the end of production operations. Estimated asset retirement costs are recognized as liabilities with an increase to the carrying amounts of the related long-lived assets when the obligation is incurred. The liabilities are included in “other accrued liabilities” and “asset retirement obligations and other noncurrent liabilities” on the condensed consolidated balance sheets. Accretion expense is included in “depreciation, depletion and amortization” on the condensed consolidated and combined statements of operations. The fair value of additions to the asset retirement obligations is estimated using valuation techniques that convert future cash flows to a single discounted amount. Significant inputs to the valuation include estimates of: (i) plug and abandon costs per well based on existing regulatory requirements; (ii) remaining life per well; (iii) future inflation factors; and (iv) a credit-adjusted risk-free interest rate. These inputs require significant judgments and estimates by the Company’s management at the time of the valuation and are the most sensitive and subject to change.

The following table presents a reconciliation of the Company’s asset retirement obligations (in thousands):

Asset retirement obligations at December 31, 2017	$164,553
Liabilities added from drilling	38
Liabilities associated with assets divested	(19,211)
Liabilities associated with assets held for sale	(40,042)
Current year accretion expense	2,474
Settlements	(1,473)
Asset retirement obligations at March 31, 2018	$106,339

Note 11 – Commitments and Contingencies

On May 11, 2016, the Debtors filed Bankruptcy Petitions for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court. The Debtors’ Chapter 11 cases were administered jointly under the caption In re Linn Energy,

RIVIERA RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

(Unaudited)

LLC, et al., Case No. 16-60040. On January 27, 2017, the Bankruptcy Court entered the Confirmation Order. Consummation of the Plan was subject to certain conditions set forth in the Plan. On the Effective Date, all of the conditions were satisfied or waived and the Plan became effective and was implemented in accordance with its terms. The LINN Debtors Chapter 11 cases will remain pending until the final resolution of all outstanding claims.

The commencement of the Chapter 11 proceedings automatically stayed certain actions against the Company, including actions to collect prepetition liabilities or to exercise control over the property of the Company's bankruptcy estates. However, the Company is, and will continue to be until the final resolution of all claims, subject to certain contested matters and adversary proceedings stemming from the Chapter 11 proceedings.

In March 2017, Wells Fargo Bank, National Association ("Wells Fargo"), the administrative agent under the Predecessor's credit facility, filed a motion in the Bankruptcy Court seeking payment of post-petition default interest of approximately $31 million. The Company has vigorously disputed that Wells Fargo is entitled to any default interest based on the plain language of the Plan and Confirmation Order. On November 13, 2017, the Bankruptcy Court ruled that the secured lenders are not entitled to payment of post-petition default interest. That ruling was appealed by Wells Fargo and on March 29, 2018, the U.S. District Court for the Southern District of Texas affirmed the Bankruptcy Court's ruling.

The Company is not currently a party to any litigation or pending claims that it believes would have a material adverse effect on its overall business, financial position, results of operations or liquidity; however, cash flow could be significantly impacted in the reporting periods in which such matters are resolved.

Except for in connection with its Chapter 11 proceedings, the Company made no significant payments to settle any legal, environmental or tax proceedings during the three months ended March 31, 2018, or March 31, 2017. The Company regularly analyzes current information and accrues for probable liabilities on the disposition of certain matters as necessary. Liabilities for loss contingencies arising from claims, assessments, litigation or other sources are recorded when it is probable that a liability has been incurred and the amount can be reasonably estimated.

Note 12 – Share-Based Compensation

The consolidated and combined financial statements include 100% of the Parent's employee-related expenses, as its personnel were employed by Linn Operating, a subsidiary of LINN Energy that will be included with Riviera as part of the separation. Compensation cost related to the grant of share-based awards has been recorded at the subsidiary level with a corresponding credit to equity, representing the Parent's capital contribution.

A summary of share-based compensation expenses included on the condensed consolidated and combined statements of operations is presented below:

	Successor		Predecessor
(in thousands)	Three Months Ended March 31, 2018	One Month Ended March 31, 2017	Two Months Ended February 28, 2017
General and administrative expenses	$ 17,037	$ 4,177	$ 50,255
Income tax benefit	$ 2,417	$ 427	$ 5,170

RIVIERA RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

(Unaudited)

During the three months ended March 31, 2018, LINN Energy granted to certain employees 12,500 restricted stock units with an aggregate grant date fair value of approximately $519,000. The restricted stock units vest over three years.

Upon a participant's termination of employment and/or service (as applicable), LINN Energy has the right (but not the obligation) to repurchase all or any portion of the shares of Class A common stock acquired pursuant to an award at a price equal to the fair market value (as determined under the Omnibus Incentive Plan) of the shares of LINN Energy's Class A common stock to be repurchased, measured as of the date of LINN Energy's repurchase notice. In addition, in January 2018, the Compensation Committee approved a one-time liquidity program under which the Company agreed to 1) settle all or a portion of an eligible participant's restricted stock units vesting on or before March 1, 2018 in cash and/or 2) repurchase all or a portion of any shares of LINN Energy's Class A common stock held by an eligible participant as a result of a prior vesting of restricted stock units, in each case at an agreed upon price (the "Liquidity Program"). For the three months ended March 31, 2018, the Parent settled 909,990 restricted stock units in cash and repurchased 120,829 shares of LINN Energy's Class A common stock for approximately $40 million pursuant to the Liquidity Program.

Note 13 – Income Taxes

Amounts recognized as income taxes are included in "income tax expense (benefit)," as well as discontinued operations, on the consolidated statements of operations. The effective income tax rates were approximately 36%, 42% and zero for the three months ended March 31, 2018, the one month ended March 31, 2017, and the two months ended February 28, 2017, respectively. For the three months ended March 31, 2018, the Company's federal and state statutory rate net of the federal tax benefit was approximately 24% compared to an effective tax rate of approximately 36%. The increase in the effective tax rate is primarily due to non-deductible executive compensation.

The Successor was formed as a C corporation. For federal and state income tax purposes (with the exception of the state of Texas), the Predecessor was a limited liability company treated as a partnership, in which income tax liabilities and/or benefits were passed through to the Predecessor's unitholders. Limited liability companies are subject to Texas margin tax. In addition, certain of the Predecessor's subsidiaries were C corporations subject to federal and state income taxes. As such, with the exception of the state of Texas and certain subsidiaries, the Predecessor did not directly pay federal and state income taxes and recognition was not given to federal and state income taxes for the operations of the Predecessor. The deferred tax effects of LINN Energy's change to a C corporation are included in income from continuing operations for the two months ended February 28, 2017.

Note 14 – Supplemental Disclosures to the Condensed Consolidated Balance Sheets and Condensed Consolidated and Combined Statements of Cash Flows

"Other current assets" reported on the condensed consolidated balance sheets include the following:

	March 31, 2018	December 31, 2017
	(in thousands)	
Prepaids	$ 38,041	$ 43,150
Receivable from related party	17,355	23,163
Inventories	6,078	7,667
Other	2,679	2,703
Other current assets	$ 64,153	$ 76,683

RIVIERA RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

(Unaudited)

"Other accrued liabilities" reported on the condensed consolidated balance sheets include the following:

	March 31, 2018	December 31, 2017
	(in thousands)	
Accrued compensation	$ 13,346	$ 29,089
Asset retirement obligations (current portion)	1,609	3,926
Deposits	20,868	15,349
Income taxes payable	219	7,009
Other	2,904	2,757
Other accrued liabilities	$ 38,946	$ 58,130

The following table provides a reconciliation of cash and cash equivalents on the condensed consolidated balance sheets to cash, cash equivalents and restricted cash on the condensed consolidated statements of cash flows:

	March 31, 2018	December 31, 2017
	(in thousands)	
Cash and cash equivalents	$227,196	$ 464,477
Restricted cash	77,263	56,445
Cash, cash equivalents and restricted cash	$304,459	$ 520,922

Supplemental disclosures to the condensed consolidated and combined statements of cash flows are presented below:

	Successor		Predecessor
	Three Months Ended March 31, 2018	One Month Ended March 31, 2017	Two Months Ended February 28, 2017
(in thousands)			
Cash payments for interest, net of amounts capitalized	$ —	$ 1,458	$ 17,651
Cash payments for income taxes	$ —	$ —	$ —
Cash payments for reorganization items, net	$ 1,184	$ 1,286	$ 21,571
Noncash investing activities:			
Accrued capital expenditures	$ 34,377	$ 18,670	$ 22,191

For purposes of the condensed consolidated and combined statements of cash flows, the Company considers all highly liquid short-term investments with original maturities of three months or less to be cash equivalents. At March 31, 2018, "restricted cash" on the condensed consolidated balance sheet consisted of approximately $35 million that will be used to settle certain claims in accordance with the Plan (which is the remainder of approximately $80 million transferred to restricted cash in February 2017 to fund such items), approximately $31 million related to deposits and approximately $11 million for other items. At December 31, 2017, "restricted cash" on the condensed consolidated balance sheet consisted of approximately $36 million that will be used to

RIVIERA RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

(Unaudited)

settle certain claims in accordance with the Plan, approximately $15 million related to deposits and approximately $5 million for other items.

Note 15 – Related Party Transactions

Roan Resources LLC

On August 31, 2017, the Company completed the Roan Contribution. In exchange for their respective contributions, LINN Energy and Citizen each received a 50% equity interest in Roan. See Note 6 for additional information. Also on such date, Roan entered into a Master Services Agreement (the "MSA") with Linn Operating, LLC ("Linn Operating"), a subsidiary of LINN Energy, pursuant to which Linn Operating agreed to provide certain operating, administrative and other services in respect of the assets contributed to Roan during a transitional period.

Under the MSA, Roan agreed to reimburse Linn Operating for certain costs and expenses incurred by Linn Operating in connection with providing the services, and to pay to Linn Operating a service fee of $1.25 million per month, prorated for partial months. The MSA terminated according to its terms on April 30, 2018.

In addition, the Company's subsidiary, Blue Mountain Midstream LLC, has an agreement in place with Roan for the processing of natural gas from certain of Roan's properties.

For the three months ended March 31, 2018, the Company recognized service fees of approximately $4 million as a reduction to general and administrative expenses. At March 31, 2018, the Company had approximately $17 million due from Roan, primarily associated with capital spending, included in "other current assets" and approximately $11 million due to Roan, primarily associated with joint interest billings and natural gas purchases, included in "accounts payable and accrued expenses" on the condensed consolidated balance sheet. At December 31, 2017, the Company had approximately $23 million due from Roan, primarily associated with capital spending, included in "other current assets" and approximately $18 million due to Roan, primarily associated with joint interest billings and natural gas purchases, included in "accounts payable and accrued expenses" on the condensed consolidated balance sheet.

Report of Independent Registered Public Accounting Firm

To the Board of Managers
Riviera Resources, LLC:

Opinion on the Consolidated and Combined Financial Statements

We have audited the accompanying consolidated and combined balance sheets of Riviera Resources, LLC and subsidiaries (the Company) as of December 31, 2017 (Successor) and 2016 (Predecessor), the related consolidated and combined statements of operations, statements of parent company equity, and statements of cash flows for the ten months ended December 31, 2017 (Successor), the two months ended February 28, 2017 and for the years ended December 31, 2016 and 2015 (Predecessor), and the related notes (collectively, the "financial statements"), for the purpose of expressing an opinion as to whether these the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2017 (Successor) and 2016 (Predecessor), and the results of its operations and its cash flows for the ten months ended December 31, 2017 (Successor), the two months ended February 28, 2017 and for the years ended December 31, 2016 and 2015 (Predecessor), in conformity with U.S. generally accepted accounting principles.

Basis of Presentation

As discussed in Note 1 to the financial statements, the balance sheet and statements of operations, cash flows, and changes in equity for the periods from inception of common control (January 1, 2015) through emergence from bankruptcy (February 28, 2017), have been prepared on a combined basis of accounting.

As discussed in Note 2 to the financial statements, the Company emerged from bankruptcy on February 28, 2017. Accordingly, the accompanying consolidated financial statements have been prepared in conformity with Accounting Standards Codification 852-10, *Reorganizations*, for the Successor as a new entity with assets, liabilities and a capital structure having carrying amounts not comparable with prior periods.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated and combined financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ KPMG LLP

We have served as the Company's auditor since 2017.

Houston, Texas
June 27, 2018

RIVIERA RESOURCES, LLC

CONSOLIDATED AND COMBINED BALANCE SHEETS

(in thousands)	Successor December 31, 2017	Predecessor December 31, 2016
ASSETS		
Current assets:		
Cash and cash equivalents	$ 464,477	$ 478,417
Accounts receivable – trade, net	140,485	198,064
Derivative instruments	9,629	—
Restricted cash	56,445	1,602
Other current assets	76,683	105,310
Assets held for sale	106,963	—
Current assets of discontinued operations	—	701
Total current assets	854,682	784,094
Noncurrent assets:		
Oil and natural gas properties (successful efforts method)	950,083	12,349,117
Less accumulated depletion and amortization	(49,619)	(9,843,908)
	900,464	2,505,209
Other property and equipment	480,729	618,262
Less accumulated depreciation	(28,658)	(217,724)
	452,071	400,538
Derivative instruments	469	—
Deferred income taxes	188,538	—
Equity method investments	464,926	6,200
Other noncurrent assets	6,975	7,784
Noncurrent assets of discontinued operations	—	740,326
	660,908	754,310
Total noncurrent assets	2,013,443	3,660,057
Total assets	$ 2,868,125	$ 4,444,151
LIABILITIES AND EQUITY (DEFICIT)		
Current liabilities:		
Accounts payable and accrued expenses	$ 253,975	$ 293,809
Derivative instruments	10,103	82,508
Current portion of long-term debt	—	1,937,729
Other accrued liabilities	58,130	25,832
Liabilities held for sale	43,302	—
Current liabilities of discontinued operations	—	321
Total current liabilities	365,510	2,340,199
Derivative instruments	2,849	11,349
Other noncurrent liabilities	160,720	360,405
Noncurrent liabilities of discontinued operations	—	39,202
Liabilities subject to compromise	—	4,280,005
Commitments and contingencies (Note 11)		

RIVIERA RESOURCES, LLC

CONSOLIDATED AND COMBINED BALANCE SHEETS—Continued

(in thousands)	Successor December 31, 2017	Predecessor December 31, 2016
Equity (deficit):		
Net parent company investment	2,339,046	(2,587,009)
Total equity	2,339,046	(2,587,009)
Total liabilities and equity	$ 2,868,125	$ 4,444,151

The accompanying notes are an integral part of these consolidated and combined financial statements.

RIVIERA RESOURCES, LLC

CONSOLIDATED AND COMBINED STATEMENTS OF OPERATIONS

(in thousands)	Successor	Predecessor		
	Ten Months Ended December 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Revenues and other:				
Oil, natural gas and natural gas liquids sales	$ 709,363	$ 188,885	$ 874,161	$ 1,065,795
Gains (losses) on oil and natural gas derivatives	13,533	92,691	(164,330)	1,027,014
Marketing revenues	82,943	6,636	36,505	43,876
Other revenues	20,839	9,915	93,308	97,771
	826,678	298,127	839,644	2,234,456
Expenses:				
Lease operating expenses	208,446	49,665	296,891	352,077
Transportation expenses	113,128	25,972	161,574	167,023
Marketing expenses	69,008	4,820	29,736	35,278
General and administrative expenses	117,347	71,745	237,841	285,996
Exploration costs	3,137	93	4,080	9,473
Depreciation, depletion and amortization	133,711	47,155	342,614	513,508
Impairment of long-lived assets	—	—	165,044	5,024,944
Taxes, other than income taxes	47,553	14,877	67,644	97,683
(Gains) losses on sale of assets and other, net	(623,072)	829	16,257	(194,805)
	69,258	215,156	1,321,681	6,291,177
Other income and (expenses):				
Interest expense, net of amounts capitalized	(12,380)	(16,725)	(184,870)	(456,749)
Gain on extinguishment of debt	—	—	—	708,050
Earnings from equity method investments	11,840	157	699	685
Other, net	(6,233)	(149)	(2,345)	(13,988)
	(6,773)	(16,717)	(186,516)	237,998
Reorganization items, net	(8,533)	2,521,137	336,120	—
Income (loss) from continuing operations before income taxes	742,114	2,587,391	(332,433)	(3,818,723)
Income tax expense (benefit)	389,914	(166)	11,300	(6,307)
Income (loss) from continuing operations	352,200	2,587,557	(343,733)	(3,812,416)
Income (loss) from discontinued operations, net of income taxes	82,995	(548)	(18,354)	9,586
Net income (loss)	$ 435,195	$2,587,009	$ (362,087)	$(3,802,830)

The accompanying notes are an integral part of these consolidated and combined financial statements.

RIVIERA RESOURCES, LLC

CONSOLIDATED AND COMBINED STATEMENTS OF PARENT COMPANY EQUITY

	Total Equity (in thousands)
December 31, 2014 (Predecessor)	$ 2,128,329
Net loss	(3,802,830)
Net transfers to parent	(436,303)
December 31, 2015 (Predecessor)	(2,110,804)
Net loss	(362,087)
Net transfers to parent	(114,118)
December 31, 2016 (Predecessor)	(2,587,009)
Net income	2,587,009
February 28, 2017 (Predecessor)	—
Issuances of equity	2,064,331
February 28, 2017 (Successor)	2,064,331
Net income	435,195
Net transfers to parent	(160,480)
December 31, 2017 (Successor)	$ 2,339,046

The accompanying notes are an integral part of these consolidated and combined financial statements.

RIVIERA RESOURCES, LLC

CONSOLIDATED AND COMBINED STATEMENTS OF CASH FLOWS

(in thousands)	Successor	Predecessor		
	Ten Months Ended December 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Cash flow from operating activities:				
Net income (loss)	$ 435,195	$ 2,587,009	$ (362,087)	$(3,802,830)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:				
(Income) loss from discontinued operations	(82,995)	548	18,354	(9,586)
Depreciation, depletion and amortization	133,711	47,155	342,614	513,508
Impairment of long-lived assets	—	—	165,044	5,024,944
Deferred income taxes	382,772	(166)	11,367	4,606
Total (gains) losses on derivatives, net	(13,533)	(92,691)	164,330	(1,027,014)
Cash settlements on derivatives	26,793	(11,572)	860,778	1,135,319
Share-based compensation expenses	41,285	50,255	44,218	56,136
Gain on extinguishment of debt	—	—	—	(708,050)
Amortization and write-off of deferred financing fees	3,711	1,338	13,356	30,993
(Gains) losses on sale of assets and other, net	(667,527)	1,069	13,007	(188,200)
Reorganization items, net	—	(2,456,074)	(390,367)	—
Changes in assets and liabilities:				
(Increase) decrease in accounts receivable – trade, net	41,094	(7,216)	(71,059)	211,884
(Increase) decrease in other assets	(265)	528	(15,360)	(8,238)
Increase (decrease) in accounts payable and accrued expenses	(92,664)	20,949	38,504	(98,259)
Increase (decrease) in other liabilities	7,253	2,801	(662)	(51,266)
Net cash provided by operating activities – continuing operations	214,830	143,933	832,037	1,083,947
Net cash provided by operating activities – discontinued operations	16,191	8,781	43,269	43,753
Net cash provided by operating activities	231,021	152,714	875,306	1,127,700
Cash flow from investing activities:				
Development of oil and natural gas properties	(171,721)	(50,597)	(172,298)	(550,083)
Purchases of other property and equipment	(88,595)	(7,409)	(43,559)	(48,967)
Proceeds from sale of properties and equipment and other	1,172,025	(166)	(4,690)	349,200
Net cash provided by (used in) investing activities – continuing operations	911,709	(58,172)	(220,547)	(249,850)
Net cash provided by (used in) investing activities – discontinued operations	345,643	(584)	(9,891)	(26,173)
Net cash provided by (used in) investing activities	1,257,352	(58,756)	(230,438)	(276,023)

RIVIERA RESOURCES, LLC

CONSOLIDATED AND COMBINED STATEMENTS OF CASH FLOWS—Continued

(in thousands)	Successor	Predecessor		
	Ten Months Ended December 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Cash flow from financing activities:				
Net transfers (to) from parent	(202,533)	636,000	(213,844)	(247,869)
Proceeds from borrowings	190,000	—	978,500	1,445,000
Repayments of debt	(1,090,000)	(1,038,986)	(913,209)	(1,828,461)
Debt issuance costs paid	(7,729)	(30,000)	(752)	(17,916)
Settlement of advance from related party	—	—	—	(129,217)
Other	(1,211)	(4,744)	(14,845)	(72,423)
Net cash used in financing activities – continuing operations	(1,111,473)	(437,730)	(164,150)	(850,886)
Net cash used in financing activities – discontinued operations	—	—	—	—
Net cash used in financing activities	(1,111,473)	(437,730)	(164,150)	(850,886)
Net increase (decrease) in cash, cash equivalents and restricted cash	376,900	(343,772)	480,718	791
Cash, cash equivalents and restricted cash:				
Beginning	144,022	487,794	7,076	6,285
Ending	$ 520,922	$ 144,022	$ 487,794	$ 7,076

The accompanying notes are an integral part of these consolidated and combined financial statements.

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS

Note 1 – Basis of Presentation and Significant Accounting Policies

In April 2018, Linn Energy, Inc. ("Parent," and together with its consolidated subsidiaries, "LINN Energy") announced its intention to separate Riviera Resources, Inc. ("Riviera" or the "Company") from LINN Energy. Riviera will be a new independent oil and natural gas company with a strategic focus on efficiently operating its mature low-decline assets, developing its growth-oriented assets, and returning capital to shareholders.

To effect the separation, Linn Energy, Inc. and certain of its direct and indirect subsidiaries will undertake an internal reorganization, following which Riviera Resources, Inc. will hold, directly or through its subsidiaries, all of the pre-transaction assets of LINN Energy, other than LINN Energy's 50% equity interest in Roan Resources, LLC ("Roan"). Upon completion of the internal reorganization, Linn Energy, Inc. will complete the spin-off by distributing to the LINN Energy stockholders all of the issued and outstanding Riviera common stock. Following the spin-off, Riviera Resources, Inc. will be an independent reporting company, and eventually a publicly traded company, and LINN Energy will not retain any ownership interest in Riviera.

The accompanying consolidated and combined financial statements have been prepared on a stand-alone basis and are derived from Linn Energy, Inc.'s consolidated financial statements and accounting records for the periods presented as the Company was historically managed as a subsidiary of Linn Energy, Inc.

Linn Energy, Inc. (formerly known as Linn Energy, LLC) is a successor issuer of Linn Energy, LLC pursuant to Rule 15d-5 of the Securities Exchange Act of 1934, as amended. As discussed further in Note 2, on May 11, 2016 (the "Petition Date"), Linn Energy, LLC and certain of its direct and indirect subsidiaries including subsidiaries of Riviera (collectively, the "Debtors") filed voluntary petitions ("Bankruptcy Petitions") for relief under Chapter 11 of the U.S. Bankruptcy Code ("Bankruptcy Code") in the U.S. Bankruptcy Court for the Southern District of Texas ("Bankruptcy Court"). The Debtors' Chapter 11 cases were administered jointly under the caption In re Linn Energy, LLC, et al., Case No. 16-60040. During the pendency of the Chapter 11 proceedings, the Debtors operated their businesses as "debtors-in-possession" under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of the Bankruptcy Code. LINN Energy emerged from bankruptcy effective February 28, 2017. References to "Successor" herein refers to the Company in periods subsequent to LINN Energy's emergence from bankruptcy and references to "Predecessor" herein refers to the Company in periods prior to LINN Energy's emergence from bankruptcy.

Nature of Business

The Company's properties are currently located in six operating regions in the U.S.:

- Hugoton Basin, which includes oil and natural gas properties, as well as the Jayhawk natural gas processing plant, located in Kansas;
- East Texas, which includes oil and natural gas properties producing primarily from the Cotton Valley and Bossier Sandstone;
- North Louisiana, which includes oil and natural gas properties producing primarily from the Cotton Valley Sandstones;
- Michigan/Illinois, which includes properties producing from the Antrim Shale formation located in northern Michigan and oil properties in southern Illinois;
- Uinta Basin, which includes non-operated properties located in the Dunkards Wash field in Utah (which was included in the Company's previous Rockies operating region); and

- Mid-Continent, which includes properties in the Northwest STACK in northwestern Oklahoma, the Arkoma STACK located in southeastern Oklahoma, and various other oil and natural gas producing properties throughout Oklahoma, as well as the Chisholm Trail midstream business located in the Merge/SCOOP/STACK play.

During 2018, the Company divested of its properties located in the previous Permian Basin operating region. During 2017, the Company divested of its properties located in previous operating regions California and South Texas. The Company has classified the assets and liabilities, results of operations and cash flows of its California properties as discontinued operations on its consolidated and combined financial statements. See Note 4 for additional information.

Historically, a subsidiary of the Company also owned a 50% equity interest in Roan Resources LLC (“Roan”), which is focused on the accelerated development of the Merge/SCOOP/STACK play in Oklahoma. The Company’s equity earnings (losses), consisting of its share of Roan’s earnings or losses, are included in the consolidated and combined financial statements. However, following a series of internal restructuring transactions in connection with the separation, the equity interest in Roan will be owned by Linn Energy, Inc. and will no longer be affiliated with Riviera. As such, equity earnings (losses) in Roan will not be included in Riviera’s consolidated and combined financial statements in periods subsequent to the transactions.

Principles of Consolidation and Combination

The consolidated and combined financial statements for Predecessor periods represent the financial position and results of operations of entities to be held by the Company after the spin-off that have historically been under common control of the Parent, which exclude LAC and Berry (each as defined in Note 2). On February 28, 2017, LINN Energy and Berry emerged from bankruptcy as standalone unaffiliated entities. The consolidated financial statements for the Successor period represent the financial position and results of operations of entities that were under the control of Linn Energy Holdco LLC (a subsidiary of the Parent). The Company presents its consolidated and combined financial statements in accordance with U.S. generally accepted accounting principles (“GAAP”). The consolidated and combined financial statements include the accounts of the Company and its subsidiaries. All significant intercompany transactions and balances have been eliminated. The historical consolidated and combined financial statements represent the financial position and results of operations of entities to be held by the Company prior to the separation transaction that have historically been under control of the Parent. The consolidated financial statements were prepared on a carve-out basis and reflect significant assumptions and allocations.

Investments in noncontrolled entities over which the Company exercises significant influence are accounted for under the equity method. See Note 5 for additional information about equity method investments.

Allocations

Cash and cash equivalents held by the Parent were not allocated to Riviera unless they were held in a legal entity that will be transferred to the Company. All intracompany transactions between the Parent and the Company are considered to be effectively settled in the consolidated and combined financial statements at the time the transaction is recorded. The total net effect of the settlement of these intracompany transactions is reflected in the consolidated and combined statements of cash flows as a financing activity and in the consolidated and combined balance sheets as net parent company investment. Net parent company investment is primarily impacted by contributions from the Parent which are the result of treasury activities and net funding provided by or distributed to the Parent.

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

Historically, the Parent had no assets or operations independent from its subsidiaries. Accordingly, the consolidated and combined financial statements include materially all of the Parent's historical general and administrative expenses, including 100% of its employee-related expenses, as its personnel were employed by Linn Operating, LLC ("Linn Operating"), a subsidiary of LINN Energy that will be included with Riviera as part of the separation. The Company considers the methodology and results to be reasonable for all periods presented; however, these costs may not be indicative of the actual expenses that Riviera would have incurred as an independent public company or the costs it may incur in the future.

The income tax amounts in these consolidated and combined financial statements have been calculated based on a separate income tax return methodology and presented as if the Company's operations were separate taxpayers in the respective jurisdictions.

The consolidated and combined financial statements include an allocation of Linn Energy, LLC's third-party debt that was outstanding prior to its emergence from bankruptcy on February 28, 2017. As a result of this allocation, the Company's consolidated and combined statements of operations include interest expense, amortization of deferred financing fees and gains on debt extinguishment related to such debt. On the effective date of the Plan (as defined below), all outstanding obligations under Linn Energy, LLC's credit facility, second lien notes and senior notes were canceled pursuant to the terms of the Plan. Subsequent to LINN Energy's emergence from bankruptcy, Holdco II, a newly formed wholly owned subsidiary Linn Energy, Inc., was the borrower of all third-party debt. Such debt and related interest expense are also included in the consolidated financial statements.

Bankruptcy Accounting

The consolidated and combined financial statements have been prepared as if the Company will continue as a going concern and reflect the application of Accounting Standards Codification 852 "Reorganizations" ("ASC 852"). ASC 852 requires that the financial statements, for periods subsequent to the Chapter 11 filing, distinguish transactions and events that are directly associated with the reorganization from the ongoing operations of the business. Accordingly, certain expenses, gains and losses that are realized or incurred in the bankruptcy proceedings are recorded in "reorganization items, net" on the Company's consolidated and combined statements of operations. In addition, prepetition unsecured and under-secured obligations that may be impacted by the bankruptcy reorganization process have been classified as "liabilities subject to compromise" on the Company's consolidated and combined balance sheet at December 31, 2016. These liabilities are reported at the amounts expected to be allowed as claims by the Bankruptcy Court, although they may be settled for less.

Upon emergence from bankruptcy on February 28, 2017, the Company adopted fresh start accounting which resulted in the Company becoming a new entity for financial reporting purposes. As a result of the application of fresh start accounting and the effects of the implementation of the plan of reorganization, the consolidated financial statements on or after February 28, 2017, are not comparable with the consolidated and combined financial statements prior to that date. See Note 3 for additional information.

Use of Estimates

The preparation of the accompanying consolidated and combined financial statements in conformity with GAAP requires management of the Company to make estimates and assumptions about future events. These estimates and the underlying assumptions affect the amount of assets and liabilities reported, disclosures about contingent assets and liabilities, and reported amounts of revenues and expenses. The estimates that are particularly significant to the financial statements include estimates of the Company's reserves of oil, natural gas and natural gas liquids ("NGL"), future cash flows from oil and natural gas properties, depreciation, depletion and

amortization, asset retirement obligations, certain revenues and operating expenses, and fair values of commodity derivatives. In addition, as part of fresh start accounting, the Company made estimates and assumptions related to its reorganization value, liabilities subject to compromise, the fair value of assets and liabilities recorded as a result of the adoption of fresh start accounting and income taxes.

As fair value is a market-based measurement, it is determined based on the assumptions that market participants would use. These estimates and assumptions are based on management's best estimates and judgment. Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, including the current economic environment, which management believes to be reasonable under the circumstances. Such estimates and assumptions are adjusted when facts and circumstances dictate. As future events and their effects cannot be determined with precision, actual results could differ from these estimates. Any changes in estimates resulting from continuing changes in the economic environment will be reflected in the financial statements in future periods.

Recently Adopted Accounting Standards

In November 2016, the Financial Accounting Standards Board ("FASB") issued an Accounting Standards Update ("ASU") that is intended to address diversity in the classification and presentation of changes in restricted cash on the statement of cash flows. The Company adopted this ASU on January 1, 2018, on a retrospective basis. The adoption of this ASU resulted in the inclusion of restricted cash in the beginning and ending balances of cash on the statements of cash flows and disclosure reconciling cash and cash equivalents presented on the balance sheets to cash, cash equivalents and restricted cash on the statement of cash flows (see Note 15).

In March 2016, the FASB issued an ASU that is intended to simplify several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities and classification on the statement of cash flows. The Company adopted this ASU on January 1, 2017. The adoption of this ASU had no impact on the Company's historical financial statements or related disclosures. Upon adoption and subsequently this ASU will result in excess tax benefits, which were previously recorded in equity on the balance sheets and classified as financing activities on the statements of cash flows, being recorded in the statements of operations and classified as operating activities on the statements of cash flows. Additionally, the Company elected to begin accounting for forfeitures as they occur.

In May 2014, the FASB issued an ASU that is intended to improve and converge the financial reporting requirements for revenue from contracts with customers. The Company adopted this ASU on January 1, 2018, using the modified retrospective transition method. Accordingly, the information for periods prior to January 1, 2018, has not been adjusted and continues to be reported under the previous revenue standard. For more information regarding the Company's adoption, see Note 1 of the unaudited condensed consolidated and combined financial statements for the three months ended March 31, 2018.

New Accounting Standards Issued But Not Yet Adopted

In February 2016, the FASB issued an ASU that is intended to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet. This ASU will be applied retrospectively as of the date of adoption and is effective for fiscal years beginning after December 15, 2018, and interim periods within those years (early adoption permitted). The Company is currently evaluating the impact of the adoption of this ASU on its financial statements and related disclosures. The Company expects the adoption of this ASU to impact its balance sheets resulting from an increase in both assets and liabilities related to the Company's leasing activities.

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

Cash Equivalents

For purposes of the consolidated and combined statements of cash flows, the Company considers all highly liquid short-term investments with original maturities of three months or less to be cash equivalents. Outstanding checks in excess of funds on deposit are included in "accounts payable and accrued expenses" on the consolidated and combined balance sheets and are classified as financing activities on the consolidated and combined statements of cash flows.

Accounts Receivable – Trade, Net

Trade accounts receivable are recorded at the invoiced amount and do not bear interest. The Company maintains an allowance for doubtful accounts for estimated losses inherent in its accounts receivable portfolio. In establishing the required allowance, management considers historical losses, current receivables aging, and existing industry and national economic data. The Company reviews its allowance for doubtful accounts monthly. Past due balances over 90 days and over a specified amount are reviewed individually for collectibility. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential recovery is remote. The balance in the Company's allowance for doubtful accounts related to trade accounts receivable was approximately $1 million and $8 million at December 31, 2017, and December 31, 2016, respectively.

Inventories

Materials, supplies and commodity inventories are valued at the lower of average cost and net realizable value.

Oil and Natural Gas Properties

As a result of the application of fresh start accounting, the Company recorded its oil and natural gas properties at fair value as of the Effective Date. See Note 3 for additional information.

Proved Properties

The Company accounts for oil and natural gas properties in accordance with the successful efforts method. In accordance with this method, all leasehold and development costs of proved properties are capitalized and amortized on a unit-of-production basis over the remaining life of the proved reserves and proved developed reserves, respectively. Costs of retired, sold or abandoned properties that constitute a part of an amortization base are charged or credited, net of proceeds, to accumulated depreciation, depletion and amortization unless doing so significantly affects the unit-of-production amortization rate, in which case a gain or loss is recognized currently. Gains or losses from the disposal of other properties are recognized currently. Expenditures for maintenance and repairs necessary to maintain properties in operating condition are expensed as incurred. Estimated dismantlement and abandonment costs are capitalized, net of salvage, at their estimated net present value and amortized on a unit-of-production basis over the remaining life of the related proved developed reserves. The Company capitalizes interest on borrowed funds related to its share of costs associated with the drilling and completion of new oil and natural gas wells. Interest is capitalized only during the periods in which these assets are brought to their intended use. The Company capitalized interest costs of approximately $158,000 for the ten months ended December 31, 2017, and approximately $257,000 and $3 million for the years ended December 31, 2016, and December 31, 2015, respectively. The Company did not capitalize any interest costs during the two months ended February 28, 2017.

The Company evaluates the impairment of its proved oil and natural gas properties on a field-by-field basis whenever events or changes in circumstances indicate that the carrying value may not be recoverable. The

carrying values of proved properties are reduced to fair value when the expected undiscounted future cash flows of proved and risk-adjusted probable and possible reserves are less than net book value. The fair values of proved properties are measured using valuation techniques consistent with the income approach, converting future cash flows to a single discounted amount. Significant inputs used to determine the fair values of proved properties include estimates of: (i) reserves; (ii) future operating and development costs; (iii) future commodity prices; and (iv) a market-based weighted average cost of capital rate. These inputs require significant judgments and estimates by the Company's management at the time of the valuation and are the most sensitive and subject to change. The underlying commodity prices embedded in the Company's estimated cash flows are the product of a process that begins with New York Mercantile Exchange ("NYMEX") forward curve pricing, adjusted for estimated location and quality differentials, as well as other factors that Company management believes will impact realizable prices.

Based on the analysis described above, the Company recorded the following noncash impairment charges associated with proved oil and natural gas properties:

	Predecessor	
(in thousands)	Year Ended December 31, 2016	Year Ended December 31, 2015
Mid-Continent region	$ 141,902	$ 405,370
Rockies region	23,142	1,592,256
Hugoton Basin region	—	1,667,768
East Texas region	—	361,373
Permian Basin region	—	71,990
North Louisiana region	—	55,849
South Texas region	—	42,433
	$ 165,044	$ 4,197,039

The impairment charges in 2016 and 2015 were due to a decline in commodity prices, changes in expected capital development and a decline in the Company's estimates of proved reserves. The carrying values of the impaired proved properties were reduced to fair value, estimated using inputs characteristic of a Level 3 fair value measurement. The impairment charges are included in "impairment of long-lived assets" on the consolidated and combined statements of operations. The Company recorded no impairment charges associated with proved properties during the ten months ended December 31, 2017, or the two months ended February 28, 2017.

Unproved Properties

Costs related to unproved properties include costs incurred to acquire unproved reserves. Because these reserves do not meet the definition of proved reserves, the related costs are not classified as proved properties. Unproved leasehold costs are capitalized and amortized on a composite basis if individually insignificant, based on past success, experience and average lease-term lives. Individually significant leases are reclassified to proved properties if successful and expensed on a lease by lease basis if unsuccessful or the lease term expires. Unamortized leasehold costs related to successful exploratory drilling are reclassified to proved properties and depleted on a unit-of-production basis.

The Company evaluates the impairment of its unproved oil and natural gas properties whenever events or changes in circumstances indicate that the carrying value may not be recoverable. The carrying values of unproved properties are reduced to fair value based on management's experience in similar situations and other

factors such as the lease terms of the properties and the relative proportion of such properties on which proved reserves have been found in the past.

Based on the analysis described above, the Company recorded the following noncash impairment charges associated with unproved oil and natural gas properties:

	Predecessor Year Ended December 31, 2015
	(in thousands)
North Louisiana region	$ 416,846
Permian Basin region	226,922
Rockies region	184,137
	$ 827,905

The Company recorded no impairment charges associated with unproved properties for the ten months ended December 31, 2017, the two months ended February 28, 2017, or the year ended December 31, 2016.

The impairment charges in 2015 were based primarily on no future plans to develop properties in certain operating areas as a result of declines in commodity prices. The carrying values of the impaired unproved properties were reduced to fair value, estimated using inputs characteristic of a Level 3 fair value measurement. The impairment charges are included in “impairment of long-lived assets” on the consolidated and combined statements of operations.

Exploration Costs

Exploratory geological and geophysical costs, delay rentals, amortization and impairment of unproved leasehold costs and costs to drill exploratory wells that do not find proved reserves are expensed as exploration costs. The costs of any exploratory wells are carried as an asset if the well finds a sufficient quantity of reserves to justify its capitalization as a producing well and as long as the Company is making sufficient progress towards assessing the reserves and the economic and operating viability of the project.

Other Property and Equipment

Other property and equipment includes natural gas gathering systems, pipelines, furniture and office equipment, buildings, vehicles, information technology equipment, software and other fixed assets. These assets are recorded at cost and are depreciated using the straight-line method based on expected lives ranging from one to 39 years for the individual asset or group of assets.

Accounting for Investment in Roan Resources LLC

The Company uses the equity method of accounting for its investment in Roan. The Company’s equity earnings (losses) consists of its share of Roan’s earnings or losses and the amortization of the difference between the Company’s investment in Roan and Roan’s underlying net assets attributable to certain assets. Impairment testing on the Company’s investment in Roan is performed when events or circumstances warrant such testing and considers whether there is an inability to recover the carrying value of the investment that is other than temporary. See Note 5 for additional details about the Company’s investment in Roan.

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

As discussed above, historically, a subsidiary of the Company owned the equity interest in Roan. However, following a series of internal restructuring transactions in connection with the separation, the equity interest in Roan will be owned by Linn Energy, Inc. and will no longer be affiliated with Riviera. As such, equity earnings (losses) in Roan will not be included in Riviera's consolidated financial statements in periods subsequent to the transactions.

Derivative Instruments

Historically, the Company has hedged a portion of its forecasted production to reduce exposure to fluctuations in oil and natural gas prices and provide long-term cash flow predictability to manage its business. The current direct NGL hedging market is constrained in terms of price, volume, duration and number of counterparties, which limits the Company's ability to effectively hedge its NGL production. The Company has also hedged its exposure to differentials in certain operating areas but does not currently hedge exposure to oil or natural gas differentials.

The Company has historically entered into commodity hedging transactions primarily in the form of swap contracts that are designed to provide a fixed price, collars and, from time to time, put options that are designed to provide a fixed price floor with the opportunity for upside. The Company enters into these transactions with respect to a portion of its projected production or consumption to provide an economic hedge of the risk related to the future commodity prices received or paid. The Company does not enter into derivative contracts for trading purposes.

A swap contract specifies a fixed price that the Company will receive from the counterparty as compared to floating market prices, and on the settlement date the Company will receive or pay the difference between the swap price and the market price. Collar contracts specify floor and ceiling prices to be received as compared to floating market prices. A put option requires the Company to pay the counterparty a premium equal to the fair value of the option at the purchase date and receive from the counterparty the excess, if any, of the fixed price floor over the market price at the settlement date.

Derivative instruments are recorded at fair value and included on the consolidated and combined balance sheets as assets or liabilities. The Company did not designate any of its contracts as cash flow hedges; therefore, the changes in fair value of these instruments are recorded in current earnings. The Company determines the fair value of its oil and natural gas derivatives utilizing pricing models that use a variety of techniques, including market quotes and pricing analysis. Inputs to the pricing models include publicly available prices and forward price curves generated from a compilation of data gathered from third parties. Company management validates the data provided by third parties by understanding the pricing models used, obtaining market values from other pricing sources, analyzing pricing data in certain situations and confirming that those instruments trade in active markets. Assumed credit risk adjustments, based on published credit ratings and public bond yield spreads are applied to the Company's commodity derivatives. See Note 7 and Note 8 for additional details about the Company's derivative financial instruments.

Revenue Recognition

Revenues representative of the Company's ownership interest in its properties are presented on a gross basis on the consolidated and combined statements of operations. Sales of oil, natural gas and NGL are recognized when the product has been delivered to a custody transfer point, persuasive evidence of a sales arrangement exists, the rights and responsibility of ownership pass to the purchaser upon delivery, collection of revenue from the sale is reasonably assured and the sales price is fixed or determinable.

Upon the adoption of fresh start accounting on February 28, 2017, the Company has elected the sales method to account for natural gas production imbalances. If the Company's sales volumes for a well exceed the Company's

proportionate share of production from the well, a liability is recognized to the extent that the Company's share of estimated remaining recoverable reserves from the well is insufficient to satisfy this imbalance. No receivables are recorded for those wells on which the Company has taken less than its proportionate share of production. The Predecessor had applied the entitlements method to account for natural gas production imbalances in previous periods.

The Company engages in the purchase, gathering and transportation of third-party natural gas and subsequently markets such natural gas to independent purchasers under separate arrangements. As such, the Company separately reports third-party marketing revenues and marketing expenses.

Share-Based Compensation

The Company recognizes expense for share-based compensation over the requisite service period in an amount equal to the fair value of share-based awards granted. The fair value of share-based awards, excluding liability awards, is computed at the date of grant and is not remeasured. The fair value of liability awards is remeasured at each reporting date through the settlement date with the change in fair value recognized as compensation expense over that period. The Company has made a policy decision to recognize compensation expense for service-based awards on a straight-line basis over the requisite service period for the entire award. Beginning in 2017, the Company accounts for forfeitures as they occur. See Note 13 for additional details about the Company's accounting for share-based compensation.

Deferred Financing Fees

The Company has incurred legal and bank fees related to the issuance of debt. At December 31, 2017, net deferred financing fees of approximately $4 million are included in "other noncurrent assets" on the consolidated balance sheet. At December 31, 2016, net deferred financing fees of approximately $17 million are included in "other current assets" and approximately $1 million are included in "current portion of long-term debt, net" on the consolidated and combined balance sheet. These debt issuance costs are amortized over the life of the debt agreement. Upon early retirement or amendment to the debt agreement, certain fees are written off to expense.

For the ten months ended December 31, 2017, the two months ended February 28, 2017, and the years ended December 31, 2016, and December 31, 2015, amortization expense of approximately $1 million, $1 million, $10 million and $20 million, respectively, is included in "interest expense, net of amounts capitalized" on the consolidated and combined statements of operations. For the ten months ended December 31, 2017, and the years ended December 31, 2016, and December 31, 2015, approximately $3 million, $1 million and $7 million, respectively, were written off to expense and included in "other, net" on the consolidated and combined statements of operations related to amendments of the credit facilities. In addition, for the year ended December 31, 2016, approximately $33 million were written off to expense and included in "reorganization items, net" on the consolidated and combined statement of operations in connection with the filing of the Bankruptcy Petitions. No fees were written off to expense for the two months ended February 28, 2017.

Fair Value of Financial Instruments

The carrying values of the Company's receivables, payables and credit facilities are estimated to be substantially the same as their fair values at December 31, 2017, and December 31, 2016. See Note 6 for fair value disclosures related to the Company's other debt. As noted above, the Company carries its derivative financial instruments at fair value. See Note 8 for details about the fair value of the Company's derivative financial instruments.

Income Taxes

Income tax expense (benefit) and deferred tax balances have been calculated on a separate income tax return basis although the Company's operations have historically been included in the tax returns filed by the respective LINN Energy entities of which the Company's business was a part. In the future, as a standalone entity, the Company will file tax returns on its own behalf and its deferred taxes and effective tax rate may differ from those in historical periods.

Effective February 28, 2017, upon consummation of the Plan, the Successor became a C corporation subject to federal and state income taxes. Prior to the consummation of the Plan, the Predecessor was a limited liability company treated as a partnership for federal and state income tax purposes, with the exception of the state of Texas, in which income tax liabilities and/or benefits were passed through to its unitholders. Limited liability companies are subject to Texas margin tax. In addition, certain of the Predecessor's subsidiaries were C corporations subject to federal and state income taxes. As such, with the exception of the state of Texas and certain subsidiaries, the Predecessor did not directly pay federal and state income taxes and recognition was not given to federal and state income taxes for the operations of the Predecessor.

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis and tax carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. See Note 14 for additional details of the Company's accounting for income taxes.

Note 2 – Emergence From Voluntary Reorganization Under Chapter 11

On the Petition Date, the Debtors filed Bankruptcy Petitions for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court. The Debtors' Chapter 11 cases were administered jointly under the caption In re Linn Energy, LLC, et al., Case No. 16-60040.

On December 3, 2016, the Debtors filed the Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and Its Debtor Affiliates Other Than Linn Acquisition Company, LLC ("LAC") and Berry Petroleum Company, LLC ("Berry") (the "Plan"). The Debtors subsequently filed amended versions of the Plan with the Bankruptcy Court.

On January 27, 2017, the Bankruptcy Court entered an order approving and confirming the Plan (the "Confirmation Order"). On February 28, 2017 (the "Effective Date"), the Debtors satisfied the conditions to effectiveness of the Plan, the Plan became effective in accordance with its terms and LINN Energy emerged from bankruptcy.

Plan of Reorganization

In accordance with the Plan, on the Effective Date:

- Linn Energy, LLC transferred all of its assets, including equity interests in its subsidiaries, other than LAC and Berry, to Holdco II, a newly formed subsidiary of Linn Energy, LLC and the borrower under the credit agreement (as amended, the "Emergence Credit Facility") entered into in connection with the reorganization, in exchange for equity interests in Holdco II and the issuance of interests in the Emergence Credit Facility to certain of the Linn Energy, LLC's creditors in partial satisfaction of their claims (the "Contribution"). Immediately following the Contribution, Linn Energy, LLC transferred

equity interests in Holdco II to Linn Energy, Inc. in exchange for approximately $530 million in cash and an amount of equity securities in Linn Energy, Inc. not to exceed 49.90% of the outstanding equity interests of Linn Energy, Inc., which Linn Energy, LLC distributed to certain of its creditors in satisfaction of their claims, and Linn Energy, Inc.'s agreement to honor certain obligations of Linn Energy, LLC under the Plan. Contemporaneously with the reorganization transactions and pursuant to the Plan, (i) LAC assigned all of its rights, title and interest in the membership interests of Berry to Berry Petroleum Corporation, (ii) all of the equity interests in LAC and the Predecessor were canceled and (iii) LAC and Linn Energy, LLC commenced liquidation, which is expected to be completed following the resolution of the respective companies' outstanding claims.

- The holders of claims under Linn Energy LLC's Sixth Amended and Restated Credit Agreement ("Predecessor Credit Facility") received a full recovery, consisting of a cash paydown and their pro rata share of the $1.7 billion Successor Credit Facility. As a result, all outstanding obligations under the Predecessor Credit Facility were canceled.
- Holdco II, as borrower, entered into the Emergence Credit Facility with the holders of claims under Linn Energy, LLC's previous credit facility, as lenders, and Wells Fargo Bank, National Association, as administrative agent, providing for a new reserve-based revolving loan with up to $1.4 billion in borrowing commitments and a new term loan in an original principal amount of $300 million. For additional information about the Emergence Credit Facility, see Note 6.
- The holders of Linn Energy LLC's 12.00% senior secured second lien notes due December 2020 (the "Second Lien Notes") received their pro rata share of (i) 17,678,889 shares of Class A common stock; (ii) certain rights to purchase shares of Class A common stock in the rights offerings, as described below; and (iii) $30 million in cash. The holders of the Company's 6.50% senior notes due May 2019, 6.25% senior notes due November 2019, 8.625% senior notes due 2020, 7.75% senior notes due February 2021 and 6.50% senior notes due September 2021 (collectively, the "Unsecured Notes") received their pro rata share of (i) 26,724,396 shares of Class A common stock; and (ii) certain rights to purchase shares of Class A common stock in the rights offerings, as described below. As a result, all outstanding obligations under the Second Lien Notes and the Unsecured Notes and the indentures governing such obligations were canceled.
- The holders of general unsecured claims (other than claims relating to the Second Lien Notes and the Unsecured Notes) against the Debtors (the "LINN Unsecured Claims") received their pro rata share of cash from two cash distribution pools totaling $40 million, as divided between a $2.3 million cash distribution pool for the payment in full of allowed LINN Unsecured Claims in an amount equal to $2,500 or less (and larger claims for which the holders irrevocably agreed to reduce such claims to $2,500), and a $37.7 million cash distribution pool for pro rata distributions to all remaining allowed general LINN Unsecured Claims. As a result, all outstanding LINN Unsecured Claims were fully satisfied, settled, released and discharged as of the Effective Date.

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

Liabilities Subject to Compromise

The Predecessor's consolidated and combined balance sheet as of December 31, 2016, includes amounts classified as "liabilities subject to compromise," which represent prepetition liabilities that were allowed, or that the Company estimated would be allowed, as claims in its Chapter 11 cases. The following table summarizes the components of liabilities subject to compromise included on the consolidated and combined balance sheet:

(in thousands)	Predecessor December 31, 2016
Accounts payable and accrued expenses	$ 112,692
Accrued interest payable	144,184
Debt	4,023,129
Liabilities subject to compromise	$ 4,280,005

Reorganization Items, Net

The Company incurred significant costs and recognized significant gains associated with the reorganization. Reorganization items represent costs and income directly associated with the Chapter 11 proceedings since the Petition Date, and also include adjustments to reflect the carrying value of certain liabilities subject to compromise at their estimated allowed claim amounts, as such adjustments were determined. The following tables summarize the components of reorganization items included on the consolidated statements of operations:

(in thousands)	Successor	Predecessor	
	Ten Months Ended December 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016
Gain on settlement of liabilities subject to compromise	$ —	$ 3,914,964	$ —
Recognition of an additional claim for the Predecessor's Second Lien Notes settlement	—	(1,000,000)	—
Fresh start valuation adjustments	—	(591,525)	—
Income tax benefit related to implementation of the Plan	—	264,889	—
Legal and other professional fees	(8,584)	(46,961)	(56,656)
Unamortized deferred financing fees, discounts and premiums	—	—	(52,045)
Gain related to interest payable on Predecessor's Second Lien Notes	—	—	551,000
Terminated contracts	—	(6,915)	(66,052)
Other	51	(13,315)	(40,127)
Reorganization items, net	$ (8,533)	$ 2,521,137	$ 336,120

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

Note 3 – Fresh Start Accounting

Upon LINN Energy's emergence from Chapter 11 bankruptcy, it adopted fresh start accounting in accordance with the provisions of ASC 852 which resulted in the Parent becoming a new entity for financial reporting purposes. In accordance with ASC 852, the Parent was required to adopt fresh start accounting upon its emergence from Chapter 11 because (i) the holders of existing voting ownership interests of the predecessor of the Parent received less than 50% of the voting shares of the successor of the Parent and (ii) the reorganization value of the Parent's assets immediately prior to confirmation of the Plan was less than the total of all post-petition liabilities and allowed claims.

Upon adoption of fresh start accounting, the reorganization value derived from the enterprise value as disclosed in the Plan was allocated to the Company's assets and liabilities based on their fair values (except for deferred income taxes) in accordance with ASC 805 "Business Combinations." The amount of deferred income taxes recorded was determined in accordance with ASC 740 "Income Taxes" ("ASC 740"). The Effective Date fair values of the Company's assets and liabilities differed materially from their recorded values as reflected on the historical balance sheet. The effects of the Plan and the application of fresh start accounting were reflected on the consolidated and combined balance sheet as of February 28, 2017, and the related adjustments thereto were recorded on the consolidated and combined statement of operations for the two months ended February 28, 2017.

As a result of the adoption of fresh start accounting and the effects of the implementation of the Plan, the Company's consolidated financial statements subsequent to February 28, 2017, are not comparable to its consolidated and combined financial statements prior to February 28, 2017. References to "Successor" relate to the financial position and results of operations of the reorganized Company as of and subsequent to February 28, 2017. References to "Predecessor" relate to the financial position of the Company prior to, and results of operations through and including, February 28, 2017.

The Company's consolidated and combined financial statements and related footnotes are presented with a black line division, which delineates the lack of comparability between amounts presented after February 28, 2017, and amounts presented on or prior to February 28, 2017. The Company's financial results for future periods following the application of fresh start accounting will be different from historical trends and the differences may be material.

Reorganization Value

Under ASC 852, the Parent determined a value to be assigned to the equity of the emerging entity as of the date of adoption of fresh start accounting. The Plan confirmed by the Bankruptcy Court estimated an enterprise value of $2.35 billion. The Plan enterprise value was prepared using an asset based methodology, as discussed further below. The enterprise value was then adjusted to determine the equity value of the Successor of approximately $2.07 billion. Adjustments to determine the equity value are presented below (in thousands):

Plan confirmed enterprise value	$2,350,000
Fair value of debt	(900,000)
Fair value of subsequently determined tax attributes	621,486
Share-based payment liability	(7,155)
Value of Successor's equity	$2,064,331

The subsequently determined tax attributes were primarily the result of the conversion from a limited liability company to a C corporation and differences in the accounting basis and tax basis of the Company's oil and natural gas properties as of the Effective Date.

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

The Company's principal assets are its oil and natural gas properties. The fair values of oil and natural gas properties were estimated using valuation techniques consistent with the income approach, converting future cash flows to a single discounted amount. Significant inputs used to determine the fair values of properties include estimates of: (i) reserves; (ii) future operating and development costs; (iii) future commodity prices; and (iv) a market-based weighted average cost of capital rate. These inputs require significant judgments and estimates by the Company's management at the time of the valuation and are the most sensitive and subject to change. The underlying commodity prices embedded in the Company's estimated cash flows are the product of a process that begins with NYMEX forward curve pricing, adjusted for estimated location and quality differentials, as well as other factors that Company management believes will impact realizable prices.

See below under "Fresh Start Adjustments" for additional information regarding assumptions used in the valuation of the Company's various other significant assets and liabilities.

Consolidated Balance Sheet

The adjustments included in the following fresh start consolidated balance sheet reflect the effects of the transactions contemplated by the Plan and executed by the Company on the Effective Date (reflected in the column "Reorganization Adjustments") as well as fair value and other required accounting adjustments resulting from the adoption of fresh start accounting (reflected in the column "Fresh Start Adjustments"). The explanatory notes provide additional information with regard to the adjustments recorded, the methods used to determine the fair values and significant assumptions.

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

	As of February 28, 2017			
	Predecessor	Reorganization Adjustments	Fresh Start Adjustments	Successor
	(in thousands)			
ASSETS				
Current assets:				
Cash and cash equivalents	$ 575,803	$ (521,448)(1)	$ —	$ 54,355
Accounts receivable – trade, net	212,099	—	(7,808)(13)	204,291
Derivative instruments	15,391	—	—	15,391
Restricted cash	1,602	80,164(2)	—	81,766
Other current assets	106,426	(15,983)(3)	1,780(14)	92,223
Total current assets	911,321	(457,267)	(6,028)	448,026
Noncurrent assets:				
Oil and natural gas properties (successful efforts method)	13,269,035	—	(11,082,258)(15)	2,186,777
Less accumulated depletion and amortization	(10,044,240)	—	10,044,240(15)	—
	3,224,795	—	(1,038,018)	2,186,777
Other property and equipment	641,586	—	(197,653)(16)	443,933
Less accumulated depreciation	(230,952)	—	230,952(16)	—
	410,634	—	33,299	443,933
Derivative instruments	4,492	—	—	4,492
Deferred income taxes	—	264,889(4)	356,597(4)	621,486
Other noncurrent assets	15,003	151(5)	8,139(17)	23,293
	19,495	265,040	364,736	649,271
Total noncurrent assets	3,654,924	265,040	(639,983)	3,279,981
Total assets	$ 4,566,245	$ (192,227)	$ (646,011)	$3,728,007
LIABILITIES AND EQUITY (DEFICIT)				
Current liabilities:				
Accounts payable and accrued expenses	$ 324,585	$ 41,266(6)	$ (2,351)(18)	$ 363,500
Derivative instruments	7,361	—	—	7,361
Current portion of long-term debt, net	1,937,822	(1,912,822)(7)	—	25,000
Other accrued liabilities	41,250	(1,025)(8)	1,104(19)	41,329
Total current liabilities	2,311,018	(1,872,581)	(1,247)	437,190
Derivative instruments	2,116	—	—	2,116
Long-term debt	—	875,000(9)	—	875,000
Other noncurrent liabilities	402,776	(167)(10)	(53,239)(20)	349,370
Liabilities subject to compromise	4,276,912	(4,276,912)(11)	—	—
Total equity (deficit):				
Net parent company investment	(2,426,577)	5,082,433(12)	(591,525)(12)	2,064,331
Total equity (deficit)	(2,426,577)	5,082,433	(591,525)	2,064,331
Total liabilities and equity (deficit)	$ 4,566,245	$ (192,227)	$ (646,011)	$3,728,007

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

Reorganization Adjustments:

1) Changes in cash and cash equivalents included the following:

(in thousands)	
Net transfers to Parent (to pay holders of claims, as well as professional fees)	$(499,684)
Payment of Berry Petroleum Company, LLC's ad valorem taxes	(23,366)
Removal of restriction on cash balance	1,602
Changes in cash and cash equivalents	$(521,448)

2) Primarily reflects the transfer to restricted cash to fund the Predecessor's professional fees escrow account and general unsecured claims cash distribution pool.

3) Primarily reflects the write-off of the Predecessor's deferred financing fees.

4) Reflects deferred tax assets recorded as of the Effective Date as determined in accordance with ASC 740. The deferred tax assets were primarily the result of the conversion from a limited liability company to a C corporation and differences in the accounting basis and tax basis of the Company's oil and natural gas properties as of the Effective Date.

5) Reflects the capitalization of deferred financing fees related to the Successor's revolving loan.

6) Net increase in accounts payable and accrued expenses reflects:

(in thousands)	
Recognition of payables for the professional fees escrow account	$ 41,766
Recognition of payables for the general unsecured claims cash distribution pool	40,000
Payment of professional fees	(17,130)
Payment of Berry's ad valorem taxes	(23,366)
Other	(4)
Net increase in accounts payable and accrued expenses	$ 41,266

7) Reflects the settlement of the Predecessor Credit Facility through repayment of approximately $1.9 billion, net of the write-off of deferred financing fees and an increase of $25 million for the current portion of the Successor's term loan.

8) Reflects a decrease of approximately $8 million for the payment of accrued interest on the Predecessor Credit Facility, partially offset by an increase of approximately $7 million related to noncash share-based compensation classified as a liability related to the incentive interest awards issued by Holdco to certain members of management (see Note 13).

9) Reflects borrowings of $900 million under the Emergence Credit Facility, which includes a $600 million revolving loan and a $300 million term loan, net of $25 million for the current portion of the Successor's term loan.

10) Reflects a reduction in deferred tax liabilities as determined in accordance with ASC 740.

11) Reflects settlement of liabilities subject to compromise and the resulting net gain.

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

12) Net increase in equity reflects:

(in thousands)	
Cancellation of the Predecessor's equity	$(2,426,577)
Net decrease in accumulated deficit	3,018,102
Fresh start valuation adjustments	(591,525)
Net transfers from Parent	2,064,331
Net increase in equity	$ 2,064,331

Fresh Start Adjustments:

13) Reflects a change in accounting policy from the entitlements method to the sales method for natural gas production imbalances.

14) Reflects the recognition of intangible assets for the current portion of favorable leases, partially offset by decreases for well equipment inventory and the write-off of historical intangible assets.

15) Reflects a decrease of oil and natural gas properties, based on the methodology discussed above, and the elimination of accumulated depletion and amortization. The following table summarizes the components of oil and natural gas properties as of the Effective Date:

(in thousands)	Successor Fair Value	Predecessor Historical Book Value
Proved properties	$1,727,834	$ 12,258,835
Unproved properties	458,943	1,010,200
	2,186,777	13,269,035
Less accumulated depletion and amortization	—	(10,044,240)
	$2,186,777	$3,224,795

16) Reflects a decrease of other property and equipment and the elimination of accumulated depreciation. The following table summarizes the components of other property and equipment as of the Effective Date:

(in thousands)	Successor Fair Value	Predecessor Historical Book Value
Natural gas plants and pipelines	$342,924	$ 426,914
Office equipment and furniture	39,211	106,059
Buildings and leasehold improvements	32,817	66,023
Vehicles	16,980	30,760
Land	7,747	3,727
Drilling and other equipment	4,254	8,103
	443,933	641,586
Less accumulated depreciation	—	(230,952)
	$443,933	$ 410,634

In estimating the fair value of other property and equipment, the Company used a combination of cost and market approaches. A cost approach was used to value the Company's natural gas plants and pipelines and

other operating assets, based on current replacement costs of the assets less depreciation based on the estimated economic useful lives of the assets and age of the assets. A market approach was used to value the Company's vehicles and land, using recent transactions of similar assets to determine the fair value from a market participant perspective.

17) Reflects the recognition of intangible assets for the noncurrent portion of favorable leases, as well as increases in equity method investments and carbon credit allowances. Assets and liabilities for out-of-market contracts were valued based on market terms as of February 28, 2017, and will be amortized over the remaining life of the respective lease. The Company's equity method investments were valued based on a market approach using a market EBITDA multiple. Carbon credit allowances were valued using a market approach based on trading prices for carbon credits on February 28, 2017.

18) Primarily reflects the write-off of deferred rent partially offset by an increase in carbon emissions liabilities.

19) Reflects an increase of the current portion of asset retirement obligations.

20) Primarily reflects a decrease of approximately $49 million for asset retirement obligations and approximately $5 million for deferred rent, partially offset by an increase of approximately $1 million for carbon emissions liabilities. The fair value of asset retirement obligations were estimated using valuation techniques that convert future cash flows to a single discounted amount. Significant inputs to the valuation include estimates of: (i) plug and abandon costs per well based on existing regulatory requirements; (ii) remaining life per well; (iii) future inflation factors; and (iv) a credit-adjusted risk-free interest rate. Carbon emissions liabilities were valued using a market approach based on trading prices for carbon credits on February 28, 2017.

Note 4 – Discontinued Operations, Other Divestitures and Roan Contribution

Discontinued Operations

On July 31, 2017, the Company completed the sale of its interest in properties located in the San Joaquin Basin in California (the "San Joaquin Basin Sale"). Cash proceeds received from the sale of these properties were approximately $253 million, net of costs to sell of approximately $4 million, and the Company recognized a net gain of approximately $120 million. The gain is included in "income (loss) from discontinued operations, net of income taxes" on the consolidated statement of operations.

On July 21, 2017, the Company completed the sale of its interest in properties located in the Los Angeles Basin in California (the "Los Angeles Basin Sale"). Cash proceeds received from the sale of these properties were approximately $93 million, net of costs to sell of approximately $2 million, and the Company recognized a net gain of approximately $2 million. The gain is included in "income (loss) from discontinued operations, net of income taxes" on the consolidated statement of operations. The Company will receive an additional $7 million contingent payment if certain operational requirements are satisfied within one year from the date of sale.

As a result of the Company's strategic exit from California (completed by the San Joaquin Basin Sale and Los Angeles Basin Sale), the Company classified the assets and liabilities, results of operations and cash flows of its California properties as discontinued operations on its consolidated and combined financial statements.

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

The following table presents carrying amounts of the assets and liabilities of the Company's California properties classified as discontinued operations on the consolidated and combined balance sheet:

(in thousands)	Predecessor December 31, 2016
Assets:	
Oil and natural gas properties	$ 728,190
Other property and equipment	11,402
Other	1,435
Total assets of discontinued operations	$ 741,027
Liabilities:	
Asset retirement obligations	$ 38,042
Other	1,481
Total liabilities of discontinued operations	$ 39,523

The following tables present summarized financial results of the Company's California properties classified as discontinued operations on the consolidated and combined statements of operations:

	Successor	Predecessor		
(in thousands)	Ten Months Ended December 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Revenues and other	$ 34,096	$ 14,891	$ 78,069	$ 85,557
Expenses	19,479	13,758	88,431	72,085
Other income and (expenses)	(3,541)	(1,681)	(7,992)	(3,886)
Reorganization items, net	—	—	—	—
Income (loss) from discontinued operations before income taxes	11,076	(548)	(18,354)	9,586
Income tax expense (benefit)	4,165	—	—	—
Income (loss) from discontinued operations, net of income taxes	$ 6,911	$ (548)	$ (18,354)	$ 9,586

In addition, for the ten months ended December 31, 2017, the Successor recognized a net gain on the sale of the California properties of approximately $76 million (net of income tax expense of approximately $46 million).

Other Divestitures

On November 30, 2017, the Company completed the sale of its interest in properties located in the Williston Basin. Cash proceeds received from the sale of these properties were approximately $255 million, net of costs to sell of approximately $3 million, and the Company recognized a net gain of approximately $116 million.

On November 30, 2017, the Company completed the sale of its interest in properties located in Wyoming. Cash proceeds received from the sale of these properties were approximately $193 million, net of costs to sell of approximately $2 million, and the Company recognized a net gain of approximately $175 million.

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

On September 12, 2017, August 1, 2017, and July 31, 2017, the Company completed the sales of its interest in certain properties located in south Texas. Combined cash proceeds received from the sale of these properties were approximately $48 million, net of costs to sell of approximately $1 million, and the Company recognized a combined net gain of approximately $14 million.

On August 23, 2017, July 28, 2017, and May 9, 2017, the Company completed the sales of its interest in certain properties located in Texas and New Mexico. Combined cash proceeds received from the sale of these properties were approximately $31 million and the Company recognized a combined net gain of approximately $29 million.

On June 30, 2017, the Company completed the sale of its interest in properties located in the Salt Creek Field in Wyoming. Cash proceeds received from the sale of these properties were approximately $73 million, net of costs to sell of approximately $1 million, and the Company recognized a net gain of approximately $30 million.

On May 31, 2017, the Company completed the sale of its interest in properties located in western Wyoming (the “Jonah Assets Sale”). Cash proceeds received from the sale of these properties were approximately $559 million, net of costs to sell of approximately $6 million, and the Company recognized a net gain of approximately $277 million.

The divestitures discussed above are not presented as discontinued operations because they do not represent a strategic shift that will have a major effect on the Company’s operations and financial results. The gains on these divestitures are included in “gains (losses) on sale of assets and other, net” on the consolidated statements of operations.

Divestitures – Subsequent Events

On April 10, 2018, the Company completed the sale of its conventional properties located in New Mexico related to a definitive purchase and sale agreement entered into in March 2018 and received cash proceeds of approximately $15 million.

On April 4, 2018, the Company completed the sales of its interest in properties located in Altamont Bluebell Field Utah related to definitive purchase and sale agreements entered into in January 2018 and received cash proceeds of approximately $129 million.

On March 29, 2018, the Company completed the sale of its interest in conventional properties located in west Texas related to a definitive purchase and sale agreement entered into in February 2018 and received cash proceeds of approximately $109 million.

On February 28, 2018, the Company completed the sale of its Oklahoma waterflood and Texas Panhandle properties and received cash proceeds of approximately $113 million.

The assets and liabilities associated with the divestiture of Oklahoma waterflood and Texas Panhandle properties are classified as “held for sale” on the consolidated balance sheet. At December 31, 2017, the Company’s consolidated balance sheet included current assets of approximately $107 million included in “assets held for sale” and current liabilities of approximately $43 million included in “liabilities held for sale” related to this transaction.

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

The following table presents carrying amounts of the assets and liabilities of the Company's properties classified as held for sale on the consolidated balance sheet:

(in thousands)	Successor December 31, 2017
Assets:	
Oil and natural gas properties	$ 92,245
Other property and equipment	12,983
Other	1,735
Total assets held for sale	$ 106,963
Liabilities:	
Asset retirement obligations	$ 42,001
Other	1,301
Total liabilities held for sale	$ 43,302

Other assets primarily include inventories and other liabilities primarily include accounts payable.

Roan Contribution

On August 31, 2017, the Company, through certain of its subsidiaries, completed the transaction in which the Company and Citizen Energy II, LLC ("Citizen") each contributed certain upstream assets located in Oklahoma to a newly formed company, Roan Resources LLC (the contribution, the "Roan Contribution"), focused on the accelerated development of the Merge/SCOOP/STACK play. In exchange for their respective contributions, the Company and Citizen each received a 50% equity interest in Roan, subject to customary post-closing adjustments. As of August 31, 2017, the date of the Roan Contribution, the Company recognized its equity investment at carryover basis of approximately $452 million. In connection with the Roan Contribution, the Company paid approximately $17 million in advisory fees, which are included in "gains (losses) on sale of assets and other, net" on the consolidated statement of operations.

See Note 5 for additional information about the Company's equity method investment in Roan.

Divestiture – 2015

On August 31, 2015, the Company completed the sale of its remaining position in Howard County in the Permian Basin (the "Howard County Assets Sale"). Cash proceeds received from the sale of these properties were approximately $276 million, net of costs to sell of approximately $1 million, and the Company recognized a net gain of approximately $177 million. The gain is included in "(gains) losses on sale of assets and other, net" on the consolidated and combined statement of operations.

Note 5 – Equity Method Investments

On August 31, 2017, the Company completed the transaction in which the Company and Citizen each contributed certain upstream assets located in Oklahoma to a newly formed company, Roan, focused on the accelerated development of the Merge/SCOOP/STACK play. See Note 4 for additional information.

The Company uses the equity method of accounting for its investment in Roan. The Company's equity earnings (losses) consists of its share of Roan's earnings or losses and the amortization of the difference between the

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

Company's investment in Roan and Roan's underlying net assets attributable to certain assets. At both December 31, 2017, and August 31, 2017 (the date of the Roan Contribution), the Company owned 50% of Roan's outstanding units. The percentage ownership in Roan is subject to customary post-closing adjustments.

As discussed above, historically, a subsidiary of the Company owned the equity interest in Roan. However, following a series of internal restructuring transactions in connection with the separation, the equity interest in Roan will be owned by Linn Energy, Inc. and will no longer be affiliated with Riviera. As such, equity earnings (losses) in Roan will not be included in Riviera's consolidated financial statements in periods subsequent to the transactions.

At December 31, 2017, the carrying amount of the Company's investment in Roan of approximately $458 million was less than the Company's ownership interest in Roan's underlying net assets by approximately $346 million. The difference is attributable to proved and unproved oil and natural gas properties and is amortized over the lives of the related assets. Such amortization is included in the equity earnings (losses) from the Company's investment in Roan.

Impairment testing on the Company's investment in Roan is performed when events or circumstances warrant such testing and considers whether there is an inability to recover the carrying value of the investment that is other than temporary. No impairments occurred with respect to the Company's investment in Roan for the four months ended December 31, 2017.

Following are summarized statement of operations and balance sheet information for Roan.

Summarized Roan Resources LLC Statement of Operations Information

	Four Months Ended December 31, 2017
	(in thousands)
Revenues and other	$ 75,461
Expenses	61,790
Other income and (expenses)	(1,180)
Net income	$ 12,491

Summarized Roan Resources LLC Balance Sheet Information

	December 31, 2017
	(in thousands)
Current assets	$ 27,465
Noncurrent assets	1,826,741
	1,854,206
Current liabilities	149,409
Noncurrent liabilities	97,480
Members' equity	$ 1,607,317

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

Note 6 – Debt

The following summarizes outstanding debt reflected in the consolidated financial statements. All such debt instruments were issued by Linn Energy, LLC, and were guaranteed by its subsidiaries including certain subsidiaries of Riviera. These amounts are included in Riviera's consolidated and combined financial statements as the debt was fully used to support the operations of the Company.

	Successor December 31, 2017	Predecessor December 31, 2016
(in thousands, except percentages)		
Credit facility (1)	$ —	$ 1,654,745
Term loan (1)	—	284,241
6.50% senior notes due May 2019	—	562,234
6.25% senior notes due November 2019	—	581,402
8.625% senior notes due April 2020	—	718,596
12.00% senior secured second lien notes due December 2020	—	1,000,000
7.75% senior notes due February 2021	—	779,474
6.50% senior notes due September 2021	—	381,423
Net unamortized deferred financing fees	—	(1,257)
Total debt, net	—	5,960,858
Less current portion, net (2)	—	(1,937,729)
Less liabilities subject to compromise (3)	—	(4,023,129)
Long-term debt	$ —	$ —

(1) Variable interest rate of 5.50% at December 31, 2016.

(2) Due to covenant violations, the credit facility and term loan were classified as current at December 31, 2016.

(3) The senior notes and second lien notes were classified as liabilities subject to compromise at December 31, 2016. On the Effective Date, pursuant to the terms of the Plan, all outstanding amounts under these debt instruments were canceled.

Fair Value

The Company's debt is recorded at the carrying amount on the consolidated and combined balance sheet. The carrying amounts of the credit facilities and term loans approximate fair value because the interest rates are variable and reflective of market rates. The Company used a market approach to determine the fair value of the Predecessor's Second Lien Notes and senior notes using estimates based on prices quoted from third-party financial institutions, which is a Level 2 fair value measurement.

	Predecessor December 31, 2016	
(in thousands)	Carrying Value	Fair Value
Senior secured second lien notes	$1,000,000	$ 863,750
Senior notes, net	3,023,129	1,179,224

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

Revolving Credit Facility

On August 4, 2017, the LINN Energy entered into a credit agreement with Holdco II, as borrower, Royal Bank of Canada, as administrative agent, and the lenders and agents party thereto, providing for a new senior secured reserve-based revolving loan facility (the "Revolving Credit Facility") with $500 million in borrowing commitments and an initial borrowing base of $500 million. The maximum commitment amount was $425 million at December 31, 2017.

As of December 31, 2017, there were no borrowings outstanding under the Revolving Credit Facility and there was approximately $381 million of available borrowing capacity (which includes a $44 million reduction for outstanding letters of credit). The maturity date is August 4, 2020.

Redetermination of the borrowing base under the Revolving Credit Facility, based primarily on reserve reports using lender commodity price expectations at such time, occurs semi-annually, in April and October, with the first scheduled borrowing base redetermination to occur on March 15, 2018. At the Company's election, interest on borrowings under the Revolving Credit Facility is determined by reference to either the London Interbank Offered Rate ("LIBOR") plus an applicable margin ranging from 2.50% to 3.50% per annum or the alternate base rate ("ABR") plus an applicable margin ranging from 1.50% to 2.50% per annum, depending on utilization of the borrowing base. Interest is generally payable in arrears quarterly for loans bearing interest based at the ABR and at the end of the applicable interest period for loans bearing interest at the LIBOR, or if such interest period is longer than three months, at the end of the three month intervals during such interest period. The Company is required to pay a commitment fee to the lenders under the Revolving Credit Facility, which accrues at a rate per annum of 0.50% on the average daily unused amount of the available revolving loan commitments of the lenders.

The obligations under the Revolving Credit Facility are secured by mortgages covering approximately 85% of the total value of the proved reserves of the oil and natural gas properties of the Company and certain of its subsidiaries, along with liens on substantially all personal property of the Company and certain of its subsidiaries, and are guaranteed by the Company and certain of its subsidiaries, subject to customary exceptions. Under the Revolving Credit Facility, the Company is required to maintain (i) a maximum total net debt to last twelve months EBITDA ratio of 4.0 to 1.0, and (ii) a minimum adjusted current ratio of 1.0 to 1.0.

The Revolving Credit Facility also contains affirmative and negative covenants, including as to compliance with laws (including environmental laws, ERISA and anti-corruption laws), maintenance of required insurance, delivery of quarterly and annual financial statements, oil and gas engineering reports and budgets, maintenance and operation of property (including oil and gas properties), restrictions on the incurrence of liens and indebtedness, mergers, consolidations and sales of assets, paying dividends or other distributions in respect of, or repurchasing or redeeming, the Company's capital stock, making certain investments and transactions with affiliates.

The Revolving Credit Facility contains events of default and remedies customary for credit facilities of this nature. Failure to comply with the financial and other covenants in the Revolving Credit Facility would allow the lenders, subject to customary cure rights, to require immediate payment of all amounts outstanding under the Revolving Credit Facility.

In September 2017, the Company entered into an amendment to the Revolving Credit Facility to provide for, among other things, an increase in the size of the letter of credit subfacility from $25 million to $50 million.

Emergence Credit Facility

On the Effective Date, pursuant to the terms of the Plan, the Company entered into the Emergence Credit Facility with Holdco II as borrower and Wells Fargo Bank, National Association, as administrative agent, providing for:

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

1) a reserve-based revolving loan with an initial borrowing base of $1.4 billion and 2) a term loan in an original principal amount of $300 million. On May 31, 2017, the Company entered into the First Amendment and Consent to Credit Agreement, pursuant to which among other modifications: 1) the term loan was paid in full and terminated using cash proceeds from the Jonah Assets Sale, and 2) the borrowing base for the revolving loan was reduced to $1 billion with additional agreed upon reductions for the Company's other announced sales. In connection with the entry into the Revolving Credit Facility, the Emergence Credit Facility was terminated and repaid in full.

Predecessor's Credit Facility, Second Lien Notes and Senior Notes

On the Effective Date, pursuant to the terms of the Plan, all outstanding obligations under the Predecessor's credit facility, Second Lien Notes and senior notes were canceled. See Note 2 for additional information.

Predecessor Covenant Violations

The Company's filing of the Bankruptcy Petitions described in Note 2 constituted an event of default that accelerated the obligations under the Predecessor's credit facility, Second Lien Notes and senior notes. For the two months ended February 28, 2017, contractual interest, which was not recorded, on the Second Lien Notes and senior notes was approximately $57 million. Under the Bankruptcy Code, the creditors under these debt agreements were stayed from taking any action against the Company as a result of an event of default.

Predecessor's Senior Secured Second Lien Notes Due December 2020

On November 20, 2015, the Company issued $1.0 billion in aggregate principal amount of 12.00% senior secured second lien notes due December 2020 ("Second Lien Notes") in exchange for approximately $2.0 billion in aggregate principal amount of certain of its outstanding senior notes as follows:

	Par Value of Senior Notes Exchanged
	(in thousands)
6.50% senior notes due May 2019	$ 584,422
6.25% senior notes due November 2019	824,348
8.625% senior notes due April 2020	286,344
7.75% senior notes due February 2021	184,300
6.50% senior notes due September 2021	120,586
	$ 2,000,000

The exchanges were accounted for as a troubled debt restructuring ("TDR"). Since the total future cash payments of the new debt were less than the carrying amount of the previous debt, a gain of approximately $352 million was recognized for the year ended December 31, 2015, and included in "gain on extinguishment of debt" on the consolidated and combined statement of operations. TDR accounting requires that interest payments on the Second Lien Notes reduce the carrying value of the debt with no interest expense recognized.

Predecessor Repurchases of Senior Notes

During the year ended December 31, 2015, the Predecessor repurchased, through privately negotiated transactions and on the open market, approximately $927 million of its outstanding senior notes as follows:

- 6.50% senior notes due May 2019 – $53 million;
- 6.25% senior notes due November 2019 – $395 million;

- 8.625% senior notes due April 2020 – $295 million;
- 7.75% senior notes due February 2021 – $36 million; and
- 6.50% senior notes due September 2021 – $148 million.

In connection with the repurchases, the Predecessor paid approximately $553 million in cash and recorded a gain on extinguishment of debt of approximately $356 million for the year ended December 31, 2015.

Note 7 – Derivatives

Commodity Derivatives

Historically, the Company has hedged a portion of its forecasted production to reduce exposure to fluctuations in oil and natural gas prices and provide long-term cash flow predictability to manage its business. The current direct NGL hedging market is constrained in terms of price, volume, duration and number of counterparties, which limits the Company's ability to effectively hedge its NGL production. The Company has also hedged its exposure to differentials in certain operating areas but does not currently hedge exposure to oil or natural gas differentials.

The Company has historically entered into commodity hedging transactions primarily in the form of swap contracts that are designed to provide a fixed price, collars and, from time to time, put options that are designed to provide a fixed price floor with the opportunity for upside. The Company enters into these transactions with respect to a portion of its projected production or consumption to provide an economic hedge of the risk related to the future commodity prices received or paid. The Company does not enter into derivative contracts for trading purposes. The Company did not designate any of its contracts as cash flow hedges; therefore, the changes in fair value of these instruments are recorded in current earnings. See Note 8 for fair value disclosures about oil and natural gas commodity derivatives.

The following table presents derivative positions for the periods indicated as of December 31, 2017:

	2018	2019
Natural gas positions:		
Fixed price swaps (NYMEX Henry Hub):		
Hedged volume (MMMBtu)	69,715	11,315
Average price ($/MMBtu)	$ 3.02	$ 2.97
Oil positions:		
Fixed price swaps (NYMEX WTI):		
Hedged volume (MBbls)	548	—
Average price ($/Bbl)	$ 54.07	$ —
Collars (NYMEX WTI):		
Hedged volume (MBbls)	1,825	1,825
Average floor price ($/Bbl)	$ 50.00	$ 50.00
Average ceiling price ($/Bbl)	$ 55.50	$ 55.50

In April 2018, the Company canceled its oil collars for 2018 and 2019. The Company paid net cash settlements of approximately $20 million for the cancellations.

During the three months ended March 31, 2018, the Company entered into commodity derivative contracts consisting of natural gas basis swaps for March 2018 through December 2018 and natural gas fixed price swaps for January 2019 through December 2019.

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

During the ten months ended December 31, 2017, the Company entered into commodity derivative contracts consisting of oil swaps for January 2018 through December 2018 and natural gas swaps for January 2018 through December 2019. The Company did not enter into any commodity derivative contracts during the two months ended February 28, 2017.

In accordance with a Bankruptcy Court order dated August 16, 2016, the Company was authorized to enter into postpetition hedging arrangements. During the year ended December 31, 2016, the Company entered into commodity derivative contracts consisting of natural gas swaps for October 2016 through December 2019, oil swaps for November 2016 through December 2017, and oil collars for January 2018 through December 2019. In April 2016 and May 2016, in connection with the Company's restructuring efforts, the Company canceled (prior to the contract settlement dates) all of its then-outstanding derivative contracts for net proceeds of approximately $1.2 billion. The net proceeds were distributed to the Parent to make permanent repayments of a portion of the borrowings outstanding under the Parent's credit facility.

The natural gas derivatives are settled based on the closing price of NYMEX Henry Hub natural gas on the last trading day for the delivery month, which occurs on the third business day preceding the delivery month, or the relevant index prices of natural gas published in Inside FERC's Gas Market Report on the first business day of the delivery month. The oil derivatives are settled based on the average closing price of NYMEX WTI crude oil for each day of the delivery month.

Balance Sheet Presentation

The Company's commodity derivatives are presented on a net basis in "derivative instruments" on the consolidated and combined balance sheets. The following table summarizes the fair value of derivatives outstanding on a gross basis:

(in thousands)	Successor December 31, 2017	Predecessor December 31, 2016
Assets:		
Commodity derivatives	$ 22,589	$ 19,369
Liabilities:		
Commodity derivatives	$ 25,443	$ 113,226

By using derivative instruments to economically hedge exposures to changes in commodity prices, the Company exposes itself to credit risk and market risk. Credit risk is the failure of the counterparty to perform under the terms of the derivative contract. When the fair value of a derivative contract is positive, the counterparty owes the Company, which creates credit risk. The Company's counterparties are participants in the Revolving Credit Facility. The Revolving Credit Facility is secured by certain of the Company's and its subsidiaries' oil, natural gas and NGL reserves and personal property; therefore, the Company is not required to post any collateral. The Company does not receive collateral from its counterparties.

The maximum amount of loss due to credit risk that the Company would incur if its counterparties failed completely to perform according to the terms of the contracts, based on the gross fair value of financial instruments, was approximately $23 million at December 31, 2017. The Company minimizes the credit risk in derivative instruments by: (i) limiting its exposure to any single counterparty; (ii) entering into derivative instruments only with counterparties that meet the Company's minimum credit quality standard, or have a

guarantee from an affiliate that meets the Company's minimum credit quality standard; and (iii) monitoring the creditworthiness of the Company's counterparties on an ongoing basis. In accordance with the Company's standard practice, its commodity derivatives are subject to counterparty netting under agreements governing such derivatives and therefore the risk of loss due to counterparty nonperformance is somewhat mitigated.

Gains and Losses on Derivatives

Gains and losses on derivatives were net gains of approximately $14 million and $93 million for the ten months ended December 31, 2017, and the two months ended February 28, 2017, respectively. Gains and losses on derivatives were net losses of approximately $164 million for the year ended December 31, 2016, and net gains of approximately $1.0 billion for the year ended December 31, 2015. Gains and losses on derivatives are reported on the consolidated and combined statements of operations in "gains (losses) on oil and natural gas derivatives."

The Company received net cash settlements of approximately $27 million for the ten months ended December 31, 2017, and paid net cash settlements of approximately $12 million for the two months ended February 28, 2017. The Company received net cash settlements of approximately $861 million and $1.1 billion for the years ended December 31, 2016, and December 31, 2015, respectively. In addition, during the year ended December 31, 2016, approximately $841 million in settlements (primarily in connection with the April 2016 and May 2016 commodity derivative cancellations) were paid directly by the counterparties to the lenders under the Parent's credit facility as repayments of a portion of the borrowings outstanding.

Note 8 – Fair Value Measurements on a Recurring Basis

The Company accounts for its commodity derivatives at fair value (see Note 7) on a recurring basis. The Company determines the fair value of its oil and natural gas derivatives utilizing pricing models that use a variety of techniques, including market quotes and pricing analysis. Inputs to the pricing models include publicly available prices and forward price curves generated from a compilation of data gathered from third parties. Company management validates the data provided by third parties by understanding the pricing models used, obtaining market values from other pricing sources, analyzing pricing data in certain situations and confirming that those instruments trade in active markets. Assumed credit risk adjustments, based on published credit ratings and public bond yield spreads, are applied to the Company's commodity derivatives.

Fair Value Hierarchy

In accordance with applicable accounting standards, the Company has categorized its financial instruments into a three-level fair value hierarchy based on the priority of inputs to the valuation technique. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3).

Financial assets and liabilities recorded in the consolidated and combined balance sheets are categorized based on the inputs to the valuation techniques as follows:

Level 1 Financial assets and liabilities for which values are based on unadjusted quoted prices for identical assets or liabilities in an active market that management has the ability to access.

Level 2 Financial assets and liabilities for which values are based on quoted prices in markets that are not active or model inputs that are observable either directly or indirectly for substantially the full term of the asset or liability (commodity derivatives).

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

Level 3 Financial assets and liabilities for which values are based on prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement. These inputs reflect management's own assumptions about the assumptions a market participant would use in pricing the asset or liability.

When the inputs used to measure fair value fall within different levels of the hierarchy in a liquid environment, the level within which the fair value measurement is categorized is based on the lowest level input that is significant to the fair value measurement in its entirety. The Company conducts a review of fair value hierarchy classifications on a quarterly basis. Changes in the observability of valuation inputs may result in a reclassification for certain financial assets or liabilities.

The following presents the fair value hierarchy for assets and liabilities measured at fair value on a recurring basis:

	Successor		
	December 31, 2017		
	Level 2	Netting (1)	Total
	(in thousands)		
Assets:			
Commodity derivatives	$22,589	$(12,491)	$10,098
Liabilities:			
Commodity derivatives	$25,443	$(12,491)	$12,952

	Predecessor		
	December 31, 2016		
	Level 2	Netting (1)	Total
	(in thousands)		
Assets:			
Commodity derivatives	$ 19,369	$(19,369)	$ —
Liabilities:			
Commodity derivatives	$113,226	$(19,369)	$93,857

(1) Represents counterparty netting under agreements governing such derivatives.

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

Note 9 – Other Property and Equipment

Other property and equipment consists of the following:

(in thousands)	Successor December 31, 2017	Predecessor December 31, 2016
Natural gas plant and pipeline	$ 392,999	$ 421,806
Furniture and office equipment	39,551	105,353
Buildings and leasehold improvements	27,301	66,014
Vehicles	10,811	31,496
Land	6,776	3,736
Drilling and other equipment	3,291	8,082
	480,729	636,487
Less accumulated depreciation	(28,658)	(224,547)
Less other property and equipment, net – discontinued operations	—	(11,402)
	$ 452,071	$ 400,538

Note 10 – Asset Retirement Obligations

The Company has the obligation to plug and abandon oil and natural gas wells and related equipment at the end of production operations. Estimated asset retirement costs are recognized as liabilities with an increase to the carrying amounts of the related long-lived assets when the obligation is incurred. The liabilities are included in “other accrued liabilities” and “other noncurrent liabilities” on the consolidated and combined balance sheets. Accretion expense is included in “depreciation, depletion and amortization” on the consolidated and combined statements of operations. The fair value of additions to the asset retirement obligations is estimated using valuation techniques that convert future cash flows to a single discounted amount. Significant inputs to the valuation include estimates of: (i) plug and abandon costs per well based on existing regulatory requirements; (ii) remaining life per well; (iii) future inflation factors; and (iv) a credit-adjusted risk-free interest rate. These inputs require significant judgments and estimates by the Company’s management at the time of the valuation and are the most sensitive and subject to change.

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

The following table presents a reconciliation of the Company's asset retirement obligations:

(in thousands)	Successor	Predecessor	
	Ten Months Ended December 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016
Asset retirement obligations at beginning of period	$ 357,397	$ 402,162	$ 385,978
Liabilities added from drilling	551	146	446
Liabilities added from acquisitions	—	—	1,416
Liabilities associated with assets divested	(158,228)	—	—
Liabilities associated with assets held for sale	(42,001)	—	—
Current year accretion expense	14,995	4,024	23,661
Settlements	(8,189)	(618)	(8,614)
Revision of estimates	28	—	(725)
Fresh start adjustment (1)	—	(48,317)	—
	164,553	357,397	402,162
Less asset retirement obligations – discontinued operations	—	(26,978)	(38,042)
Asset retirement obligations at end of period	$ 164,553	$ 330,419	$ 364,120

(1) As a result of the application of fresh start accounting, the Successor recorded its asset retirement obligations at fair value as of the Effective Date.

Note 11 – Commitments and Contingencies

On May 11, 2016, the Debtors filed Bankruptcy Petitions for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court. The Debtors' Chapter 11 cases were administered jointly under the caption In re Linn Energy, LLC, et al., Case No. 16-60040. On January 27, 2017, the Bankruptcy Court entered the Confirmation Order. Consummation of the Plan was subject to certain conditions set forth in the Plan. On the Effective Date, all of the conditions were satisfied or waived and the Plan became effective and was implemented in accordance with its terms. The Debtors Chapter 11 cases will remain pending until the final resolution of all outstanding claims.

The commencement of the Chapter 11 proceedings automatically stayed certain actions against the Company, including actions to collect prepetition liabilities or to exercise control over the property of the Company's bankruptcy estates. However, the Company is, and will continue to be until the final resolution of all claims, subject to certain contested matters and adversary proceedings stemming from the Chapter 11 proceedings.

In March 2017, Wells Fargo Bank, National Association ("Wells Fargo"), the administrative agent under the Parent's credit facility, filed a motion in the Bankruptcy Court seeking payment of post-petition default interest of approximately $31 million. LINN Energy has vigorously disputed that Wells Fargo is entitled to any default interest based on the plain language of the Plan and Confirmation Order. On November 13, 2017, the Bankruptcy Court ruled that the secured lenders are not entitled to payment of post-petition default interest. That ruling was appealed by Wells Fargo and on March 29, 2018, the District Court affirmed the Bankruptcy Court's ruling.

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

The Company is not currently a party to any litigation or pending claims that it believes would have a material adverse effect on its overall business, financial position, results of operations or liquidity; however, cash flow could be significantly impacted in the reporting periods in which such matters are resolved.

Except for in connection with its Chapter 11 proceedings, the Company made no significant payments to settle any legal, environmental or tax proceedings during the years ended December 31, 2017, December 31, 2016, and December 31, 2015. See Note 3 for additional information about payments made upon the Company's emergence from Chapter 11 bankruptcy. The Company regularly analyzes current information and accrues for probable liabilities on the disposition of certain matters as necessary. Liabilities for loss contingencies arising from claims, assessments, litigation or other sources are recorded when it is probable that a liability has been incurred and the amount can be reasonably estimated.

Note 12 – Operating Leases

The Company leases office space and other property and equipment under lease agreements expiring on various dates through 2021. The Company recognized expense under operating leases of approximately $6 million, $1 million, $9 million and $15 million for the ten months ended December 31, 2017, the two months ended February 28, 2017, and the years ended December 31, 2016, and December 31, 2015, respectively.

As of December 31, 2017, future minimum lease payments were as follows (in thousands):

2018	$2,812
2019	2,005
2020	463
2021	12
2022	—
Thereafter	—
	$5,292

Note 13 – Share-Based Compensation and Other Benefits

The consolidated and combined financial statements include 100% of the Parent's employee-related expenses, as its personnel were employed by Linn Operating, a subsidiary of LINN Energy that will be included with Riviera as part of the separation. Compensation cost related to the grant of share-based awards has been recorded at the subsidiary level with a corresponding credit to equity, representing the Parent's capital contribution.

The Parent had no equity awards outstanding as of December 31, 2016. In accordance with the Plan, in February 2017, LINN Energy implemented the Linn Energy, Inc. 2017 Omnibus Incentive Plan (the "Omnibus Incentive Plan") pursuant to which employees and consultants of the Company and its affiliates are eligible to receive stock options, restricted stock, performance awards, other stock-based awards and other cash-based awards.

Accounting for Share-Based Compensation

The Company recognizes expense for share-based compensation over the requisite service period in an amount equal to the fair value of share-based awards granted. The fair value of share-based awards, excluding liability awards, is computed at the date of grant and is not remeasured. The fair value of liability awards is remeasured at each reporting date through the settlement date with the change in fair value recognized as compensation expense over that period. The Company had no outstanding liability awards as of December 31, 2017. The Company has

made a policy decision to recognize compensation expense for service-based awards on a straight-line basis over the requisite service period for the entire award. Beginning in 2017, the Company accounts for forfeitures as they occur.

The Parent's restricted stock units are equity-classified on the consolidated balance sheet.. The fair value of the Parent's restricted stock units was determined based on the fair value of the Parent's shares on the date of grant and the fair value of the incentive interest awards in the form of Class B units (Class A-2 units upon conversion) was initially determined based on the estimated amount to settle the awards and the fair value of the awards at the date of the conversion became the measurement basis from that point forward.

A summary of share-based compensation expenses included on the consolidated and combined statements of operations is presented below:

	Successor		Predecessor	
(in thousands)	Ten Months Ended December 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
General and administrative expenses	$ 41,285	$ 50,255	$ 34,268	$ 47,312
Lease operating expenses	—	—	9,950	8,824
Total share-based compensation expenses	$ 41,285	$ 50,255	$ 44,218	$ 56,136
Income tax benefit	$ 9,861	$ 5,170	$ 16,339	$ 20,742

Restricted Stock Units

On the Effective Date, LINN Energy granted to certain employees 2,478,606 restricted stock units. During the ten months ended December 31, 2017, LINN Energy granted to certain employees 1,340,350 restricted stock units from the remaining share reserve. The restricted stock units vest over three years.

Upon a participant's termination of employment and/or service (as applicable), LINN Energy has the right (but not the obligation) to repurchase all or any portion of the shares of LINN Energy's Class A common stock acquired pursuant to an award at a price equal to the fair market value (as determined under the Omnibus Incentive Plan) of the shares of LINN Energy's Class A common stock to be repurchased, measured as of the date of LINN Energy's repurchase notice. In addition, the Compensation Committee has approved a one-time liquidity program under which LINN Energy has agreed to 1) settle all or a portion of an eligible participant's restricted stock units vesting on or before March 1, 2018 in cash and/or 2) repurchase all or a portion of any shares of LINN Energy's Class A common stock held by an eligible participant as a result of a prior vesting of restricted stock units, in each case at an agreed upon price (the "Liquidity Program"). Only those participants that executed the waiver of certain rights under the Omnibus Incentive Plan described above are eligible to participate in the Liquidity Program.

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

The following summarizes the Company's restricted stock units activity:

	Number of Nonvested Units	Weighted Average Grant-Date Fair Value Per Unit
Nonvested units at February 28, 2017 (Predecessor)	—	$ —
Granted	2,478,606	$ 22.19
Vested	(619,665)	$ 22.19
Nonvested units at February 28, 2017 (Successor)	1,858,941	$ 22.19
Granted	1,340,350	$ 29.29
Vested	(51,839)	$ 27.86
Forfeited	(187,148)	$ 28.38
Nonvested units at December 31, 2017 (Successor)	2,960,304	$ 24.92

The total fair value of restricted stock units that vested was approximately $2 million and $14 million for the ten months ended December 31, 2017, and on February 28, 2017, respectively. As of December 31, 2017, there was approximately $49 million of unrecognized compensation cost related to nonvested restricted stock units. The cost is expected to be recognized over a weighted average period of approximately 2.16 years.

Holdco Incentive Interest Plan

On the Effective Date, Linn Energy Holdco LLC ("Holdco"), a subsidiary of the Parent, granted incentive interest awards to certain members of the Company's management in the form of 3,470,051 Class B units, which are intended to qualify as "profits interests" for U.S. income tax purposes. The Class B units vested 25% on the Effective Date and the remaining amount vest ratably over the following three years. In accordance with the terms of the Limited Liability Company Operating Agreement of Holdco, on July 31, 2017, all of the Class B units were converted to Class A-2 units of Holdco. The Class A-2 units will continue to vest over three years. The total fair value of Class B units that vested was approximately $28 million on February 28, 2017. As of December 31, 2017, there was approximately $61 million of unrecognized compensation cost related to nonvested Class A-2 units of Holdco. The cost is expected to be recognized over a weighted average period of approximately 2.16 years.

Compensation cost related to the grant of Holdco's Class B units and Class A-2 units has been recorded at the subsidiary level with a corresponding credit to equity, representing the Parent's capital contribution.

Linn Energy, LLC's Incentive Plan Summary

Linn Energy, LLC's Amended and Restated Long-Term Incentive Plan, as amended (the "LTIP), was effective from December 2005 through February 28, 2017. The LTIP permitted grants of unrestricted units, restricted units, stock options and performance awards to employees, consultants and nonemployee directors. In December 2016, the Company canceled all of its then-outstanding nonvested restricted units, phantom units and performance unit awards, as well as its then-outstanding unit options, without consideration given to the employees. As a result, the Company recognized unit-based compensation expenses of approximately $14 million for the year ended December 31, 2016, associated with previously unrecognized compensation costs for awards that were canceled before the completion of the requisite service period.

Defined Contribution Plan

The Company sponsors a 401(k) defined contribution plan for eligible employees. For 2017, Company contributions to the 401(k) plan consisted of a discretionary matching contribution equal to 100% of the first 4% of eligible compensation contributed by the employee on a before-tax basis. For the years 2016 and 2015, Company contributions to the 401(k) plan consisted of a discretionary matching contribution equal to 100% of the first 6% of eligible compensation contributed by the employee on a before-tax basis. The Company contributed approximately $3 million, $812,000, $9 million and $11 million during the ten months ended December 31, 2017, the two months ended February 28, 2017, and the years ended December 31, 2016, and December 31, 2015, respectively, to the 401(k) plan's trustee account. The 401(k) plan funds are held in a trustee account on behalf of the plan participants.

Note 14 – Income Taxes

The income tax amounts in these consolidated and combined financial statements have been calculated based on a separate income tax return methodology and presented as if the Company's operations were separate taxpayers in the respective jurisdictions.

The Successor was formed as a C corporation. For federal and state income tax purposes (with the exception of the state of Texas), the Predecessor was a limited liability company treated as a partnership, in which income tax liabilities and/or benefits were passed through to the Predecessor's unitholders. Limited liability companies are subject to Texas margin tax. In addition, certain of the Predecessor's subsidiaries were C corporations subject to federal and state income taxes. As such, with the exception of the state of Texas and certain subsidiaries, the Predecessor did not directly pay federal and state income taxes and recognition was not given to federal and state income taxes for the operations of the Predecessor.

The deferred tax effects of LINN Energy's change to a C corporation are included in income from continuing operations for the two months ended February 28, 2017. Amounts recognized as income taxes are included in "income tax expense (benefit)," as well as discontinued operations, on the consolidated and combined statements of operations.

On December 22, 2017, H.R. 1 (the "Tax Cuts and Jobs Act") was signed into law. The Company conducted an assessment of the impact of the Tax Cuts and Jobs Act and concluded that a noncash charge of approximately $101 million for the ten months ended December 31, 2017, against net deferred income taxes was necessary due to the decrease in the statutory federal income tax rate from 35% to 21%. This charge is included in "income tax expense (benefit)" on the consolidated statement of operations and resulted in a 13.6% increase in the Company's effective tax rate for the ten months ended December 31, 2017.

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

Income tax expense (benefit) consisted of the following:

(in thousands)	Successor	Predecessor		
	Ten Months Ended December 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Current taxes:				
Federal	$ 7,140	$ —	$ (494)	$ (12,021)
State	2	—	427	1,108
Deferred taxes:				
Federal	366,992	—	11,582	8,237
State	15,780	(166)	(215)	(3,631)
	$ 389,914	$ (166)	$ 11,300	$ (6,307)

As of December 31, 2017, the Company had approximately $60 million of net operating loss carryforwards for federal income tax purposes which will begin expiring in 2038.

A reconciliation of the federal statutory tax rate to the effective tax rate is as follows:

	Successor	Predecessor		
	Ten Months Ended December 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Federal statutory rate	35.0%	35.0%	35.0%	35.0%
Federal statutory rate change	13.6	—	—	—
State, net of federal tax benefit	2.6	—	0.7	0.1
Loss excluded from nontaxable entities	—	(35.0)	(23.4)	(34.7)
Other	1.3	—	(15.7)	(0.2)
Effective rate	52.5%	—%	(3.4)%	0.2%

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

Significant components of the deferred tax assets and liabilities were as follows:

(in thousands)	Successor December 31, 2017	Predecessor December 31, 2016
Deferred tax assets:		
Net operating loss carryforwards	$ 14,615	$ 1,730
Share-based compensation	5,667	—
Reorganization items	—	14,932
Oil and natural gas properties	171,425	—
Valuation allowance	—	(19,558)
Other	10,918	10,030
Total deferred tax assets	202,625	7,134
Deferred tax liabilities:		
Equity investment in Roan	(14,087)	—
Property and equipment principally due to differences in depreciation	—	(7,021)
Other	—	(279)
Total deferred tax liabilities	(14,087)	(7,300)
Net deferred tax assets (liabilities)	$ 188,538	$ (166)

The net deferred tax assets are recorded in “deferred income taxes” and the net deferred tax liabilities are recorded in “other noncurrent liabilities” on the consolidated and combined balance sheets at December 31, 2017, and December 31, 2016, respectively.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income and tax planning strategies in making this assessment. At December 31, 2017, based upon the projections for future taxable income over the periods in which the deferred tax assets are deductible, management believes it is more likely than not that the Company will realize the benefits of these deductible differences.

In accordance with the applicable accounting standards, the Company recognizes only the impact of income tax positions that, based on their merits, are more likely than not to be sustained upon audit by a taxing authority. To evaluate its current tax positions in order to identify any material uncertain tax positions, the Company developed a policy of identifying and evaluating uncertain tax positions that considers support for each tax position, industry standards, tax return disclosures and schedules and the significance of each position. It is the Company’s policy to recognize interest and penalties, if any, related to unrecognized tax benefits in income tax expense. The Company had no material uncertain tax positions at December 31, 2017, or December 31, 2016. The tax years 2016 and 2017 remain open to examination for federal and state income tax purposes.

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

Note 15 – Supplemental Disclosures to the Consolidated and Combined Balance Sheets and Consolidated and Combined Statements of Cash Flows

"Other current assets" reported on the consolidated and Combined balance sheets include the following:

(in thousands)	Successor December 31, 2017	Predecessor December 31, 2016
Prepaids	$ 43,150	$ 70,116
Receivable from related party	23,163	—
Inventories	7,667	15,097
Deferred financing fees	—	16,809
Other	2,703	3,288
Other current assets	$ 76,683	$ 105,310

"Other accrued liabilities" reported on the consolidated and combined balance sheets include the following:

(in thousands)	Successor December 31, 2017	Predecessor December 31, 2016
Accrued compensation	$ 29,089	$ 16,443
Asset retirement obligations (current portion)	3,926	9,361
Deposits	15,349	—
Income taxes payable	7,009	—
Other	2,757	28
Other accrued liabilities	$ 58,130	$ 25,832

The following table provides a reconciliation of cash and cash equivalents on the consolidated and combined balance sheets to cash, cash equivalents and restricted cash on the consolidated and combined statements of cash flows:

(in thousands)	Successor December 31, 2017	Predecessor December 31, 2016
Cash and cash equivalents	$ 464,477	$ 478,417
Restricted cash	56,445	1,602
Other noncurrent assets	—	7,775
Cash, cash equivalents and restricted cash	$ 520,922	$ 487,794

RIVIERA RESOURCES, LLC

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS—Continued

Supplemental disclosures to the consolidated and combined statements of cash flows are presented below:

(in thousands)	Successor	Predecessor		
	Ten Months Ended December 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Cash payments for interest, net of amounts capitalized	$ 15,165	$ 17,651	$ 143,305	$ 476,077
Cash payments for income taxes	$ 275	$ —	$ 4,060	$ 193
Cash payments for reorganization items, net	$ 11,889	$ 21,571	$ 37,748	$ —
Noncash investing activities:				
Accrued capital expenditures	$ 31,447	$ 22,191	$ 31,128	$ 71,105

For purposes of the consolidated and combined statements of cash flows, the Company considers all highly liquid short-term investments with original maturities of three months or less to be cash equivalents. At December 31, 2017, “restricted cash” on the consolidated balance sheet consists of approximately $36 million that will be used to settle certain claims in accordance with the Plan (which is the remainder of approximately $80 million transferred to restricted cash in February 2017 to fund such items), approximately $15 million related to deposits and approximately $5 million for other items. At December 31, 2016, “restricted cash” on the consolidated and combined balance sheet represents amounts restricted related to utility services providers. In addition, restricted cash of approximately $8 million is included in “other noncurrent assets” on the consolidated and combined balance sheet at December 31, 2016, and represents cash deposited by the Company into a separate account designated for asset retirement obligations in accordance with contractual agreements.

At December 31, 2016, net outstanding checks of approximately $5 million were reclassified and included in “accounts payable and accrued expenses” on the consolidated and combined balance sheet. The change in net outstanding checks is presented as cash flows from financing activities and included in “other” on the consolidated and combined statements of cash flows.

In November 2015, the Company issued $1.0 billion in aggregate principal amount of Second Lien Notes in exchange for approximately $2.0 billion in aggregate principal amount of certain of its outstanding senior notes (see Note 6). In addition, during the year ended December 31, 2016, approximately $841 million in commodity derivative settlements (primarily in connection with the April 2016 and May 2016 commodity derivative cancellations) were paid directly by the counterparties to the lenders under the Parent’s credit facility as repayments of a portion of the borrowings outstanding, and are reflected as noncash transactions by the Company.

Note 16 – Significant Customers

The Company has a concentration of customers who are engaged in oil and natural gas purchasing, transportation and/or refining within the U.S. This concentration of customers may impact the Company’s overall exposure to credit risk, either positively or negatively, in that the customers may be similarly affected by changes in economic or other conditions. The Company’s customers consist primarily of major oil and natural gas purchasers and the Company generally does not require collateral since it has not experienced significant credit losses on such sales. The Company routinely assesses the recoverability of all material trade and other receivables to determine collectibility (see Note 1).

For the ten months ended December 31, 2017, the two months ended February 28, 2017, and the years ended December 31, 2016, and December 31, 2015, no individual customer exceeded 10% of the Company's sales.

At December 31, 2017, and December 31, 2016, no individual customer exceeded 10% of the Company's receivables.

Note 17 – Related Party Transactions

Roan Resources LLC

On August 31, 2017, the Company completed the transaction in which the Company and Citizen each contributed certain upstream assets located in Oklahoma to a newly formed company, Roan. In exchange for their respective contributions, the Company and Citizen each received a 50% equity interest in Roan, subject to customary post-closing adjustments. See Note 4 for additional information. Also on such date, Roan entered into a Master Services Agreement (the "MSA") with Linn Operating, a subsidiary of Riviera, pursuant to which Linn Operating will provide certain operating, administrative and other services in respect of the assets contributed to Roan during a transitional period.

Under the MSA, Roan will reimburse Linn Operating for certain costs and expenses incurred by Linn Operating in connection with providing the services, and Roan will pay to Linn Operating a service fee of $1.25 million per month, prorated for partial months. The termination of the MSA will be the earliest of: (a) mutual agreement of the parties; (b) upon 30 days' prior written notice from Roan to Linn Operating; (c) upon five days' prior written notice from Linn Operating to Roan of a material default by Roan under the MSA, provided Linn Operating must have provided prior written notice to Roan of such material default providing Roan 10 days to cure such material default and such material default has not been cured by the end of the 10 day time period; and (d) eight months from the date of the MSA.

For the four months ended December 31, 2017, the Company recognized service fees of approximately $5 million as a reduction to general and administrative expenses. The Company had approximately $23 million due from Roan, primarily associated with capital spending, included in "other current assets" and approximately $18 million due to Roan, primarily associated with joint interest billings and natural gas purchases, included in "accounts payable and accrued expenses" on the consolidated balance sheet at December 31, 2017.

RIVIERA RESOURCES, LLC

SUPPLEMENTAL OIL AND NATURAL GAS DATA (Unaudited)

The following discussion and analysis should be read in conjunction with the "Consolidated and Combined Financial Statements" and "Notes to Consolidated and Combined Financial Statements."

Costs Incurred in Oil and Natural Gas Property Acquisition, Exploration and Development Activities

Costs incurred in oil and natural gas property acquisition, exploration and development, whether capitalized or expensed, are presented below:

(in thousands)	Successor	Predecessor		
	Ten Months Ended December 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Riviera:				
Property acquisition costs:				
Proved	$ —	$ —	$ —	$ —
Unproved	—	—	—	—
Exploration costs	103,689	15,153	40,074	19,929
Development costs	96,178	24,256	86,053	264,227
Asset retirement costs	376	312	112	3,331
Total costs incurred – continuing operations	$ 200,243	$ 39,721	$ 126,239	$ 287,487
Total costs incurred – discontinued operations	$ 1,313	$ 269	$ 307	$ 34,622

	Four Months Ended December 31, 2017 (in thousands)
Equity method investments (1)	
Property acquisition costs:	
Proved	$ —
Unproved	6,851
Exploration costs	3,626
Development costs	89,585
Total costs incurred	$ 100,062

(1) Represents the Company's 50% equity interest in Roan. Costs incurred of Roan for 2017 is for the period from September 1, 2017 through December 31, 2017.

RIVIERA RESOURCES, LLC

SUPPLEMENTAL OIL AND NATURAL GAS DATA (Unaudited)—Continued

Oil and Natural Gas Capitalized Costs

Aggregate capitalized costs related to oil, natural gas and NGL production activities with applicable accumulated depletion and amortization are presented below:

(in thousands)	Successor December 31, 2017	Predecessor December 31, 2016
Riviera:		
Proved properties	$ 904,390	$12,234,099
Unproved properties	45,693	998,860
	950,083	13,232,959
Less accumulated depletion and amortization	(49,619)	(9,999,560)
	900,464	3,233,399
Less oil and natural gas capitalized costs, net – discontinued operations	—	(728,190)
	$ 900,464	$ 2,505,209

	December 31, 2017 (in thousands)
Equity Method Investments: [1]	
Proved properties	$ 400,682
Unproved properties	538,703
	939,385
Less accumulated depletion and amortization	(28,441)
	$ 910,944

(1) Represents the Company’s 50% equity interest in Roan.

RIVIERA RESOURCES, LLC

SUPPLEMENTAL OIL AND NATURAL GAS DATA (Unaudited)—Continued

Results of Oil and Natural Gas Producing Activities

The results of operations for oil, natural gas and NGL producing activities (excluding corporate overhead and interest costs):

(in thousands)	Successor	Predecessor		
	Ten Months Ended December 31, 2017	Two Months Ended February 28, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Riviera:				
Revenues and other:				
Oil, natural gas and natural gas liquids sales	$ 709,363	$ 188,885	$ 874,161	$ 1,065,795
Gains (losses) on oil and natural gas derivatives	13,533	92,691	(164,330)	1,027,014
	722,896	281,576	709,831	2,092,809
Production costs:				
Lease operating expenses	208,446	49,665	296,891	352,077
Transportation expenses	113,128	25,972	161,574	167,023
Severance taxes and ad valorem taxes	47,411	14,851	66,616	97,732
	368,985	90,488	525,081	616,832
Other costs:				
Exploration costs	3,137	93	4,080	9,473
Depletion and amortization	101,360	39,689	295,889	471,046
Impairment of long-lived assets	—	—	165,044	4,960,144
(Gains) losses on sale of assets and other, net	(678,200)	18	417	(199,296)
Income tax benefit	(4,640)	(166)	(649)	(2,721)
	(578,343)	39,634	464,781	5,238,646
Results of operations – continuing operations	$ 932,254	$ 151,454	$ (280,031)	$(3,762,669)
Results of operations – discontinued operations	$ 142,175	$ 1,246	$ (9,773)	$ 14,079

RIVIERA RESOURCES, LLC

SUPPLEMENTAL OIL AND NATURAL GAS DATA (Unaudited)—Continued

There is no federal tax provision included in the Predecessor's results above because the Predecessor's subsidiaries subject to federal income taxes did not own any of the Predecessor's oil and natural gas interests. Limited liability companies are subject to Texas margin tax. See Note 14 for additional information about income taxes.

	Four Months Ended December 31, 2017
	(in thousands)
Equity Method Investments: (1)	
Revenues and other:	
Oil, natural gas and natural gas liquids sales	$ 42,322
Losses on oil and natural gas derivatives	(4,591)
	37,731
Production costs:	
Lease operating expenses	4,102
Transportation expenses	4,576
Severance taxes and ad valorem taxes	1,026
	9,704
Other costs:	
Exploration costs	3,626
Depletion and amortization	11,371
	14,997
Results of operations	$ 13,030

(1) Represents the Company's 50% equity interest in Roan. Results of oil and natural gas producing activities of Roan for 2017 is for the period from September 1, 2017 through December 31, 2017.

There is no tax provision included in Roan's results above because Roan is not subject to federal income taxes.

RIVIERA RESOURCES, LLC

SUPPLEMENTAL OIL AND NATURAL GAS DATA (Unaudited)—Continued

Proved Oil, Natural Gas and NGL Reserves

The proved reserves of oil, natural gas and NGL of the Company have been prepared by the independent engineering firm, DeGolyer and MacNaughton. In accordance with Securities and Exchange Commission ("SEC") regulations, reserves at December 31, 2017, December 31, 2016, and December 31, 2015, were estimated using the average price during the 12-month period, determined as an unweighted average of the first-day-of-the-month price for each month, excluding escalations based upon future conditions. An analysis of the change in estimated quantities of oil, natural gas and NGL reserves, all of which are located within the U.S., is shown below:

	Successor					
	Year Ended December 31, 2017					
	Natural Gas (Bcf)	Oil (MMBbls)	NGL (MMBbls)	Total Continuing Operations (Bcfe)	Total Discontinued Operations (Bcfe)	Total (Bcfe)
Riviera:						
Proved developed and undeveloped reserves:						
Beginning of year	2,290	72.6	104.1	3,350	170	3,520
Revisions of previous estimates	(102)	(5.6)	9.7	(78)	—	(78)
Sales of minerals in place	(754)	(37.0)	(39.6)	(1,213)	(164)	(1,377)
Extensions and discoveries	90	3.7	4.9	142	—	142
Production	(147)	(6.6)	(7.6)	(233)	(6)	(239)
End of year	1,377	27.1	71.5	1,968	—	1,968
Proved developed reserves:						
Beginning of year	2,118	66.7	94.4	3,084	170	3,254
End of year	1,323	27.0	70.5	1,908	—	1,908
Proved undeveloped reserves:						
Beginning of year	172	5.9	9.7	266	—	266
End of year	54	0.1	1.0	60	—	60

	Four Months Ended December 31, 2017			
	Natural Gas (Bcf)	Oil (MMBbls)	NGL (MMBbls)	Total (Bcfe)
Equity Method Investments: (1)				
Proved developed and undeveloped reserves:				
Beginning of period	173	10.3	17.8	342
Revisions of previous estimates	(14)	(2.6)	(1.9)	(42)
Extensions and discoveries	189	11.4	24.3	403
Production	(5)	(0.4)	(0.4)	(9)
End of year	343	18.7	39.8	694
Proved developed reserves:				
Beginning of year	95	4.5	7.9	169
End of year	130	6.2	12.0	239
Proved undeveloped reserves:				
Beginning of year	78	5.8	9.9	173
End of year	213	12.5	27.8	455

(1) Represents the Company's 50% equity interest in Roan.

RIVIERA RESOURCES, LLC

SUPPLEMENTAL OIL AND NATURAL GAS DATA (Unaudited)—Continued

	Predecessor Year Ended December 31, 2016					
	Natural Gas (Bcf)	Oil (MMBbls)	NGL (MMBbls)	Total Continuing Operations (Bcfe)	Total Discontinued Operations (Bcfe)	Total (Bcfe)
Riviera:						
Proved developed and undeveloped reserves:						
Beginning of year	2,212	74.3	97.0	3,240	195	3,435
Revisions of previous estimates	—	(3.8)	1.2	(16)	(13)	(29)
Extensions and discoveries	265	10.1	15.2	417	—	417
Production	(187)	(8.0)	(9.3)	(291)	(12)	(303)
End of year	2,290	72.6	104.1	3,350	170	3,520
Proved developed reserves:						
Beginning of year	2,212	74.3	97.0	3,240	195	3,435
End of year	2,118	66.7	94.4	3,084	170	3,254
Proved undeveloped reserves:						
Beginning of year	—	—	—	—	—	—
End of year	172	5.9	9.7	266	—	266

	Predecessor Year Ended December 31, 2015					
	Natural Gas (Bcf)	Oil (MMBbls)	NGL (MMBbls)	Total Continuing Operations (Bcfe)	Total Discontinued Operations (Bcfe)	Total (Bcfe)
Riviera:						
Proved developed and undeveloped reserves:						
Beginning of year	3,552	147.8	146.3	5,318	313	5,631
Revisions of previous estimates	(1,137)	(62.4)	(38.7)	(1,743)	(112)	(1,855)
Sales of minerals in place	(13)	(4.1)	(2.0)	(50)	—	(50)
Extensions and discoveries	10	3.0	0.8	32	5	37
Production	(200)	(10.0)	(9.4)	(317)	(11)	(328)
End of year	2,212	74.3	97.0	3,240	195	3,435
Proved developed reserves:						
Beginning of year	2,981	104.2	117.5	4,312	240	4,552
End of year	2,212	74.3	97.0	3,240	195	3,435
Proved undeveloped reserves:						
Beginning of year	571	43.6	28.8	1,006	73	1,079
End of year	—	—	—	—	—	—

The tables above include changes in estimated quantities of oil and NGL reserves shown in Mcf equivalents using the ratio of one barrel to six Mcf. Reserves for the Company's California properties are reported as discontinued operations for all periods presented.

RIVIERA RESOURCES, LLC

SUPPLEMENTAL OIL AND NATURAL GAS DATA (Unaudited)—Continued

Proved reserves from continuing operations decreased by approximately 1,382 Bcfe to approximately 1,968 Bcfe for the year ended December 31, 2017, from 3,350 Bcfe for the year ended December 31, 2016. The year ended December 31, 2017, includes approximately 78 Bcfe of negative revisions of previous estimates (264 Bcfe of negative revisions due to asset performance partially offset by 186 Bcfe of positive revisions due to higher commodity prices). During the year ended December 31, 2017, several divestitures decreased reserves by approximately 1,213 Bcfe (see Note 4 for additional information of divestitures). In addition, extensions and discoveries, primarily from 90 productive wells drilled during the year, contributed approximately 142 Bcfe to the increase in proved reserves.

Proved reserves from continuing operations increased by approximately 110 Bcfe to approximately 3,350 Bcfe for the year ended December 31, 2016, from 3,240 Bcfe for the year ended December 31, 2015. The year ended December 31, 2016, includes approximately 16 Bcfe of negative revisions of previous estimates (97 Bcfe of negative revisions due to lower commodity prices partially offset by 81 Bcfe of positive revisions due to asset performance). In addition, extensions and discoveries, primarily from 211 productive wells drilled during the year, contributed approximately 417 Bcfe to the increase in proved reserves.

Proved reserves from continuing operations decreased by approximately 2,078 Bcfe to approximately 3,240 Bcfe for the year ended December 31, 2015, from 5,318 Bcfe for the year ended December 31, 2014. The year ended December 31, 2015, includes approximately 1,743 Bcfe of negative revisions of previous estimates (1,332 Bcfe due to lower commodity prices, 197 Bcfe due to uncertainty regarding the Company’s future commitment to capital and 237 Bcfe due to the SEC five-year development limitation on PUDs, partially offset by 23 Bcfe of positive revisions due to asset performance). During the year ended December 31, 2015, divestitures including the Howard County Assets Sale decreased proved reserves by approximately 50 Bcfe. In addition, extensions and discoveries, primarily from 388 productive wells drilled during the year, contributed approximately 32 Bcfe to the increase in proved reserves. As a result of the uncertainty regarding the Company’s future commitment to capital, the Company reclassified all of its PUDs to unproved at December 31, 2015.

RIVIERA RESOURCES, LLC

SUPPLEMENTAL OIL AND NATURAL GAS DATA (Unaudited)—Continued

Standardized Measure of Discounted Future Net Cash Flows and Changes Therein Relating to Proved Reserves

Information with respect to the standardized measure of discounted future net cash flows relating to proved reserves is summarized below. Future cash inflows are computed by applying applicable prices relating to the Company's proved reserves to the year-end quantities of those reserves. Future production, development, site restoration and abandonment costs are derived based on current costs assuming continuation of existing economic conditions. Future income tax expenses are calculated by applying the year-end statutory tax rates (with consideration of any known future changes) to the pretax net cash flows, reduced by the applicable tax basis and giving effect to any tax deductions, tax credits and allowances relating to the proved oil and natural gas reserves. There are no future income tax expenses at December 31, 2016, or December 31, 2015, because the Predecessor was not subject to federal income taxes. Limited liability companies are subject to Texas margin tax; however, these amounts were not material. See Note 14 for additional information about income taxes.

	December 31,		
	2017	2016	2015
		(in thousands)	
Riviera:			
Future cash inflows	$ 6,730,186	$ 9,856,698	$10,396,598
Future production costs	(3,810,932)	(5,755,460)	(6,576,424)
Future development costs	(486,989)	(917,262)	(722,685)
Future income tax expenses	(303,803)	—	—
Future net cash flows	2,128,462	3,183,976	3,097,489
10% annual discount for estimated timing of cash flows	(1,083,331)	(1,488,219)	(1,404,304)
Standardized measure of discounted future net cash flows – continuing operations	$ 1,045,131	$ 1,695,757	$ 1,693,185
Standardized measure of discounted future net cash flows – discontinued operations	$ —	$ 232,941	$ 344,988
Representative NYMEX prices: (1)			
Natural gas (MMBtu)	$ 2.98	$ 2.48	$ 2.59
Oil (Bbl)	$ 51.34	$ 42.64	$ 50.16

RIVIERA RESOURCES, LLC

SUPPLEMENTAL OIL AND NATURAL GAS DATA (Unaudited)—Continued

(1) In accordance with SEC regulations, reserves were estimated using the average price during the 12-month period, determined as an unweighted average of the first-day-of-the-month price for each month, excluding escalations based upon future conditions. The average price used to estimate reserves is held constant over the life of the reserves.

	December 31, 2017 (in thousands)
Equity Method Investments: (1)	
Future cash inflows	$ 2,635,233
Future production costs	(832,362)
Future development costs	(372,884)
Future net cash flows	1,429,987
10% annual discount for estimated timing of cash flows	(832,152)
Standardized measure of discounted future net cash flows	$ 597,835
Representative NYMEX prices: (2)	
Natural gas (MMBtu)	$ 2.98
Oil (Bbl)	$ 51.34

(1) Represents the Company's 50% equity interest in Roan.

(2) In accordance with SEC regulations, reserves were estimated using the average price during the 12-month period, determined as an unweighted average of the first-day-of-the-month price for each month, excluding escalations based upon future conditions. The average price used to estimate reserves is held constant over the life of the reserves.

There are no future income tax expenses at December 31, 2017, because Roan is not subject to federal income taxes.

RIVIERA RESOURCES, LLC

SUPPLEMENTAL OIL AND NATURAL GAS DATA (Unaudited)—Continued

The following table summarizes the principal sources of change in the standardized measure of discounted future net cash flows:

	Year Ended December 31,		
	2017	2016	2015
	(in thousands)		
Riviera:			
Sales and transfers of oil, natural gas and NGL produced during the period	$(438,775)	$(349,080)	$ (448,963)
Changes in estimated future development costs	(5,276)	19,460	953,393
Net change in sales and transfer prices and production costs related to future production	400,411	(92,236)	(5,313,449)
Sales of minerals in place	(685,050)	—	(97,785)
Extensions, discoveries and improved recovery	187,223	221,765	46,487
Previously estimated development costs incurred during the period	9,704	—	84,329
Net change due to revisions in quantity estimates	(65,935)	10,387	(939,030)
Net change in income taxes	(155,257)	—	—
Accretion of discount	169,576	169,318	707,085
Changes in production rates and other	(67,247)	22,958	(369,736)
Change – continuing operations	$(650,626)	$ 2,572	$(5,377,669)
Change – discontinued operations	$(232,941)	$(112,047)	$ (766,072)

	Four Months Ended December 31, 2017
	(in thousands)
Equity Method Investments (1)	
Standardized measure – Beginning of period	$ 304,900
Sales and transfers of oil, natural gas and NGL produced during the period	(32,618)
Changes in estimated future development costs	(14,617)
Net change in sales and transfer prices and production costs related to future production	33,912
Extensions, discoveries and improved recovery	270,737
Previously estimated development costs incurred during the period	89,457
Net change due to revisions in quantity estimates	(47,222)
Accretion of discount	10,163
Changes in production rates and other	(16,877)
Net increase	292,935
Standardized measure – End of year	$ 597,835

(1) Represents the Company's 50% equity interest in Roan. Changes in the standardized measure of discounted future net cash flows of Roan for 2017 is for the period from September 1, 2017 through December 31, 2017.

RIVIERA RESOURCES, LLC

SUPPLEMENTAL OIL AND NATURAL GAS DATA (Unaudited)—Continued

The data presented should not be viewed as representing the expected cash flow from, or current value of, existing proved reserves since the computations are based on a large number of estimates and assumptions. The required projection of production and related expenditures over time requires further estimates with respect to pipeline availability, rates of demand and governmental control. Actual future prices and costs are likely to be substantially different from the current prices and costs utilized in the computation of reported amounts. Any analysis or evaluation of the reported amounts should give specific recognition to the computational methods utilized and the limitations inherent therein.

APPENDIX A—GLOSSARY OF OIL AND NATURAL GAS TERMS

As commonly used in the oil and natural gas industry and as used in this prospectus, the following terms have the following meanings:

Basin. A large area with a relatively thick accumulation of sedimentary rocks.

Bbl. One stock tank barrel or 42 U.S. gallons liquid volume.

Bcf. One billion cubic feet.

Bcfe. One billion cubic feet equivalent, determined using the ratio of six Mcf of natural gas to one Bbl of oil, condensate or natural gas liquids.

Btu. One British thermal unit, which is the heat required to raise the temperature of a one-pound mass of water from 58.5 degrees to 59.5 degrees Fahrenheit.

Development well. A well drilled within the proved area of a reservoir to the depth of a stratigraphic horizon known to be productive.

Dry hole or *well.* A well found to be incapable of producing hydrocarbons in sufficient quantities such that proceeds from the sale of such production would exceed production expenses and taxes.

Exploratory well. A well drilled to find a new field or to find a new reservoir in a field previously found to be productive of oil or natural gas in another reservoir.

Field. An area consisting of a single reservoir or multiple reservoirs all grouped on or related to the same individual geological structural feature and/or stratigraphic condition.

Formation. A stratum of rock that is recognizable from adjacent strata consisting primarily of a certain type of rock or combination of rock types with thickness that may range from less than two feet to hundreds of feet.

Gross acres or *gross wells.* The total acres or wells, as the case may be, in which a working interest is owned.

MBbls. One thousand barrels of oil or other liquid hydrocarbons.

MBbls/d. MBbls per day.

Mcf. One thousand cubic feet.

Mcfe. One thousand cubic feet equivalent, determined using the ratio of six Mcf of natural gas to one Bbl of oil, condensate or natural gas liquids.

MMBbls. One million barrels of oil or other liquid hydrocarbons.

MMBtu. One million British thermal units.

MMcf. One million cubic feet.

MMcf/d. MMcf per day.

MMcfe. One million cubic feet equivalent, determined using the ratio of six Mcf of natural gas to one Bbl of oil, condensate or natural gas liquids.

MMcfe/d. MMcfe per day.

MMMBtu. One billion British thermal units.

Net acres or *net wells.* The sum of the fractional working interests owned in gross acres or gross wells, as the case may be.

NGL. Natural gas liquids, which are the hydrocarbon liquids contained within natural gas.

Productive well. A well found to be capable of producing hydrocarbons in sufficient quantities such that proceeds from the sale of such production exceeds production expenses and taxes.

Proved developed reserves. Reserves that can be expected to be recovered through existing wells with existing equipment and operating methods or in which the cost of the required equipment is relatively minor compared to the cost of a new well; and through installed extraction equipment and infrastructure operational at the time of the reserves estimate if the extraction is by means not involving a well.

Proved reserves. Reserves that by analysis of geoscience and engineering data can be estimated with reasonable certainty to be economically producible from a given date forward, from known reservoirs, and under existing economic conditions, operating methods, and government regulations prior to the time at which contracts providing the right to operate expire, unless evidence indicates that renewal is reasonably certain. The project to extract the hydrocarbons must have commenced or the operator must be reasonably certain that it will commence the project within a reasonable time.

Proved undeveloped drilling location. A site on which a development well can be drilled consistent with spacing rules for purposes of recovering proved undeveloped reserves.

Proved undeveloped reserves or *PUDs.* Reserves that are expected to be recovered from new wells on undrilled acreage, or from existing wells where a relatively major expenditure is required for recompletion. Reserves on undrilled acreage are limited to those directly offsetting development spacing areas that are reasonably certain of production when drilled, unless evidence using reliable technology exists that establishes reasonable certainty of economic producibility at greater distances. Undrilled locations can be classified as having undeveloped reserves only if a development plan has been adopted indicating that they are scheduled to be drilled within five years, unless the specific circumstances justify a longer time. Estimates for proved undeveloped reserves are not attributed to any acreage for which an application of fluid injection or other improved recovery technique is contemplated, unless such techniques have been proved effective by actual projects in the same reservoir or an analogous reservoir, or by other evidence using reliable technology establishing reasonable certainty.

Recompletion. The completion for production of an existing wellbore in another formation from that which the well has been previously completed.

Reservoir. A porous and permeable underground formation containing a natural accumulation of economically productive natural gas and/or oil that is confined by impermeable rock or water barriers and is individual and separate from other reserves.

Royalty interest. An interest that entitles the owner of such interest to a share of the mineral production from a property or to a share of the proceeds there from. It does not contain the rights and obligations of operating the property and normally does not bear any of the costs of exploration, development and operation of the property.

Spacing. The number of wells which conservation laws allow to be drilled on a given area of land.

Standardized measure of discounted future net cash flows. The present value of estimated future net revenues to be generated from the production of proved reserves, determined in accordance with the regulations of the

Securities and Exchange Commission, without giving effect to non-property related expenses such as general and administrative expenses, debt service, future income tax expenses or depreciation, depletion and amortization; discounted using an annual discount rate of 10%.

Undeveloped acreage. Lease acreage on which wells have not been drilled or completed to a point that would permit the production of commercial quantities of oil, natural gas and NGL regardless of whether such acreage contains proved reserves.

Unproved reserves. Reserves that are considered less certain to be recovered than proved reserves. Unproved reserves may be further sub-classified to denote progressively increasing uncertainty of recoverability and include probable reserves and possible reserves.

Working interest. The operating interest that gives the owner the right to drill, produce and conduct operating activities on the property and a share of production.

Workover. Maintenance on a producing well to restore or increase production.

Zone. A stratigraphic interval containing one or more reservoirs.

Riviera Resources, Inc.

Common Stock
(par value $0.01 per share)

PRELIMINARY PROSPECTUS

, 2018

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth an itemized statement of the amounts of all estimated expenses in connection with the issuance and distribution of the securities to be registered. With the exception of the SEC registration fee, the amounts set forth below are estimates.

SEC registration fee	$169,479
Accountants' fees and expenses	*
Legal fees and expenses	*
Printing and engraving expenses	*
Transfer agent and registrar fees	*
Miscellaneous	*
Total	$ *

* To be filed by amendment.

Item 14. Indemnification of Directors and Officers

Section 145 of the DGCL provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with any threatened, pending or completed actions, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person is made a party by reason of the fact that the person is or was a director, officer, employee or agent of the corporation (other than an action by or in the right of the corporation—a "derivative action"), if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification extends only to expenses (including attorneys' fees) incurred in connection with the defense or settlement of such action, and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's bylaws, disinterested director vote, stockholder vote, agreement or otherwise.

Our certificate of incorporation will provide that no director shall be liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation on liability is not permitted under the DGCL, as now in effect or as amended. Currently, Section 102(b)(7) of the DGCL requires that liability be imposed for the following:

- any breach of the director's duty of loyalty to our company or our stockholders;
- any act or omission not in good faith or which involved intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the DGCL; and
- any transaction from which the director derived an improper personal benefit.

Our certificate of incorporation and bylaws will provide that, to the fullest extent authorized or permitted by the DGCL, as now in effect or as amended, we will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that

such person is or was our director or officer, or by reason of the fact that our director or officer is or was serving, at our request, as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by us. We will indemnify such persons against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if such person acted in good faith and in a manner reasonably believed to be in or not opposed to our best interests and, with respect to any criminal proceeding, had no reason to believe such person's conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification extends only to expenses (including attorneys' fees) incurred in connection with the defense or settlement of such actions, and court approval is required before there can be any indemnification where the person seeking indemnification has been found liable to us. Any amendment of this provision will not reduce our indemnification obligations relating to actions taken before an amendment.

We intend to maintain liability insurance policies that indemnify our directors and officers and those of our subsidiaries against various liabilities, including certain liabilities arising under the Securities Act and the Exchange Act that may be incurred by them in their capacity as such.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 15. Recent Sales of Unregistered Securities

None.

Item 16. Exhibits and Financial Statement Schedules

The Exhibit Index immediately preceding the signature page hereto, which is incorporated by reference as if fully set forth herein, contains the required information.

Item 17. Undertakings

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser, if such registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of such registrant under the Securities Act to any purchaser in the initial distribution of the securities, in a primary offering of securities of such registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of such registrant or used or referred to by the undersigned registrants;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrants or their securities provided by or on behalf of such registrant; and

(iv) any other communication that is an offer in the offering made by such registrant to the purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

EXHIBIT INDEX

Exhibit Number	Description
2.1*#	Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and Its Debtor Affiliates Other Than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC, dated January 25, 2017
2.2*#	Purchase and Sale Agreement, dated April 30, 2017, by and between Linn Energy Holdings, LLC, Linn Operating, LLC and Jonah Energy LLC.
2.3*#	Purchase and Sale Agreement, dated May 23, 2017, by and among Linn Energy Holdings, LLC, Linn Operating, LLC, Linn Midstream, LLC and Berry Petroleum Company, LLC.
2.4*#	Purchase and Sale Agreement, dated May 25, 2017, by and between Linn Energy Holdings, LLC, Linn Operating, LLC and Denbury Onshore, LLC.
2.5*#	First Amendment, dated June 30, 2017, to Purchase and Sale Agreement, dated May 25, 2017, by and between Linn Energy Holdings, LLC, Linn Operating, LLC and Denbury Onshore, LLC.
2.6*#	Purchase and Sale Agreement, dated June 1, 2017, by and between Linn Energy Holdings, LLC, Linn Operating, LLC, Linn Midstream, LLC and Bridge Energy LLC.
2.7*	First Amendment, dated July 10, 2017, to Purchase and Sale Agreement, dated June 1, 2017, by and between Linn Energy Holdings, LLC, Linn Operating, LLC, Linn Midstream, LLC and Bridge Energy LLC.
2.8*#	Purchase and Sale Agreement, dated October 3, 2017, by and between Linn Energy Holdings, LLC, Linn Operating, LLC and Washakie Exaro Opportunities, LLC.
2.9*#	First Amendment, dated October 12, 2017, to Purchase and Sale Agreement, dated October 3, 2017, by and between Linn Energy Holdings, LLC, Linn Operating, LLC and Washakie Exaro Opportunities, LLC.
2.10*#	Purchase and Sale Agreement, dated October 20, 2017, by and between Linn Energy Holdings, LLC, Linn Operating, LLC and Valorem Energy Operating, LLC.
2.11*#	Purchase and Sale Agreement, dated December 18, 2017, by and between Linn Energy Holdings, LLC, Linn Operating, LLC and Scout Energy Group IV, LP.
2.12*#	Amendment, dated January 11, 2018, to Purchase and Sale Agreement, dated December 18, 2017, by and between Linn Energy Holdings, LLC, Linn Operating, LLC and Scout Energy Group IV, LP.
2.13*#	Purchase and Sale Agreement, dated January 15, 2018, by and between Linn Energy Holdings, LLC, Linn Operating, LLC and Altamont Energy LLC (f/k/a Wasatch Energy LLC).
2.14*#	Purchase and Sale Agreement, dated February 13, 2018, by and among Linn Energy Holdings, LLC, Linn Operating, LLC, and Scout Energy Group IV, LP.
2.15*#	Fourth Amendment to Contribution Agreement, dated February 27, 2018, to Contribution Agreement, dated June 27, 2017, by and among Linn Energy Holdings, LLC, Linn Operating, LLC, Citizen Energy II, LLC and Roan Resources LLC.
2.16*#	First Amendment, dated February 27, 2018, to Purchase and Sale Agreement, dated January 15, 2018, by and among Linn Energy Holdings, LLC, Linn Operating, LLC and Altamont Energy LLC (f/k/a Wasatch Energy LLC).
2.17*	Second Amendment, dated February 28, 2018, to Purchase and Sale Agreement, dated January 15, 2018, by and among Linn Energy Holdings, LLC, Linn Operating, LLC and Altamont Energy LLC (f/k/a Wasatch Energy LLC).
2.18**	Form of Separation and Distribution Agreement between Linn Energy, Inc. and Riviera Resources, Inc.
2.19**	Form of Contribution Agreement.

Exhibit Number	Description
3.1*	Form of Certificate of Incorporation of Riviera Resources, Inc.
3.2*	Form of Bylaws of Riviera Resources, Inc.
5.1**	Opinion of Kirkland & Ellis LLP regarding the validity of the securities being registered.
10.1**	Form of Transition Services Agreement between Linn Energy, Inc. and Riviera Resources, Inc.
10.2**	Form of Tax Matters Agreement between Linn Energy, Inc. and Riviera Resources, Inc.
10.3**	Form of Registration Rights Agreement.
10.4**	Form of Riviera Resources, Inc. Long-Term Incentive Plan.
10.5*	Form of Blue Mountain Midstream LLC 2018 Omnibus Incentive Plan.
10.6**	Form of Indemnity Agreement between Riviera Resources, Inc. and the directors and officers of Riviera Resources, Inc.
10.7*	Transition Services and Separation Agreement, dated as of February 28, 2017, by and between Linn Energy, LLC, LinnCo, LLC, and certain subsidiaries of Linn Energy, Inc. party thereto and Berry Petroleum Company, LLC.
10.8*	Joint Operating Agreement, dated February 28, 2017, between Linn Operating, Inc., as operator, and Berry Petroleum Company, LLC, as non-operator (Hugoton).
10.9*	Joint Operating Agreement, dated February 28, 2017, between Berry Petroleum Company, LLC, as operator, and Linn Energy Holdings, LLC, as non-operator (Hill).
10.10*	Engineering and Construction Agreement, dated June 13, 2017, between Blue Mountain Midstream LLC (f/k/a LINN Midstream, LLC) and BCCK Engineering Incorporated.
10.11*	Equipment Supply Agreement, dated June 13, 2017, between Blue Mountain Midstream LLC (f/k/a LINN Midstream, LLC) and BCCK Engineering Incorporated.
10.12*	Contribution Agreement, dated June 27, 2017, by and among Linn Energy Holdings, LLC, Linn Operating, LLC, Citizen Energy II, LLC and Roan Resources LLC.
10.13*	First Amendment to Contribution Agreement, dated August 31, 2017, to Contribution Agreement, dated June 27, 2017, by and among Linn Energy Holdings, LLC, Linn Operating, LLC, Citizen Energy II, LLC and Roan Resources LLC.
10.14*	Second Amendment to Contribution Agreement, dated October 31, 2017, to Contribution Agreement, dated June 27, 2017, by and among Roan Holdco LLC, Linn Operating, LLC, Roan Holdings, LLC and Roan Resources LLC.
10.15*	Third Amendment to Contribution Agreement, dated November 29, 2017, to Contribution Agreement, dated June 27, 2017, by and among Linn Energy Holdings, LLC, Linn Operating, LLC, Citizen Energy II, LLC and Roan Resources LLC.
10.16*	Amended and Restated Limited Liability Company Agreement of Roan Resources LLC, dated as of August 31, 2017.
10.17*	Credit Agreement, dated as of February 28, 2017, among Linn Energy Holdco II LLC, as borrower, Linn Energy Holdco LLC, as parent, Linn Energy, Inc., as holdings, the subsidiary guarantors party thereto, Wells Fargo Bank, National Association, as administrative agent, and the lenders party thereto.
10.18*	First Amendment and Consent to Credit Agreement, dated as of May 31, 2017, to the Credit Agreement and Security Agreement, dated as of February 28, 2017, among Linn Energy Holdco II LLC, as borrower, Linn Energy Holdco LLC, as parent, Linn Energy, Inc., as holdings, the subsidiary guarantors party thereto, Wells Fargo Bank, National Association, as administrative agent, and the lenders party thereto.

Exhibit Number	Description
10.19*	Credit Agreement, dated as of August 4, 2017, among Linn Energy Holdco II LLC, as borrower, Linn Energy Holdco LLC, as parent, Linn Energy, Inc., as holdings, Royal Bank of Canada, as administrative agent, Citibank, N.A., as syndication agent, Barclays Bank PLC, JPMorgan Chase Bank, N.A., Morgan Stanley Senior Funding, Inc. and PNC Bank National Association, as co-documentation agents, and the lenders party thereto.
10.20*	First Amendment to Credit Agreement, dated as of September 29, 2017, to the Credit Agreement, dated as of August 4, 2017, among Linn Energy Holdco II LLC, as borrower, Linn Energy Holdco LLC, as parent, Linn Energy, Inc., as holdings, Royal Bank of Canada, as administrative agent, Citibank, N.A., as syndication agent, Barclays Bank PLC, JPMorgan Chase Bank, N.A., Morgan Stanley Senior Funding, Inc. and PNC Bank National Association, as co-documentation agents, and the lenders party thereto.
10.21*	Second Amendment to Credit Agreement, dated as of April 30, 2018, to Credit Agreement dated as of August 4, 2017, among Linn Energy Holdco II LLC, as borrower, Linn Energy Holdco LLC, as parent, Linn Energy, Inc. as holdings, Royal Bank of Canada, as administrative agent, Citibank, N.A., as syndication agent, Barclays Bank PLC, JPMorgan Chase Bank, N.A., Morgan Stanley Senior Funding, Inc. and PNC Bank National Association, as co-documentation agents, and the lenders party thereto.
10.22*	Third Amended and Restated Employment Agreement of David B. Rottino, dated February 28, 2017.
10.23*	Letter Agreement, dated April 19, 2018, between David B. Rottino and Linn Energy, Inc.
10.24*	Offer Letter to Daniel Furbee, dated March 19, 2018.
10.25*	Linn Energy, Inc. Severance Plan, dated February 28, 2017.
10.26*	Employment Agreement of Greg Harper, dated March 29, 2018.
10.27**	Form of Amendment to Employment Agreement of Greg Harper.
10.28**	Form of Riviera Resources, Inc. Performance-Vesting Stock Unit Agreement.
10.29**	Form of Riviera Resources, Inc. Restricted Stock Unit Agreement.
10.30*	Form of Performance-Vesting Security Unit Agreement pursuant to the Blue Mountain Midstream LLC 2018 Omnibus Incentive Plan.
10.31*	Form of Restricted Security Unit Agreement pursuant to the Blue Mountain Midstream LLC 2018 Omnibus Incentive Plan.
21.1*	List of Significant Subsidiaries of Riviera Resources, Inc.
23.1**	Consent of Kirkland & Ellis LLP (contained in Exhibit 5.1).
23.2*	Consent of KPMG LLP.
23.3*	Consent of DeGolyer and MacNaughton—LINN Energy.
23.4*	Consent of DeGolyer and MacNaughton—Roan.
24.1*	Powers of Attorney (included on signature pages of this Registration Statement).
99.1*	2017 Report of DeGolyer and MacNaughton—LINN Energy.
99.2*	2017 Report of DeGolyer and MacNaughton—Roan.

* Filed herewith.

** To be filed by amendment.

Pursuant to Item 601(b)(2) of Regulation S-K, the registrant agrees to furnish supplementally a copy of any omitted exhibit or schedule to the SEC upon request.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on June 27, 2018.

RIVIERA RESOURCES, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: President, Chief Executive Officer and Director

Each person whose signature appears below hereby constitutes and appoints David B. Rottino, James G. Frew and Darren Schluter, and each of them, any of whom may act without the joinder of the other, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him or her in any and all capacities, to sign any or all amendments (including pre-effective and post-effective amendments) to this Registration Statement, or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with exhibits hereto and other documents in connection therewith or in connection with the registration of the securities under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary in connection with such matters and hereby ratifying and confirming all that such attorneys-in-fact and agents or his or her substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on June 27, 2018.

Signature	Title
/s/ David B. Rottino David B. Rottino	President, Chief Executive Officer and Director (Principal Executive Officer)
/s/ James G. Frew James G. Frew	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
/s/ Darren Schluter Darren Schluter	Executive Vice President, Finance, Administration and Chief Accounting Officer (Principal Accounting Officer)
/s/ Matthew Bonanno Matthew Bonanno	Director
/s/ Philip Brown Philip Brown	Director
/s/ C. Gregory Harper C. Gregory Harper	Director
/s/ Evan Lederman Evan Lederman	Director
/s/ Andrew Taylor Andrew Taylor	Director

THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

In re:	)	Chapter 11
LINN ENERGY, LLC, *et al*.,[1]	)	Case No. 16-60040
Debtors.	)	(Jointly Administered)
	)	**David R. Jones**

AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF LINN ENERGY, LLC AND ITS DEBTOR AFFILIATES OTHER THAN LINN ACQUISITION COMPANY, LLC AND BERRY PETROLEUM COMPANY, LLC

Paul M. Basta, P.C. (admitted *pro hac vice*)
Stephen E. Hessler, P.C. (admitted *pro hac vice*)
Brian S. Lennon (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

–and–

James H.M. Sprayregen, P.C. (admitted *pro hac vice*)
Joseph M. Graham (admitted *pro hac vice*)
Alexandra Schwarzman (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Patricia B. Tomasco (TX Bar No. 01787600)
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
JACKSON WALKER L.L.P.
1401 McKinney Street, Suite 1900
Houston, Texas 70010
Telephone: (713) 752-4200

Co-Counsel to the Debtors and Debtors in Possession

Dated: January 25, 2017

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number are as follows: Linn Energy, LLC (7591); Berry Petroleum Company, LLC (9387); LinnCo, LLC (6623); Linn Acquisition Company, LLC (4791); Linn Energy Finance Corp. (5453); Linn Energy Holdings, LLC (6517); Linn Exploration & Production Michigan LLC (0738); Linn Exploration Midcontinent, LLC (3143); Linn Midstream, LLC (9707); Linn Midwest Energy LLC (1712); Linn Operating, Inc. (3530); Mid-Continent I, LLC (1812); Mid-Continent II, LLC (1869); Mid-Continent Holdings I, LLC (1686); and Mid-Continent Holdings II, LLC (7129). The Debtors' principal offices are located at JPMorgan Chase Tower, 600 Travis Street, Houston, Texas 77002.

TABLE OF CONTENTS

INTRODUCTION

Linn Energy, LLC and its debtor affiliates, other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC, as debtors and debtors in possession propose this amended joint plan of reorganization (the "Plan") for the resolution of the outstanding claims against, and interests in, such Debtors pursuant to the Bankruptcy Code. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in Article I.A of the Plan. Holders of Claims and Interests should refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, events during the Chapter 11 Cases, and projections of future operations, as well as a summary and description of the Plan and certain related matters. The LINN Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code. The Plan constitutes a separate plan of reorganization for each of the LINN Debtors. The Debtors will seek confirmation of a separate plan of reorganization that shall govern the terms of the restructuring of Linn Acquisition Company, LLC and Berry Petroleum Company, LLC.

ALL HOLDERS OF CLAIMS AND INTERESTS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms.

As used in the Plan, capitalized terms have the meanings set forth in the Introduction above or in the definitions below.

1. "*503(b)(9) Claim*" means a Claim or any portion thereof entitled to administrative expense priority pursuant to section 503(b)(9) of the Bankruptcy Code.

2. "*Adequate Protection Claims*" means the Linn First Lien Adequate Protection Claims as defined in the Cash Collateral Order.

3. "*Ad Hoc Group of Berry Unsecured Noteholders*" means that certain ad hoc group of Holders of senior unsecured notes issued by Berry represented by Quinn Emanuel Urquhart & Sullivan, LLP, Norton Rose Fulbright US LLP, and Houlihan Lokey, Inc., or any of its members or their affiliates.

4. "*Ad Hoc Group of LINN Second Lien Noteholders*" means that certain ad hoc group of holders of LINN Second Lien Notes represented by O'Melveny & Myers LLP and Intrepid Financial Partners, or any of its members or their affiliates.

5. "*Ad Hoc Group of LINN Unsecured Noteholders*" means that certain ad hoc group of holders of LINN Unsecured Notes represented by Milbank, Tweed, Hadley & McCloy LLP and PJT Partners, or any of its members or their affiliates.

6. "*Ad Hoc LINN Noteholder Groups*" means, collectively, the Ad Hoc Group of LINN Unsecured Noteholders and the Ad Hoc Group of LINN Second Lien Noteholders.

7. "*Administrative Claim*" means a Claim for costs and expenses of administration of the LINN Estates under sections 503(b) (including 503(b)(9) Claims), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date through the Effective Date of preserving the LINN Estates and operating the businesses of the LINN Debtors; (b) Allowed Professional Fee Claims; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911–1930; and (d) all Intercompany Claims authorized pursuant to the Cash Management Order (subject to the terms of the Berry-LINN Intercompany Settlement) to the extent provided in the Cash Management Order.

8. "*Administrative Claims Bar Date*" means the deadline for Filing requests for payment of Administrative Claims other than those that accrued in the ordinary course of the LINN Debtors' business, which such deadline: (a) with respect to General Administrative Claims, shall be 30 days after the Effective Date; and (b) with respect to Professional Fee Claims, shall be 60 days after the Effective Date.

9. "*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code.

10. "*Allowed*" means with respect to any Claim or Interest, except as otherwise provided herein: (a) a Claim or Interest in a liquidated amount as to which no objection has been Filed prior to the Claims Objection Deadline and that is evidenced by a Proof of Claim or Interest, as applicable, timely Filed by the applicable Bar Date or that is not required to be evidenced by a Filed Proof of Claim or Interest, as applicable, under the Plan, the Bankruptcy Code, or a Final Order; (b) a Claim or Interest that is scheduled by the Debtors as neither disputed, contingent, nor unliquidated, and as for which no Proof of Claim or Interest, as applicable, has been timely Filed in an unliquidated or a different amount; or (c) a Claim or Interest that is upheld or otherwise Allowed (i) pursuant to the Plan, (ii) in any stipulation that is approved by the Bankruptcy Court, (iii) pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection herewith, or (iv) by Final Order (including any such Claim to which the Debtors had objected or which the Bankruptcy Court had disallowed prior to such Final Order); *provided*, that with respect to a Claim or Interest described in clauses (a) and (b) above, such Claim or Interest shall be considered Allowed only if and to the extent that with respect to such Claim or Interest no objection to the allowance thereof has been or, in the Debtors' or Reorganized Debtors' reasonable good faith judgment, may be interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Court, or such an objection is so interposed and the Claim or Interest, as applicable, shall have been Allowed by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim or Interest is or has been timely Filed, is not considered Allowed and shall be expunged without further action by the LINN Debtors and without further notice to any party or action, approval, or order of the Court. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such LINN Debtor or Reorganized LINN Debtor, as applicable. For the avoidance of doubt, a Proof of Claim or Interest Filed after the Bar Date shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late-Filed Claim. "Allow" and "Allowing" shall have correlative meanings.

11. "*Assumed Executory Contracts and Unexpired Leases*" means those Executory Contracts and Unexpired Leases to be assumed by the applicable Reorganized LINN Debtors, as set forth on the Assumed Executory Contract and Unexpired Lease List.

12. "*Assumed Executory Contract and Unexpired Lease List*" means the list, as determined by the LINN Debtors or the Reorganized LINN Debtors, as applicable, of Executory Contracts and Unexpired Leases (with proposed cure amounts) that will be assumed by the Reorganized LINN Debtors, which list shall be included in the Plan Supplement; *provided*, that such list with respect to material Executory Contracts and/or material Unexpired Leases shall be reasonably acceptable to the Required LINN Consenting Creditors.

13. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended from time to time.

14. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of Texas or any other court having jurisdiction over the Chapter 11 Cases, including, to the extent of the withdrawal of any reference under 28 U.S.C. § 157, the United States District Court for the Southern District of Texas.

15. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

16. "*Bar Date*" means the applicable dates established by which respective Proofs of Claims and Interests must be Filed pursuant to the *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form of and Manner for Filing Proofs of Claim, Including Section 503(b)(9) Requests, and (IV) Approving Notice of Bar Dates*, dated August 4, 2016 [Docket No. 756].

17. "*Berry*" means Berry Petroleum Company, LLC, a Delaware limited liability company.

18. "*Berry Administrative Agent*" means Wells Fargo Bank, National Association, as administrative agent under that certain Credit Agreement, dated as of November 25, 2010, by and among Berry, the Berry Administrative Agent, and the lenders and agents party thereto, as may be amended, restated, or otherwise supplemented from time to time.

19. "*Berry Debtors*" means Berry and LAC.

20. "*Berry Intercompany Settled Claims*" means those certain intercompany claims held by the LINN Debtors against the Berry Debtors that shall be settled pursuant to the Berry-LINN Intercompany Settlement and the Plan.

21. "*Berry-LINN Intercompany Settlement*" means that certain settlement of the Berry Intercompany Settled Claims and the LINN Intercompany Settled Claims pursuant to the terms of the Plan and the Berry-LINN Intercompany Settlement Term Sheet, which shall be in form and substance reasonably acceptable to the LINN Debtors, the Berry Debtors, and the Required Consenting LINN Creditors.

22. "*Berry-LINN Intercompany Settlement Term Sheet*" means that certain term sheet with respect to the Berry-LINN Intercompany Settlement to be included in the Plan Supplement.

23. "*Business Day*" means any day, other than a Saturday, Sunday, or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

24. "*Cash*" means the legal tender of the U.S. and equivalents thereof, including bank deposits, checks, and other similar items.

25. "*Cash Collateral Order*" means the *Final Order under 11 U.S.C. §§ 105, 361, 362, 363, 507 and 552, and Bankruptcy Rules 2002, 4001 and 9014 (I) Authorizing Debtors to Use Cash Collateral and (II) Granting Adequate Protection to Prepetition Lenders* [Docket No. 743], as may be amended.

26. "*Cash Management Order*" means the *Final Order (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System and Maintain Existing Bank Accounts and (B) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief* [Docket No. 731], as may be amended.

27. "*Causes of Action*" means any claims, interests, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, cross claim, reduction, subordination, or recoupment and claims under contracts or for breaches of duties imposed by law or regulation; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; and (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

28. "*Chapter 11 Cases*" means, collectively: (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court; and (b) when used with reference to all the Debtors, the procedurally consolidated and jointly administered chapter 11 cases pending for the Debtors in the Bankruptcy Court.

29. "*Claim*" means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the LINN Debtors.

30. "*Claims and Noticing Agent*" means Prime Clerk LLC, retained as the Debtors' notice and claims agent pursuant to the *Order Authorizing Retention and Appointment of Prime Clerk LLC as the Claims, Noticing, and Solicitation Agent* [Docket No. 79].

31. "*Claims Objection Deadline*" means the later of: (a) the date that is 180 days after the Effective Date; and (b) such other date as may be fixed by the Bankruptcy Court, after notice and hearing, upon a motion Filed before the expiration of the deadline to object to Claims or Interests.

32. "*Claims Register*" means the official register of Claims maintained by the Claims and Noticing Agent.

33. "*Class*" means a category of Claims or Interests as set forth in Article III of the Plan.

34. "*CM/ECF*" means the Bankruptcy Court's Case Management and Electronic Case Filing system.

35. "*Committee*" means the statutory committee of unsecured creditors of the Debtors, appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code by the U.S. Trustee on May 23, 2016, the membership of which may be reconstituted from time to time.

36. "*Confirmation*" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

37. "*Confirmation Date*" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

38. "*Confirmation Hearing*" means the hearing held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code.

39. "*Confirmation Order*" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

40. "*Consenting LINN Creditors*" means, collectively, (a) the Consenting LINN Lenders, and (b) the Consenting LINN Noteholders.

41. "*Consenting LINN Lenders*" means those certain Holders of LINN Lender Claims that are or become parties to the LINN RSA from time to time.

42. "*Consenting LINN Noteholders*" means those certain Holders of LINN Notes that are or become parties to the LINN RSA from time to time (including any party having the ability to direct or control such notes).

43. "*Consummation*" means the occurrence of the Effective Date.

44. "*Cure Claim*" means a Claim (unless waived or modified by the applicable counterparty) based upon the LINN Debtors' defaults on an Executory Contract or Unexpired Lease at the time such Executory Contract or Unexpired Lease is assumed by the LINN Debtors pursuant to section 365 of the Bankruptcy Code, other than with respect to a default that is not required to be cured under section 365(b)(2) of the Bankruptcy Code.

45. "*Debtors*" means, collectively: (a) Linn Energy, LLC; (b) Berry Petroleum Company, LLC; (c) LinnCo, LLC; (d) Linn Acquisition Company, LLC; (e) Linn Energy Finance Corp.; (f) Linn Energy Holdings, LLC; (g) Linn Exploration & Production Michigan LLC; (h) Linn Exploration Midcontinent, LLC; (i) Linn Midstream, LLC; (j) Linn Midwest Energy LLC; (k) Linn Operating, Inc.; (l) Mid-Continent I, LLC; (m) Mid-Continent II, LLC; (n) Mid-Continent Holdings I, LLC; and (o) Mid-Continent Holdings II, LLC.

46. "*D&O Liability Insurance Policies*" means all insurance policies (including any "tail policy") of any of the LINN Debtors for current or former directors,' managers,' and officers' liability.

47. "*Disclosure Statement*" means the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of LINN Energy, LLC and Its Debtor Affiliates Other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC*, dated December 12, 2016 [Docket No. 1342], as may be amended, including all exhibits and schedules thereto, as approved pursuant to the Disclosure Statement Order.

48. "*Disclosure Statement Order*" means the *Order (A) Approving the Disclosure Statement, (B) Establishing the Voting Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving, and Tabulating Votes on the Plan and for Filing Objections to the Plan, and (D) Approving the Manner and Forms of Notice and Other Related Documents* [Docket No. 1348].

49. "*Disputed*" means with regard to any Claim or Interest, a Claim or Interest that is not yet Allowed.

50. "*Distribution Record Date*" means, other than with respect to any publicly-held securities, the record date for purposes of making distributions under the Plan on account of Allowed Claims and Allowed Interests, which date shall be the date that is five (5) Business Days after the Confirmation Date or such other date as designated in a Final Order of the Bankruptcy Court; *provided*, that the Distribution Record Date for the LINN Lender Paydown shall be on or before the Effective Date.

51. "*DTC*" means the Depository Trust Company.

52. "*Effective Date*" means, with respect to the Plan and any such applicable LINN Debtor(s), the date that is the first Business Day upon which: (a) no stay of the Confirmation Order is in effect; (b) with respect to the LINN Debtors, all conditions precedent specified in Article IX.A and Article IX.B have been satisfied or waived (in accordance with Article IX.C); and (c) the Plan is declared effective with respect to such applicable LINN Debtor(s).

53. "*Entity*" has the meaning set forth in section 101(15) of the Bankruptcy Code.

54. "*Estate*" means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

55. "*Exchange Act*" means Securities Exchange Act of 1934, as amended.

56. "*Exculpated Parties*" means, collectively, and in each case in its capacity as such: (a) each of the LINN Debtors and the Reorganized LINN Debtors; (b) the Consenting LINN Creditors; (c) the LINN Administrative Agent; (d) the LINN Indenture Trustees; (e) the LINN Backstop Parties; (f) the Committee and each of its members; (g) the LINN Creditor Representative; and (h) with respect to each of the foregoing, such Entity and its current and former Affiliates, and such Entity's and its current and former Affiliates' current and former members, equity holders (regardless of whether such interests are held directly or indirectly), subsidiaries, officers, directors, managers, predecessors, successors, assigns, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, restructuring advisors, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

57. "*Executory Contract*" means a contract to which one or more of the LINN Debtors is a party and that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

58. "*Federal Judgment Rate*" means the federal judgment rate in effect as of the Petition Date, compounded annually.

59. "*File*," "*Filed*," or "*Filing*" means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases, including with respect to a Proof of Claim or Proof of Interest, the Claims and Noticing Agent.

60. "*Final Order*" means (i) an order or judgment of the Bankruptcy Court, as entered on the docket in any Chapter 11 Case (or any related adversary proceeding or contested matter) or the docket of any other court of competent jurisdiction, or (ii) an order or judgment of any other court having jurisdiction over any appeal from (or petition seeking certiorari or other review of) any order or judgment entered by the Bankruptcy Court (or any other court of competent jurisdiction, including in an appeal taken) in the Chapter 11 Case (or in any related adversary proceeding or contested matter), in each case that has not been reversed, stayed, modified, or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired according to applicable law and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; *provided*, *however*, that the possibility a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or the Local Bankruptcy Rules of the Bankruptcy Court, may be filed relating to such order shall not prevent such order from being a Final Order.

61. "*Form Joint Operating Agreement*" means one or more joint operating agreements reasonably satisfactory in form and substance to the LINN Debtors, the Required Consenting LINN Creditors, and the Berry Debtors that shall replace the existing agency agreements for the LINN Debtors and Berry and shall contain standard provisions governing the rights and obligations afforded an operator and non-operating working interest owner.

62. "*General Administrative Claim*" means any Administrative Claim, other than a Professional Fee Claim or an Adequate Protection Claim.

63. "*Governmental Unit*" has the meaning set forth in section 101(27) of the Bankruptcy Code.

64. "*Holder*" means an Entity holding a Claim or an Interest, as applicable.

65. "*Impaired*" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

66. "*Indemnification Obligations*" means each of the LINN Debtors' indemnification obligations in place as of the Effective Date, whether in the bylaws, certificates of incorporation or formation, limited liability company agreements, other organizational or formation documents, board resolutions, management or indemnification agreements, or employment or other contracts, for their current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals and agents of the LINN Debtors, as applicable.

67. "*Insurance Policies*" means any insurance policies, insurance settlement agreements, coverage-in-place agreements, or other agreements relating to the provision of insurance entered into by or issued to or for the benefit of any of the LINN Debtors or their predecessors.

68. "*Intercompany Claim*" means any Claim between one LINN Debtor and another LINN Debtor.

69. "*Interest*" means any equity security (as defined in section 101(16) of the Bankruptcy Code) in any LINN Debtor and any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable or exchangeable securities or other agreements, arrangements or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Entity.

70. "*Interim Compensation Order*" means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* [Docket No. 721].

71. "*Interior*" means the United States Department of the Interior.

72. "*Internal Revenue Code*" means the Internal Revenue Code of 1986, as amended.

73. "*Investment Company Act*" means the Investment Company Act of 1940, as amended.

74. "*IRS*" means the Internal Revenue Service.

75. "Judicial Code" means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

76. "*Lien*" has the meaning set forth in section 101(37) of the Bankruptcy Code.

77. "*LAC*" means Linn Acquisition Company, LLC, a Delaware limited liability company.

78. "*LINN*" means Linn Energy, LLC, a Delaware limited liability company.

79. "*LINN 2019 Unsecured Notes*" means, collectively, (a) the 6.5% senior notes due May 2019, issued by LINN and LINN Energy Finance Corp. pursuant to the LINN 2011 Unsecured Notes Indenture, and (b) the 6.25% senior notes due November 2019, issued by LINN and LINN Energy Finance Corp. pursuant to the LINN 2012 Unsecured Notes Indenture.

80. "*LINN 2020 Unsecured Notes*" means those certain 8.625% senior notes due 2020, issued by LINN and LINN Finance Corp. pursuant to the LINN April 2010 Unsecured Notes Indenture.

81. "*LINN 2021 Unsecured Notes*" means, collectively, (a) those certain 7.75% senior notes due February 2021, issued by LINN and LINN Finance Corp. pursuant to the LINN September 2010 Unsecured Notes Indenture, and (b) those certain 6.50% senior notes due September 2021, issued by LINN and LINN Energy Finance Corp. pursuant to the LINN 2014 Unsecured Notes Indenture.

82. "*LINN 2011 Unsecured Notes Indenture*" means that certain Indenture, dated as of May 13, 2011, by and among LINN and LINN Energy Finance Corp., as issuers, the guarantors party thereto, and the LINN Unsecured Notes Trustee, as may be amended, restated, or otherwise supplemented from time to time.

83. "*LINN 2012 Unsecured Notes Indenture*" means that certain Indenture, dated as of March 2, 2012, by and among LINN and LINN Energy Finance Corp., as issuers, the guarantors party thereto, and the LINN Unsecured Notes Trustee, as may be amended, restated, or otherwise supplemented from time to time.

84. "*LINN 2014 Unsecured Notes Indenture*" means that certain Indenture, dated as of September 9, 2014, by and among LINN and LINN Energy Finance Corp., as issuers, the guarantors party thereto, and the LINN Unsecured Notes Trustee, as may be amended, restated, or otherwise supplemented from time to time.

85. "*LINN Administrative Agent*" means Wells Fargo Bank, National Association, as administrative agent under the LINN Credit Agreement.

86. "*LINN April 2010 Unsecured Notes Indenture*" means that certain Indenture, dated as of April 6, 2010, by and among LINN and LINN Energy Finance Corp., as issuers, the guarantors party thereto, and the LINN Unsecured Notes Trustee, as may be amended, restated, or otherwise supplemented from time to time.

87. "*LINN Backstop Agreement*" means that certain Backstop Commitment Agreement, dated as of October 25, 2016, by and among LINN and the LINN Backstop Parties, as may be amended, restated, or supplemented from time to time.

88. "*LINN Backstop Agreement Order*" means the *Order Approving Motion of LINN Energy LLC and Certain of Its Debtor Affiliates for Authority to (A) Enter Into Backstop Agreement, (B) Pay Related Fees and Expenses, and (C) Granting Related Relief* [Docket No. 1179].

89. "*LINN Backstop Commitment Letter*" means that certain LINN Backstop Commitment Letter, dated as of October 7, 2016, by and among LINN and the LINN Backstop Parties (and any assignees thereof), as may be amended, supplemented, or otherwise modified from time to time in accordance therewith, including all exhibits and schedules attached thereto.

90. "*LINN Backstop Commitment Premium*" means a commitment premium equal to 4.0 percent of the LINN Rights Offerings Amount, of which 3.0 percent shall be paid in Cash and 1.0 percent shall be paid by Reorganized LINN in Reorganized LINN Common Stock at a 25 percent discount to LINN Plan Value pursuant to the terms of the LINN Backstop Agreement Order.

91. "*LINN Backstop Parties*" means, collectively, (a) the LINN Backstop Unsecured Parties, (b) the LINN Backstop Secured Parties, and (c) any assignees of (a) or (b), as permitted by the LINN Backstop Agreement.

92. "*LINN Backstop Secured Parties*" means those certain Holders of LINN Second Lien Notes Claims that are parties to the LINN Backstop Agreement as of the relevant determination date who have agreed to provide a backstop commitment with regard to the LINN Secured Rights Offering.

93. "*LINN Backstop Unsecured Parties*" means those certain Holders of LINN Unsecured Notes Claims that are parties to the LINN Backstop Agreement as of the relevant determination date who have agreed to provide a backstop commitment with regard to the LINN Unsecured Rights Offering.

94. "*LinnCo*" means LinnCo, LLC, a Delaware limited liability company.

95. "*LINN Convenience Claim*" means each Allowed LINN General Unsecured Claim in an Allowed amount that is greater than $0 but less than or equal to $2,500; *provided*, that a Holder of an Allowed LINN General Unsecured Claim may elect on its ballot to have such Claim irrevocably reduced to $2,500 and treated as a LINN Convenience Claim for the purposes of the Plan in full and final satisfaction of such Claim.

96. "*LINN Convenience Claims Cash Distribution Pool*" means an aggregate amount of $2,300,000 in Cash, which shall be irrevocably funded on the Effective Date by the LINN Debtors or Reorganized LINN Debtors, as applicable, and which shall be placed in a segregated bank account not subject to the control of the lenders or the administrative agent under the LINN Exit Facility, and administered by the Reorganized LINN Debtors for the benefit of Holders of Allowed LINN Convenience Claims and which account shall not, at any time, be subject to any liens, security interests, mortgages, or other encumbrances; *provided*, that for the avoidance of doubt, no fees of any Professional of any LINN Debtor, Reorganized LINN Debtor, or the LINN Creditor Representative shall be paid out of the funds that comprise the LINN Convenience Claims Cash Distribution Pool.

97. "*LINN Credit Agreement*" means that certain Sixth Amended and Restated Credit Agreement, dated as of April 24, 2013, by and among LINN, as borrower, the LINN Administrative Agent, and the lenders and agents party thereto, as may be amended, modified, or otherwise supplemented from time to time.

98. "*LINN Creditor Representative*" means the representative appointed by the Committee to represent the interests of Holders of Allowed LINN General Unsecured Claims and to consult with the LINN Debtors and Reorganized LINN Debtors and take other appropriate actions set forth in the Plan, as applicable, in the claims reconciliation process with respect to Disputed LINN General Unsecured Claims asserted against the LINN Debtors; *provided*, that the identity of the LINN Creditor Representative shall be disclosed in the Plan Supplement.

99. "*LINN Debtors*" means, collectively, the Debtors other than the Berry Debtors.

100. "*LINN Exit Facility*" means (a) the Reorganized LINN Term Loan and (b) the Reorganized LINN Revolving Loan, each on such terms as set forth in the LINN Exit Facility Documents.

101. "*LINN Exit Facility Documents*" means in connection with the LINN Exit Facility, the credit agreement in respect of the Reorganized LINN Term Loan and the Reorganized LINN Revolving Loan, collateral documents, Uniform Commercial Code statements, and other loan documents, to be dated as of the Effective Date, governing the LINN Exit Facility, which documents shall be included in the Plan Supplement, and which shall be in form and substance reasonably acceptable to the LINN Debtors and the Required Consenting LINN Creditors and consistent with the LINN Exit Facility Term Sheet.

102. "*LINN Exit Facility Term Sheet*" means that certain take-back paper term sheet setting forth the principal terms of the LINN Exit Facility, attached as Exhibit B to the LINN RSA.

103. "*LINN Funded Debt Equity Distribution*" means 100 percent of the shares of Reorganized LINN Common Stock to be issued as distributions under the Plan, subject to dilution by the Reorganized LINN Employee Incentive Plan, and the LINN Rights Offerings (including the portion of the LINN Backstop Commitment Premium payable in Reorganized LINN Common Stock), which shares shall be allocated Pro Rata among the holders of Allowed LINN Unsecured Notes Claims and Allowed LINN Second Lien Notes Claims based on the amount of such Holder's Allowed LINN Notes Claims as a percentage of the aggregate amount of all Allowed LINN Notes Claims.

104. "*LINN General Unsecured Claims*" means, with respect to any LINN Debtor, any Unsecured Claim against such LINN Debtor that is (a) not otherwise paid in full pursuant to an order of the Bankruptcy Court, (b) is not a LINN Unsecured Notes Claim, and (c) is not a LINN Second Lien Notes Claim.

105. "*LINN GUC Cash Distribution Pool*" means an aggregate amount of $37,700,000 in Cash (subject to the upward and downward adjustment with respect to the LINN Convenience Claims Cash Distribution Pool dictated by Article VII.D), which shall be irrevocably funded on the Effective Date by the LINN Debtors or the Reorganized LINN Debtors, as applicable, and which shall be placed in a segregated bank account not subject to the control of the lenders or the administrative agent under the LINN Exit Facility, and administered by the Reorganized LINN Debtors for the sole benefit of the Holders of Allowed LINN General Unsecured Claims and for the payment of costs related to the LINN Creditor Representative, and which account shall not, at any time, be subject to any liens, security interests, mortgages, or other encumbrances; *provided*, *however*, that in no event shall Allowed General Unsecured Claims be entitled to Cash in a total amount greater than the sum of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool.

106. "*LINN Indenture Trustee Charging Liens*" means any Lien or other priority in payment arising prior to the Effective Date to which a LINN Indenture Trustee is entitled, pursuant to the applicable LINN Notes Indenture, against distributions to be made to the Holders of the LINN Notes for payment of the LINN Indenture Trustee Fees and Expenses.

107. "*LINN Indenture Trustee Fees and Expenses*" means the Claims for reasonable and documented compensation, fees, expenses, and disbursements arising under the LINN Notes Indentures, including, without limitation, attorneys', financial advisors', and agents' fees, expenses, and disbursements, incurred under the LINN Notes Indentures by a LINN Indenture Trustee, prior to or after the Petition Date and prior to the Effective Date.

108. "*LINN Indenture Trustees*" means, collectively, (a) the LINN Unsecured Notes Trustee, and (b) the LINN Second Lien Notes Trustee.

109. "*LINN Intercompany Claim*" means any Claim held by any Debtor against a LINN Debtor, other than the LINN Intercompany Settled Claims.

110. "*LINN Intercompany Interest*" means any Interest in a LINN Debtor other than LinnCo and LINN and, for the avoidance of doubt, shall not include any Interest in the Berry Debtors.

111. "*LINN Intercompany Settled Claims*" means those certain intercompany claims held by the Berry Debtors against the LINN Debtors that shall be settled pursuant to the Berry-LINN Intercompany Settlement.

112. "*LINN Intercreditor Agreement*" means that certain Intercreditor Agreement, dated as of November 20, 2015, by and between Wells Fargo Bank, National Association, as priority lien agent, and U.S. Bank National Association, as second lien collateral trustee, as may be amended, modified, or otherwise supplemented from time to time.

113. "*LINN Lender*" means any secured party under the LINN Credit Agreement or Loan Documents (as defined in the LINN Credit Agreement).

114. "*LINN Lender Claims*" means any Claim against the LINN Debtors derived from or based on the LINN Credit Agreement, including the Adequate Protection Claims. The LINN Lender Claims are Allowed Claims as set forth in the proof of claim filed by the LINN Administrative Agent.

115. "*LINN Lender Paydown*" means the Cash payments equal to the sum of (a) $500 million from Cash proceeds of the LINN Rights Offerings, plus (b) other amounts from the LINN Debtors' Cash on hand (net of costs and expenses of the Chapter 11 Cases) consistent with the Plan and subject to the anti-cash hoarding provisions in the LINN Exit Facility Documents; *provided*, that each Non-Electing Lender shall not receive any portion of the LINN Lender Paydown and shall receive only a Reorganized LINN Non-Conforming Term Note in a principal amount equal to its Allowed LINN Lender Claim; *provided, further*, that each Consenting LINN Lender shall receive a LINN Lender Paydown payment in the amount of (a) its Allowed LINN Lender Claim less (b) the sum of the amount of such Consenting LINN Lender's Allowed LINN Lender Claim that is deemed to be a drawn loan pursuant to each of (x) the Reorganized LINN Term Loan and (y) the Reorganized LINN Revolving Loan, plus (c) on a pro forma basis with respect to all Consenting LINN Lenders its share of the amount that would otherwise be payable to Non-Electing Lenders, if such Non-Electing Lenders were Consenting LINN Lenders.

116. "*LINN Notes*" means, collectively, (a) the LINN Unsecured Notes, and (b) the LINN Second Lien Notes.

117. "*LINN Notes Claims*" means, at any time, the Claims represented by the LINN Notes.

118. "*LINN Notes Indentures*" means, collectively, (a) the LINN Second Lien Notes Indenture, and (b) the LINN Unsecured Notes Indentures.

119. "*LINN Plan Value*" means the equity value of Reorganized LINN (after including cash on hand of Reorganized LINN in excess of $50,000,000) pro forma for the restructured capital structure, including after giving effect to the participation in the LINN Rights Offerings by Holders of Allowed LINN Notes Claims, based on an enterprise value of $2.35 billion (which enterprise value excludes cash on hand of Reorganized LINN in excess of $50,000,000), as determined in the manner specified in the LINN Backstop Agreement.

120. "*LINN Restructuring Transactions*" means, collectively, those mergers, amalgamations, consolidations, arrangements, continuances, restructurings, transfers, conversions, dispositions, liquidations, dissolutions, or other corporate transactions that the LINN Debtors, the Required Consenting LINN Creditors, and the LINN Backstop Parties reasonably determine to be necessary or desirable to implement the Plan with respect to the LINN Debtors in a manner consistent with the LINN RSA and the LINN Backstop Agreement, including, without limitation, the LINN Rights Offerings, the LINN Exit Facility, the transactions contemplated by the New Organizational Documents, the transfer of assets to the Reorganized LINN Debtors that is intended to be a taxable transaction for U.S. federal income tax purposes, and the formation of Reorganized LINN, in each case, subject to the reasonable consent and approval rights of the applicable parties as set forth in the LINN RSA and the LINN Backstop Agreement, and the establishment and funding of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool.

121. "*LINN Rights*" means the non-certificated rights that will enable the Holders thereof to purchase shares of Reorganized LINN Common Stock at an aggregate purchase price of $530 million at a price per share to be determined based on a 20 percent discount to LINN Plan Value; *provided, however*, that in no event shall the shares of Reorganized LINN Common Stock issued pursuant to the LINN Rights (including any such shares to be purchased by the LINN Backstop Parties pursuant to the LINN Backstop Agreement), taken together with the shares

of Reorganized LINN Common Stock issued by Reorganized LINN pursuant to the LINN Backstop Agreement as part of the LINN Backstop Commitment Premium, collectively comprise less than 50.1 percent of the Reorganized LINN Common Stock outstanding as of the Effective Date.

122. "*LINN Rights Offerings*" means, collectively, (a) the LINN Secured Rights Offering; and (b) the LINN Unsecured Rights Offering, both of which shall be conducted in connection with the LINN Restructuring Transactions pursuant to the LINN Backstop Agreement and LINN Backstop Agreement Order, and in accordance with the LINN Rights Offerings Procedures.

123. "*LINN Rights Offerings Amount*" means $530 million in aggregate amount of LINN Rights (as divided between (a) the LINN Secured Rights Offering Amount and (b) the LINN Unsecured Rights Offering Amount).

124. "*LINN Rights Offerings Allowed Claims*" means, collectively, (a) the Allowed LINN Second Lien Notes Claims, and (b) the Allowed LINN Unsecured Notes Claims.

125. "*LINN Rights Offerings Participants*" means, collectively, (a) the Holders of the LINN Rights Offering Allowed Claims as of the LINN Rights Offerings Record Date, and (b) the LINN Backstop Parties.

126. "*LINN Rights Offerings Procedures*" means those certain rights offering procedures with respect to the LINN Rights Offerings, attached to the Disclosure Statement Order.

127. "*LINN Rights Offerings Record Date*" means the record date set by the LINN Rights Offerings Procedures, as of which date an Entity must be a record Holder of LINN Rights Offerings Allowed Claims in order to be eligible to be a LINN Rights Offerings Participant.

128. "*LINN RSA*" means that certain First Amended and Restated Restructuring Support Agreement, dated as of October 21, 2016, by and between the LINN Debtors (other than LinnCo) and the Consenting LINN Creditors, as may be amended, restated, or supplemented from time to time.

129. "*LINN Second Lien Notes*" means those certain 12.00% senior secured second lien notes issued by LINN and LINN Energy Finance Corp. pursuant to the LINN Second Lien Notes Indenture.

130. "*LINN Second Lien Notes Claims*" means any Claim derived from or arising under the LINN Second Lien Notes, the LINN Second Lien Notes Indenture, the LINN Second Lien Notes Collateral Agreement, or the LINN Second Lien Settlement Agreement, which are deemed Allowed pursuant to Article III.B.4 herein.

131. "*LINN Second Lien Notes Collateral Agreement*" means that certain Collateral Trust Agreement, dated as of November 20, 2015, by and among LINN, the guarantors party thereto, and U.S. Bank National Association, as collateral trustee, as may be amended, modified, or supplemented.

132. "*LINN Second Lien Notes Indenture*" means that certain Indenture, dated as of November 13, 2015, by and among LINN and LINN Energy Finance Corp., as issuers, and the LINN Second Lien Notes Trustee, as may be amended, supplemented or modified.

133. "*LINN Second Lien Notes Trustee*" means Delaware Trust Company, as successor trustee and collateral trustee under the LINN Second Lien Notes Indenture.

134. "*LINN Second Lien Plan Settlement*" means that certain settlement of the LINN Second Lien Notes Claims, as authorized pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, embodied in the LINN RSA, the terms of which are set forth in Article IV.D of the Plan.

135. "*LINN Second Lien Settlement Agreement*" means that certain Settlement Agreement, dated as of April 4, 2016, by and among LINN and LINN Energy Finance Corp., as issuers, the guarantors party thereto, the LINN Second Lien Notes Trustee, and the Holders of the LINN Second Lien Notes party thereto, as may be amended, modified, or otherwise supplemented from time to time.

136. "*LINN Secured Rights*" means the non-certificated rights to be distributed to the Holders of Allowed LINN Second Lien Notes Claims that will enable the Holder thereof to purchase shares of Reorganized LINN Common Stock in the LINN Secured Rights Offering pursuant to the terms of the LINN Rights Offerings Procedures and the LINN Backstop Agreement.

137. "*LINN Secured Rights Offering*" means the offering of LINN Secured Rights to the Holders of Allowed LINN Second Lien Notes Claims as of the LINN Rights Offerings Record Date, pursuant to which such Holders are eligible to receive shares of Reorganized LINN Common Stock at the LINN Secured Rights Offering Amount, to be conducted in accordance with the applicable LINN Rights Offerings Procedures.

138. "*LINN Secured Rights Offering Amount*" means $210,995,592 in aggregate amount of LINN Secured Rights to receive shares of Reorganized LINN Common Stock at a price per share to be determined as described under the definition of "LINN Rights."

139. "*LINN September 2010 Unsecured Notes Indenture*" means that certain Indenture, dated as of September 13, 2010, by and among LINN and LINN Energy Finance Corp., as issuers, the guarantors party thereto, and the LINN Unsecured Notes Trustee, as may be amended, restated, or otherwise supplemented from time to time.

140. "*LINN Unsecured Rights*" means the non-certificated rights to be distributed to the Holders of Allowed LINN Unsecured Notes Claims as of the LINN Rights Offerings Record Date, pursuant to which such Holders are eligible to receive shares of Reorganized LINN Common Stock at the LINN Unsecured Rights Offering Amount.

141. "*LINN Unsecured Rights Offering Amount*" means $319,004,408 in aggregate amount of LINN Unsecured Rights to receive shares of Reorganized LINN Common Stock at a price per share to be determined as described under the definition of "LINN Rights."

142. "*LINN Unsecured Rights Offering*" means the offering of LINN Unsecured Rights to the Holders of Allowed LINN Unsecured Notes Claims as of the LINN Rights Offerings Record Date, pursuant to which such Holders are eligible to receive shares of Reorganized LINN Common Stock at the LINN Unsecured Rights Offering Amount, to be conducted in accordance with the applicable LINN Rights Offerings Procedures.

143. "*LINN Unsecured Notes*" means, collectively, (a) the LINN 2019 Unsecured Notes, (b) the LINN 2020 Unsecured Notes, and (c) the LINN 2021 Unsecured Notes.

144. "*LINN Unsecured Notes Claims*" means any Claim derived from or arising under the LINN Unsecured Notes, which shall be Allowed pursuant to this Plan.

145. "*LINN Unsecured Notes Indentures*" means, collectively, (a) the LINN April 2010 Unsecured Notes Indenture, (b) LINN September 2010 Unsecured Notes Indenture, (c) LINN 2011 Unsecured Notes Indenture, (d) LINN 2012 Unsecured Notes Indenture, and (e) LINN 2014 Unsecured Notes Indenture.

146. "*LINN Unsecured Notes Trustee*" means Wilmington Trust Company, in its capacity as successor trustee to U.S. Bank National Association under the LINN Unsecured Notes Indentures.

147. "*NASDAQ*" means the NASDAQ Stock Market.

148. "*New Organizational Documents*" means such certificates or articles of incorporation, by-laws, limited liability company operating agreements, or other applicable formation and governance documents of each of the Reorganized LINN Debtors (or their applicable subsidiaries), as applicable, the form of which shall be included in the Plan Supplement, and which shall be reasonably satisfactory to the LINN Debtors and the Required Consenting LINN Noteholders.

149. "*Non-Electing Lender*" has the meaning set forth in Article III.B.3(c) herein.

150. "*NYSE*" means the New York Stock Exchange.

151. "*Ordinary Course Professional Order*" means the *Order Authorizing the Retention and Compensation of Certain Professionals Utilized in the Ordinary Course of Business* [Docket No. 397].

152. "*Original LINN RSA*" means that certain Restructuring Support Agreement, dated as of May 10, 2016, by and among the LINN Lenders party thereto, the holders of certain Claims against Berry party thereto, and the Debtors.

153. "*Other LINN Priority Claims*" means any Claim against a LINN Debtor, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

154. "*Other LINN Secured Claims*" means any Secured Claim against any of the LINN Debtors other than LINN Lender Claims.

155. "*Person*" has the meaning set forth in section 101(41) of the Bankruptcy Code.

156. "*Petition Date*" means May 11, 2016, the date on which the Debtors commenced the Chapter 11 Cases.

157. "*Plan Supplement*" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan, to be Filed by the Debtors no later than 14 days before the Confirmation Hearing or such later date as may be approved by the Bankruptcy Court on notice to parties in interest, and additional documents Filed with the Bankruptcy Court before the Effective Date as amendments to the Plan Supplement comprised of, among other documents, the following: (a) the New Organizational Documents; (b) the Assumed Executory Contract and Unexpired Lease List; (c) the Rejected Executory Contract and Unexpired Lease List; (d) a list of retained Causes of Action; (e) the Reorganized LINN Employee Incentive Plan Agreements; (f) the Reorganized LINN Registration Rights Agreement; (g) the LINN Backstop Agreement; (h) the identity of the members of the Reorganized LINN Board and management for the Reorganized LINN Debtors; (i) the LINN Exit Facility Documents; (j) the Transition Services Agreement; (k) the Form Joint Operating Agreement; and (l) the Berry-LINN Intercompany Settlement Term Sheet; and (m) the identity of the LINN Creditor Representative. Any reference to the Plan Supplement in the Plan shall include each of the documents identified above as (a) through (m), as applicable. Any Plan Supplement documents shall be subject to the reasonable consent of the applicable Consenting LINN Creditors as set forth in the LINN RSA.

158. "*Priority Tax Claim*" means the Claims of Governmental Units of the type specified in section 507(a)(8) of the Bankruptcy Code.

159. "*Pro Rata*" means the proportion that the amount of an Allowed Claim or Allowed Interest in a particular Class bears to the aggregate amount of the Allowed Claims or Allowed Interests in that Class, or the proportion of the Allowed Claims or Allowed Interests in a particular Class and other Classes entitled to share in the same recovery as such Claim or Interest under the Plan.

160. "*Professional*" means an Entity, excluding those Entities entitled to compensation pursuant to the Ordinary Course Professional Order: (a) retained pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code; *provided*, *however*, that professionals employed by the LINN Administrative Agent, Berry Administrative Agent, any Indenture Trustee, or either of the Ad Hoc LINN Noteholder Groups or the Ad Hoc Group of Berry Unsecured Noteholders shall not be "Professionals" for the purposes of the Plan.

161. "*Professional Fee Claims*" means all Administrative Claims for the compensation of Professionals and the reimbursement of expenses incurred by such Professionals through and including the Effective Date to the extent such fees and expenses have not been paid pursuant to the Interim Compensation Order or any other order of the Bankruptcy Court. To the extent the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional's requested fees and expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Fee Claim.

162. "*Professional Fee Escrow Account*" means an interest-bearing account in an amount equal to the Professional Fee Reserve Amount and funded by the Debtors on the Effective Date, pursuant to Article II.A.2(b) of the Plan.

163. "*Professional Fee Reserve Amount*" means the total amount of Professional Fee Claims estimated in accordance with Article II.A.2(c) of the Plan.

164. "*Proof of Claim*" means a proof of Claim Filed against any of the LINN Debtors in the Chapter 11 Cases.

165. "*Proof of Interest*" means a proof of Interest Filed against any of the LINN Debtors in the Chapter 11 Cases.

166. "*Reinstate*," "*Reinstated*," or "*Reinstatement*" means with respect to Claims and Interests, that the Claim or Interest shall be rendered unimpaired for purposes of section 1124 of the Bankruptcy Code.

167. "*Rejected Executory Contract and Unexpired Lease List*" means the list, as determined by the LINN Debtors or the Reorganized LINN Debtors, as applicable, of Executory Contracts and Unexpired Leases that will be rejected by the Reorganized LINN Debtors pursuant to the Plan, which list shall be included in the Plan Supplement; *provided*, that such list with respect to material Executory Contracts and/or material Unexpired Leases shall be reasonably acceptable to the Required LINN Consenting Creditors.

168. "*Released Parties*" means, collectively, and in each case only in its capacity as such: (a) each of the Debtors and the Reorganized Debtors; (b) the Consenting LINN Creditors; (c) the LINN Administrative Agent; (d) the LINN Indenture Trustees; (e) the LINN Backstop Parties; (f) each of the LINN Lenders; (g) the Committee and each of its members; (h) the LINN Creditor Representative; and (i) with respect to each of the foregoing identified in subsections (a) through (i) herein, each of such entities' respective shareholders, affiliates, subsidiaries, members, current and former officers, current and former directors, employees, managers, agents, attorneys, investment bankers, restructuring advisors, professionals, advisors, and representatives, each in their capacities as such; *provided*, *however*, that any Holder of a Claim or Interest that opts out of the releases contained in the Plan shall not be a "Released Party."

169. "*Releasing Parties*" means, collectively, and in each case only in its capacity as such: (a) each of the Debtors and the Reorganized Debtors; (b) the Committee and each of its members; (c) the Consenting LINN Creditors; (d) the LINN Administrative Agent; (e) the LINN Indenture Trustees; (f) the LINN Backstop Parties; (g) each of the LINN Lenders; (h) the Committee and each of its members; (i) the LINN Creditor Representative; (j) without limiting the foregoing, each holder of a Claim against or an interest in the LINN Debtors, in each case other than such a holder that has voted to reject the Plan, is a member of a class that is deemed to reject the Plan, or has voted to accept the Plan or abstains from voting on the Plan and who expressly opts out of the release provided by the Plan; and (k) with respect to each of the foregoing parties under (a) through (j), such Entity and its current and former Affiliates, and such Entities' and their current and former Affiliates' current and former members, directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former members, equity holders, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

170. "*Reorganized*" means, as to any LINN Debtor or LINN Debtors, such LINN Debtor(s) as reorganized pursuant to and under the Plan or any successor thereto, by merger, consolidation, taxable disposition, or otherwise, on or after the Effective Date.

171. "*Reorganized Debtors*" means, collectively, and each in its capacity as such, the Debtors, as reorganized pursuant to and under the Plan or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date, and from and after the Effective Date shall include (without limitation) Reorganized LINN.

172. "*Reorganized LINN*" means a Delaware corporation or limited liability company (and/or one or more subsidiaries) to be formed on or before the Effective Date, which is not a successor for tax purposes, but will acquire LINN's assets on the Effective Date in a taxable disposition, as set forth in the Plan and the New Organizational Documents.

173. "*Reorganized LINN Board*" means the board of directors of Reorganized LINN on and after the Effective Date.

174. "*Reorganized LINN Common Stock*" means the new shares of common stock and/or limited liability company units, as applicable, in Reorganized LINN to be issued and distributed under and in accordance with the Plan.

175. "*Reorganized LINN Debtors*" means the LINN Debtors, as reorganized pursuant to and under the Plan, or any successor thereto, by merger, consolidation, or otherwise, except for those LINN Debtors that are dissolved or wound down pursuant to the terms of the Plan, and from and after the Effective Date, shall include (without limitation) Reorganized LINN and shall not include LINN, LinnCo, LAC, or Berry.

176. "*Reorganized LINN EIP Equity*" means the stock and options in the Reorganized LINN Debtors to be issued in connection with the Reorganized LINN Employee Incentive Plan and subject to the terms of the Reorganized LINN Employee Incentive Plan Agreements.

177. "*Reorganized LINN Employment Agreements*" means the employment agreements by and between employees of the LINN Debtors and the LINN Debtors, which shall be assumed and assigned to Reorganized LINN on the Effective Date.

178. "*Reorganized LINN Employee Incentive Plan*" means the management employee incentive plan to be implemented with respect to Reorganized LINN (and/or a subsidiary thereof) on the Effective Date, the material terms of which shall include equity-based awards providing for (a) 8 percent of the equity value of the Reorganized LINN Debtors as follows: (i) 2.5 percent of the equity value of the Reorganized LINN Debtors in the form of restricted stock units to be issued on the Effective Date, (ii) 1.5 percent of the equity value of the Reorganized LINN Debtors in the form of profits interests that will vest based on time and performance (with the performance conditions satisfied once the equity value of the Reorganized LINN Debtors (as equitably adjusted for subsequent contributions and distributions) is equal to 1.5 times the discounted equity value of the Reorganized LINN Debtors used for the LINN Rights Offerings), all of which will be issued on the Effective Date, and (z) the remaining 4 percent of the equity value of the Reorganized LINN Debtors in a form of equity-based award as determined by the Reorganized LINN Board, taking into account the then prevailing practices of publicly-traded exploration and production companies, and (b) an additional 2.0 percent of the equity of the Reorganized LINN Debtors, which will be issued as of the Effective Date in the form of profits interests that vest once the equity value of the Reorganized LINN Debtors (as equitably adjusted for subsequent contributions and distributions) is equal to 1.5 times the equity value of the Reorganized LINN Debtors as of the Effective Date, provided that all of the foregoing shall be qualified by the Reorganized LINN Employee Incentive Plan Term Sheet. The other terms and conditions of the Reorganized LINN Employee Incentive Plan shall be set forth in the Reorganized LINN Employee Incentive Plan Agreements and the participants' respective employment agreements.

179. "*Reorganized LINN Employee Incentive Plan Agreements*" means the agreements, in form and substance reasonably acceptable to Reorganized LINN and the Required Consenting LINN Creditors, that shall govern the terms of the Reorganized LINN Employee Incentive Plan and shall be consistent with the Reorganized LINN Employee Incentive Plan Term Sheet.

180. "*Reorganized LINN Employee Incentive Plan Term Sheet*" means that certain term sheet setting forth the principal terms of the Reorganized LINN Employee Incentive Plan, attached as Exhibit 2 to Exhibit A to the LINN RSA.

181. "*Reorganized LINN Non-Conforming Term Notes*" means the non-conforming term notes on the terms set forth in the Reorganized LINN Non-Conforming Term Note Documents, which shall not be part of the LINN Exit Facility.

182. "*Reorganized LINN Non-Conforming Term Note Documents*" means the credit agreement in respect of the Reorganized LINN Non-Conforming Term Notes, collateral documents, Uniform Commercial Code statements, and other loan documents, to be dated as of the Effective Date, governing the Reorganized LINN Non-Conforming Term Notes (if any).

183. "*Reorganized LINN Registration Rights Agreement*" means the registration rights agreement by and between Reorganized LINN, the LINN Backstop Parties (including their affiliates), and certain other parties that receive 10 percent or more of the shares of Reorganized LINN Common Stock issued under the Plan and/or the LINN Rights Offerings or cannot sell their shares under Rule 144 of the Securities Act without volume or manner of sale restrictions, as of the Effective Date, pursuant to which such parties shall be entitled to customary registration rights with respect to such Reorganized LINN Common Stock, which shall be in substantially the form to be filed with the Plan Supplement and reasonably acceptable to LINN and the Required Consenting LINN Noteholders.

184. "*Reorganized LINN Revolving Loan*" means the reserve based lending facility with an initial borrowing base equal to $1.4 billion minus the amount of Reorganized LINN Non-Conforming Term Notes issued to Non-Electing Lenders (as initially divided between a $1.4 billion conforming tranche minus the amount of Reorganized LINN Non-Conforming Term Notes issued to Non-Electing Lenders and $0.0 in a non-conforming tranche), on the terms and conditions set forth in the LINN Exit Facility Documents.

185. "*Reorganized LINN Term Loan*" means the new first lien term loan in the aggregate original principal amount of $300 million on the terms set forth in the LINN Exit Facility Documents.

186. "*Required Consenting LINN Creditors*" means, collectively, (a) the Required Consenting LINN Lenders, and (b) the Required Consenting LINN Noteholders.

187. "*Required Consenting LINN Lenders*" means the Consenting LINN Lenders holding, controlling, or having the ability to control more than sixty-six and two-thirds percent (66-2/3 percent) of the outstanding principal amount of LINN Lender Claims directly or indirectly held or controlled by the Consenting LINN Lenders, calculated as of such date the Consenting LINN Lenders make a determination in accordance with the LINN RSA.

188. "*Required Consenting LINN Noteholders*" means (a) members of the Steering Committee of the Ad Hoc Group of Unsecured Noteholders (as each term is defined in the LINN RSA) holding more than sixty-six and two-thirds percent (66-2/3 percent) of the LINN Unsecured Notes Claims held by all members of the Steering Committee of the Ad Hoc Group of Unsecured Noteholders, and (b) members of the Steering Committee of the Ad Hoc Group of Second Lien Noteholders (as each term is defined in the LINN RSA) holding more than sixty-six and two-thirds percent (66-2/3 percent) of the LINN Second Lien Notes Claims held by all members of the Steering Committee of the Ad Hoc Group of Second Lien Noteholders, in each case of (a) and (b), voting as a separate class, and calculated as of such date as the Consenting LINN Noteholders make a determination in accordance with the LINN RSA or the LINN Backstop Agreement, as applicable.

189. "*Royalty and Working Interests*" means the working interests granting the right to exploit oil and gas, and certain other royalty or mineral interests, including but not limited to, landowner's royalty interests, overriding royalty interests, net profit interests, non-participating royalty interests, and production payments.

190. "*Schedules*" means the schedules of assets and liabilities, schedules of Executory Contracts or Unexpired Leases, and statement of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code, the official bankruptcy forms, and the Bankruptcy Rules.

191. "*SEC*" means the Securities and Exchange Commission.

192. "*Secured*" means when referring to a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code; or (b) Allowed pursuant to the Plan or separate order of the Bankruptcy Court as a secured claim.

193. "*Securities Act*" means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, as amended, together with the rules and regulations promulgated thereunder.

194. "*Security*" or "*Securities*" has the meaning set forth in section 2(a)(1) of the Securities Act.

195. "*Transition Services Agreement*" means the transition services and separation agreement by and between the LINN Debtors and the Berry Debtors, as provided for in the LINN RSA, which shall be reasonably satisfactory in form and substance to the LINN Debtors, the Required Consenting LINN Creditors, and the Berry Debtors.

196. "*Unexpired Lease*" means a lease to which one or more of the LINN Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

197. "*Unimpaired*" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

198. "*U.S.*" means the United States of America.

199. "*U.S. Trustee*" means the Office of the U.S. Trustee Region 7 for the Southern District of Texas.

200. "*Unsecured Claim*" means any Claim that is not an Administrative Claim, Priority Tax Claim, Other LINN Priority Claim, LINN Lender Claim, or other Secured Claim; *provided*, that, for the avoidance of doubt and pursuant to Article IV.D herein and the LINN Second Lien Settlement, the LINN Second Lien Notes Claims shall constitute Unsecured Claims.

B. Rules of Interpretation.

For the purposes of the Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity's successors and assigns; (5) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (7) unless otherwise specified, the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (8) subject to the provisions of any contract, certificate of incorporation, or similar formation document or agreement, by-law, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance

with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (9) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (10) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (11) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (12) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (13) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (14) any immaterial effectuating provisions may be interpreted by the Reorganized LINN Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; and (15) except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the LINN Debtors or to the Reorganized LINN Debtors shall mean the LINN Debtors and the Reorganized LINN Debtors, as applicable, to the extent the context requires.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable after the Effective Date.

D. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); *provided*, *however*, that corporate governance matters relating to the LINN Debtors or the Reorganized LINN Debtors, as applicable, shall be governed by the laws of the state of incorporation or formation of the relevant LINN Debtor or Reorganized LINN Debtor, as applicable.

E. Reference to Monetary Figures.

All references in the Plan to monetary figures shall refer to currency of the U.S., unless otherwise expressly provided.

F. Conflicts.

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

ARTICLE II.
ADMINISTRATIVE CLAIMS AND PRIORITY TAX CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests. Except with respect to Professional Fee Claims, which shall be allocated and paid in the manner specified in Article II.A.2 of this Plan, each LINN Debtor shall be obligated to satisfy only the Allowed Administrative Claims or Priority Tax Claims of its respective Estates.

A. Administrative Claims.

1. General Administrative Claims.

Except as specified in this Article II, unless the Holder of an Allowed General Administrative Claim and the LINN Debtors or the Reorganized LINN Debtors, as applicable, agree to less favorable treatment, each Holder of an Allowed General Administrative Claim will receive, in full satisfaction of its General Administrative Claim, Cash equal to the amount of such Allowed General Administrative Claim either: (a) on the Effective Date; (b) if the General Administrative Claim is not Allowed as of the Effective Date, 60 days after the date on which an order allowing such General Administrative Claim becomes a Final Order, or as soon thereafter as reasonably practicable; or (c) if the Allowed General Administrative Claim is based on a liability incurred by the Debtors in the ordinary course of their business after the Petition Date, pursuant to the terms and conditions of the particular transaction or agreement giving rise to such Allowed General Administrative Claim, without any further action by the Holders of such Allowed General Administrative Claim, and without any further notice to or action, order, or approval of the Bankruptcy Court. Notwithstanding the foregoing, no request for payment of a General Administrative Claim need be Filed with respect to a General Administrative Claim previously Allowed by Final Order.

Except for Claims of Professionals, requests for payment of General Administrative Claims that were not accrued in the ordinary course of business must be Filed and served on the LINN Debtors or the Reorganized LINN Debtors, as applicable, no later than the Administrative Claims Bar Date applicable to the LINN Debtor against whom the General Administrative Claim is asserted pursuant to the procedures specified in the Confirmation Order and the notice of the Effective Date. Holders of General Administrative Claims that are required to File and serve a request for payment of such General Administrative Claims by the Administrative Claims Bar Date that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such General Administrative Claims against the LINN Debtors, the Reorganized LINN Debtors, or their respective property and such General Administrative Claims shall be deemed forever discharged and released as of the Effective Date. Any requests for payment of General Administrative Claims that are not properly Filed and served by the Administrative Claims Bar Date shall not appear on the Claims Register and shall be disallowed automatically without the need for further action by the Debtors or the Reorganized LINN Debtors or further order of the Bankruptcy Court. To the extent this Article II.A.1 conflicts with Article XII.C of the Plan with respect to fees and expenses payable under section 1930(a) of the Judicial Code, including fees and expenses payable to the U.S. Trustee, Article XII.C of the Plan shall govern.

The Reorganized LINN Debtors, in their sole and absolute discretion, may settle General Administrative Claims in the ordinary course of business without further Bankruptcy Court approval. The LINN Debtors may also choose to object to any Administrative Claim no later than 60 days from the Administrative Claims Bar Date, subject to extensions by the Bankruptcy Court, agreement in writing of the parties, or on motion of a party in interest approved by the Bankruptcy Court. Unless the LINN Debtors or the Reorganized LINN Debtors (or other party with standing) object to a timely filed and properly served Administrative Claim, such Administrative Claim will be deemed Allowed in the amount requested. In the event that the LINN Debtors or the Reorganized LINN Debtors object to an Administrative Claim, the parties may confer to try to reach a settlement and, failing that, the Bankruptcy Court will determine whether such Administrative Claim should be allowed and, if so, in what amount; *provided*, that in no event shall any Reorganized LINN Debtor be obligated to satisfy any Allowed General Administrative Claim asserted against LINN or LinnCo.

2. Professional Compensation.

(a) Final Fee Applications.

All final requests for payment of Professional Fee Claims, including the Professional Fee Claims incurred during the period from the Petition Date through the Effective Date, must be Filed and served on the Reorganized LINN Debtors no later than 60 days after the Effective Date. All such final requests will be subject to approval by the Bankruptcy Court after notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior orders of the Bankruptcy Court in the Chapter 11 Cases, including the Interim Compensation Order, and once approved by the Bankruptcy Court, promptly paid from the Professional Fee Escrow Account up to its full Allowed amount. If the Professional Fee Escrow Account is insufficient to fund the full Allowed amounts of Professional Fee Claims, remaining unpaid Allowed Professional Fee Claims will be allocated among and paid directly by the Reorganized LINN Debtors in the manner prescribed by Article II.A.2(d) of the Plan.

(b) Professional Fee Escrow Account.

On the Effective Date, the Reorganized LINN Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Reserve Amount, the funding of which shall be allocated among the LINN Debtors in the manner prescribed by Article II.A.2(d) of the Plan. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals. Such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals by the Reorganized LINN Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed by a Final Order. When all such Allowed amounts owing to Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors in the manner prescribed by the allocation set forth in Article II.A.2(d) of the Plan, without any further action or order of the Bankruptcy Court. If the Professional Fee Escrow Account is insufficient to fund the full Allowed amounts of Professional Fee Claims, remaining unpaid Allowed Professional Fee Claims will be paid by the LINN Debtors or the Reorganized LINN Debtors, as applicable.

(c) Professional Fee Reserve Amount.

Professionals shall estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the LINN Debtors before and as of the Effective Date and shall deliver such estimate to the LINN Debtors no later than five Business Days before the Effective Date; *provided*, *however*, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the LINN Debtors or Reorganized LINN Debtors may estimate the unpaid and unbilled fees and expenses of such Professional. The total amount estimated pursuant to this section shall comprise the Professional Fee Reserve Amount. The Professional Fee Reserve Amount, as well as the return of any excess funds in the Professional Fee Escrow Account after all Allowed Professional Fee Claims have been paid in full, shall be allocated as among the LINN Debtors in the manner prescribed by Article II.A.2(d) of the Plan.

(d) Allocation of Professional Fee Claims.

Allowed Professional Fee Claims shall be allocated to, and paid by, the applicable LINN Debtor (or Berry Debtor) for whose benefit such Professional Fees Claims were incurred in a manner consistent with the terms of the Cash Collateral Order and/or Cash Management Order. For the avoidance of doubt, the LINN Debtors shall not be responsible for payment of any legal, professional, or other fees and expenses incurred by the Berry Debtors in connection with the Chapter 11 Cases and after the Effective Date, and the Berry Debtors shall not be responsible for payment of any legal, professional, or other fees and expenses incurred by the LINN Debtors in connection with the Chapter 11 Cases and after the Effective Date.

(e) Post-Confirmation Date Fees and Expenses.

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the LINN Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses incurred by the LINN Debtors. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized LINN Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Adequate Protection Claims.

Adequate Protection Claims of the LINN Lenders will receive the treatment provided for in Article III.B.3 for Holders of Allowed LINN Lender Claims.

B. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code and, for the avoidance of doubt, Holders of Allowed Priority Tax Claims will receive interest on such Allowed Priority Tax Claims after the Effective Date in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code; *provided*, that in no event shall any Reorganized LINN Debtor be obligated to satisfy any Priority Tax Claim asserted against LINN or LinnCo.

C. Statutory Fees.

All fees due and payable pursuant to section 1930 of Title 28 of the United States Code before the Effective Date with respect to the LINN Debtors shall be paid by the LINN Debtors. On and after the Effective Date, the Reorganized LINN Debtors shall pay any and all such fees when due and payable, and shall File with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each LINN Debtor shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of that particular LINN Debtor's case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests.

Claims and Interests, except for Administrative Claims and Priority Tax Claims, are classified in the Classes set forth in this Article III. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is also classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied before the Effective Date. The LINN Debtors reserve the right to assert that the treatment provided to Holders of Claims and Interests pursuant to Article III.B of the Plan renders such Holders Unimpaired.

The Plan constitutes a separate chapter 11 plan of reorganization for each LINN Debtor, each of which shall include the classifications set forth below. Subject to Article III.D of the Plan, to the extent that a Class contains Claims or Interests only with respect to one or more particular LINN Debtors, such Class applies solely to such LINN Debtor.

The following chart represents the classification of Claims and Interests for each LINN Debtor pursuant to the Plan.

Class	Claims and Interests	Status	Voting Rights
Class A1	Other LINN Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class A2	Other LINN Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class A3	LINN Lender Claims	Impaired	Entitled to Vote
Class A4	LINN Second Lien Notes Claims	Impaired	Entitled to Vote

Class	Claims and Interests	Status	Voting Rights
Class A5	LINN Unsecured Notes Claims	Impaired	Entitled to Vote
Class A6	LINN General Unsecured Claims	Impaired	Entitled to Vote
Class A7	LINN Convenience Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class A8	LINN Intercompany Settled Claims	Impaired	Presumed to Accept
Class A9	LINN Intercompany Claims	Unimpaired/ Impaired	Not Entitled to Vote (Deemed to Accept/Reject)
Class A10	LINN Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class A11	LINN Intercompany Interests	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class A12	Interests in LINN and LinnCo	Impaired	Not Entitled to Vote (Deemed to Reject)

B. Treatment of Claims and Interests.

To the extent a Class contains Allowed Claims or Allowed Interests with respect to any LINN Debtor, the classification of Allowed Claims and Allowed Interests is specified below.

1. Class A1 - Other LINN Secured Claims.

   (a) *Classification*: Class A1 consists of Other LINN Secured Claims.

   (b) *Treatment*: Except to the extent that a Holder of an Allowed Other LINN Secured Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other LINN Secured Claim, each such Holder shall receive, at the option of the applicable LINN Debtor(s), either:

      (i) payment in full in Cash;

      (ii) delivery of collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code;

      (iii) Reinstatement of such Claim; or

      (iv) other treatment rendering such Claim Unimpaired.

   (c) *Voting:* Class A1 is Unimpaired under the Plan. Holders of Claims in Class A1 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

2. Class A2 - Other LINN Priority Claims.

   (a) *Classification*: Class A2 consists of Other LINN Priority Claims.

   (b) *Treatment*: Except to the extent that a Holder of an Allowed Other LINN Priority Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other LINN Priority Claim, each such Holder shall receive, at the option of the applicable LINN Debtor(s), either:

      (i) payment in full in Cash; or

      (ii) other treatment rendering such Claim Unimpaired.

(c) *Voting*: Class A2 is Unimpaired under the Plan. Holders of Claims in Class A2 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

3. Class A3 - LINN Lender Claims.

(a) *Classification*: Class A3 consists of LINN Lender Claims Against the LINN Debtors.

(b) *Allowance*: Notwithstanding any other provision of this Plan to the contrary, on the Effective Date, the LINN Lender Claims are Allowed as fully Secured Claims under section 506(b) of the Bankruptcy Code having first lien priority in the amount of $1.939 billion on account of unpaid principal, plus unpaid interest, fees, other expenses, and other obligations arising under or in connection with the LINN Lender Claims, or as set forth in the LINN Credit Agreement other Loan Documents (as defined in the LINN Credit Agreement), in each case, not subject either in whole or in part to off-set, disallowance or avoidance under chapter 5 of the Bankruptcy Code or otherwise, or any legal, contractual, or equitable theory for claims or Causes of Action (including, without limitation, subordination, recharacterization, recoupment, or unjust enrichment) that the any Person including but not limited to the Debtors and their Estates may be entitled to assert against the LINN Lenders or the LINN Lender Claims.

(c) *Treatment*: Notwithstanding any other provision of this Plan to the contrary, on the Effective Date, except to the extent that a Holder of an Allowed LINN Lender Claim in Class A3 agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed LINN Lender Claim, each such Holder shall receive its Pro Rata share of: (A) if such Holder elects to participate in the LINN Exit Facility, (i) the LINN Exit Facility and (ii) the LINN Lender Paydown upon the execution of definitive documentation, dated on or before the Effective Date, necessary to implement the Plan, including the LINN Exit Facility Documents; or (B) if such Holder elects not to participate in the LINN Exit Facility (each, a "Non-Electing Lender"), in which case such Non-Electing Lender shall receive its Pro Rata share of the Reorganized LINN Non-Conforming Term Notes, in lieu of any share of (i) the LINN Exit Facility and (ii) the LINN Lender Paydown, upon the execution of definitive documentation, dated on or before the Effective Date, necessary to implement the Plan, including the Reorganized LINN Non-Conforming Term Notes Documents. The Reorganized Linn Non-Conforming Term Notes shall have the same maturity and liens as the Reorganized LINN Revolving Loans. For the avoidance of doubt, each Non-Electing Lender shall not receive any portion of the LINN Lender Paydown and shall receive only a Reorganized LINN Non-Conforming Term Note in a principal amount equal to its Allowed LINN Lender Claim, and each Consenting LINN Lender shall receive a LINN Lender Paydown payment in the amount of (a) its Allowed LINN Lender Claim less (b) the sum of the amount of such Consenting LINN Lender's Allowed LINN Lender Claim that is deemed to be a drawn loan pursuant to each of (x) the Reorganized LINN Term Loan and (y) Reorganized LINN Revolving Loan, plus (c) on a pro forma basis with respect to all Consenting LINN Lenders its share of the amount that would otherwise be payable to Non-Electing Lenders, if such Non-Electing Lenders were Consenting LINN Lenders (such that the aggregate amount received by Consenting LINN Lenders is equal to the LINN Lender Paydown).

(d) *Voting:* Class A3 is Impaired under the Plan. Holders of Claims in Class A3 are entitled to vote to accept or reject the Plan.

4. Class A4 - LINN Second Lien Notes Claims.

   (a) *Classification*: Class A4 consists of LINN Second Lien Notes Claims.

   (b) *Allowance*: As set forth in Article IV.D herein and the LINN Second Lien Plan Settlement, the LINN Second Lien Notes Claims are Allowed as Unsecured Claims in an amount equal to $2.0 billion, plus unpaid interest (applying an interest rate of 12.00 percent on the $1 billion principal amount of the LINN Second Lien Notes), fees, and other expenses arising under or in connection with the LINN Second Lien Notes Claims, and shall not be subject to any avoidance, reductions, setoff, offset, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, objection, or any other challenges under any applicable law or regulation by any Person.

   (c) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed LINN Second Lien Notes Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed LINN Second Lien Notes Claim, each such Holder shall (i) receive its Pro Rata share (based on the amount of its Allowed LINN Second Lien Notes Claim as a percentage of all Allowed LINN Second Lien Notes Claims) of (A) $30 million in Cash, and (B) the LINN Secured Rights, and (ii) its Pro Rata share (based on its Allowed LINN Second Lien Notes Claim as a percentage of the total Allowed LINN Notes Claims) of the LINN Funded Debt Equity Distribution. Distribution to each Holder of an Allowed LINN Second Lien Notes Claim shall be subject to the rights and the terms of the LINN Second Lien Notes Indenture and the right of the LINN Second Lien Notes Trustee to assert its LINN Second Lien Notes Trustee Charging Lien.

   (d) *Voting:* Class A4 is Impaired under the Plan. Holders of Claims in Class A4 are entitled to vote to accept or reject the Plan.

5. Class A5 - LINN Unsecured Notes Claims.

   (a) *Classification*: Class A5 consists of LINN Unsecured Notes Claims.

   (b) *Allowance*: The LINN Unsecured Notes Claims are Allowed as follows: (i) $580,100,547.11 due as of the Petition Date under the 6.5% senior notes due May 2019, issued by LINN and LINN Energy Finance Corp. pursuant to the LINN 2011 Unsecured Notes Indenture; (ii) $600,580,190.97 due as of the Petition Date under the 6.25% senior notes due November 2019, issued by LINN and LINN Energy Finance Corp. pursuant to the LINN 2012 Unsecured Notes Indenture; (iii) $754,061,706.75 due as of the Petition Date under the LINN 2020 Unsecured Notes; (iv) $788,870,992.11 due as of the Petition Date under the 7.75% senior notes due February 2021, issued by LINN and LINN Finance Corp. pursuant to the LINN September 2010 Unsecured Notes Indenture; and (v) $385,279,610.33 due as of the Petition Date under the 6.5% senior notes due September 2021, issued by LINN and LINN Energy Finance Corp. pursuant to the LINN 2014 Unsecured Notes Indenture; in each case, plus any additional unpaid interest, fees, and other expenses (if any) arising under or in connection with the LINN Unsecured Notes Claims.

(c) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed LINN Unsecured Notes Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed LINN Unsecured Notes Claim, each such Holder shall receive its Pro Rata share of (i) the LINN Funded Debt Equity Distribution (based on the amount of their Allowed LINN Unsecured Notes Claim as a percentage of the total Allowed LINN Notes Claims), and (ii) the LINN Unsecured Rights (based on the amount of its Allowed LINN Unsecured Notes Claim as a percentage of all Allowed LINN Unsecured Notes Claims).

(d) *Voting:* Class A5 is Impaired under the Plan. Holders of Claims in Class A5 are entitled to vote to accept or reject the Plan.

6. Class A6 - LINN General Unsecured Claims.

(a) *Classification*: Class A6 consists of LINN General Unsecured Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed LINN General Unsecured Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed LINN General Unsecured Claim, each such Holder shall receive its Pro Rata share of the LINN GUC Cash Distribution Pool; *provided*, that a Holder of an Allowed LINN General Unsecured Claim may elect to irrevocably reduce its Allowed LINN General Unsecured Claim to $2,500 to receive the treatment provided for Holders of Allowed LINN Convenience Claims. To the extent the LINN GUC Cash Distribution Pool is not fully consumed for any reason, the residual excess will be distributed Pro Rata to Holders of Allowed LINN General Unsecured Claims.

(c) *Voting:* Class A6 is Impaired under the Plan. Holders of Claims in Class A6 are entitled to vote to accept or reject the Plan.

7. Class A7 - LINN Convenience Claims.

(a) *Classification*: Class A7 consists of LINN Convenience Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed LINN Convenience Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed LINN Convenience Claim, each such Holder shall receive Cash in an amount equal to its Allowed LINN Convenience Claim; *provided*, *however*, that (i) to the extent that the sum of (A) Allowed LINN Convenience Claims and (B) Allowed LINN General Unsecured Claims for which such Holders elect to irrevocably reduce to receive treatment as Allowed LINN Convenience Claims exceeds the LINN Convenience Claims Cash Distribution Pool, any such excess costs will be paid with, and deducted from, the LINN GUC Cash Distribution Pool, and (ii) to the extent that the LINN Convenience Claims Cash Distribution Pool is not fully consumed for any reason, the residual excess will be deposited into the LINN GUC Cash Distribution Pool for Pro Rata distribution to Holders of Allowed LINN General Unsecured Claims other than Holders of Allowed LINN Convenience Claims.

(c) *Voting:* Class A7 is Unimpaired under the Plan. Holders of Claims in Class A7 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

8. Class A8 - LINN Intercompany Settled Claims.

   (a) *Classification*: Class A8 consists of LINN Intercompany Settled Claims.

   (b) *Treatment*: The LINN Settled Intercompany Claims shall receive the treatment set forth in the Berry-LINN Intercompany Settlement, which shall include, among other things, an Allowed LINN Settled Intercompany Claim against LINN in the aggregate amount of $25 million, which shall be treated as an Allowed LINN General Unsecured Claim pursuant to Article III.B.6 hereof.

   (c) *Voting:* Class A8 is Impaired under the Plan. Holders of Allowed LINN Intercompany Settled Claims are presumed to accept the Plan.

9. Class A9 - LINN Intercompany Claims.

   (a) *Classification*: Class A9 consists of LINN Intercompany Claims.

   (b) *Treatment*: Each Allowed LINN Intercompany Claim shall be, at the option of the LINN Debtors or the Reorganized LINN Debtors, either: (i) Reinstated; (ii) converted to equity; or (iii) canceled and shall receive no distribution on account of such Claims and may be compromised, extinguished, or settled after the Effective Date; *provided*, *however*, that any LINN Intercompany Claim relating to any postpetition payments from any Debtor to a LINN Debtor under any postpetition Intercompany Transaction (as defined in the Cash Management Order, and including any postpetition payments from LINN to any other LINN Debtor) shall be, unless the applicable LINN Debtor agrees otherwise or as otherwise provided in the Berry-LINN Intercompany Settlement, paid in full in Cash as a General Administrative Claim pursuant to Article II.A herein.

   (c) *Voting:* Class A9 is either Unimpaired and/or treated as a General Administrative Claim, and such Holders of LINN Intercompany Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code, or Impaired, and such Holders of Allowed Class A9 Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Allowed LINN Intercompany Claims are not entitled to vote to accept or reject the Plan.

10. Class A10 - LINN Section 510(b) Claims.

   (a) *Classification*: Class A10 consists of LINN Section 510(b) Claims.

   (b) *Treatment*: Each LINN Section 510(b) Claim shall be deemed canceled, discharged, released, and extinguished, and there shall be no distribution to Holders of LINN Section 510(b) Claims on account of such Claims.

   (c) *Voting:* Class A10 is Impaired under the Plan. Holders of Allowed LINN Section 510(b) Claims are deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code. Holders of Allowed LINN Section 510(b) Claims are not entitled to vote to accept or reject the Plan.

11. Class A11 - LINN Intercompany Interests.

   (a) *Classification*: Class A11 consists of all LINN Intercompany Interests.

(b) *Treatment*: LINN Intercompany Interests shall be Reinstated as of the Effective Date.

(c) *Voting:* Class A11 is Unimpaired under the Plan. Holders of LINN Intercompany Interests are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

12. Class A12 - Interests in LINN and LinnCo.

(a) *Classification*: Class A12 consists of any Interests in LINN and LinnCo.

(b) *Treatment*: On the Effective Date, existing Interests in LINN and LinnCo shall be deemed canceled, discharged, released, and extinguished, and there shall be no distribution to Holders of Interests in LINN and LinnCo on account of such Interests; *provided, however*; provided, however, that Holders of Interests in LinnCo may receive a non-transferable escrow position to the extent necessary to facilitate any distributions that may become available in the future on account of such Interests in LinnCo.

(c) *Voting:* Class A12 is Impaired under the Plan. Holders of Interests in LINN and LinnCo are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

C. Special Provision Governing Unimpaired Claims.

Except as otherwise provided in the Plan, nothing under the Plan shall affect the LINN Debtors' rights in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

D. Elimination of Vacant Classes.

Any Class of Claims or Interests that, as of the commencement of the Confirmation Hearing, does not have at least one Holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes pursuant to the Disclosure Statement Order shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class.

E. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by one or more of the Classes entitled to vote pursuant to Article III.B of the Plan. The LINN Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The LINN Debtors reserve the right to modify the Plan in accordance with Article X hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims to render such Class of Claims Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules or to withdraw the Plan as to such LINN Debtor.

F. Voting Classes; Presumed Acceptance by Non-Voting Classes

If a Class contains Holders of Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be presumed accepted by the Holders of such Claims or Interests in such Class.

G. Presumed Acceptance and Rejection of the Plan

To the extent that Claims of any class are canceled, each Holder of a Claim in such class is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plan. To the extent that Claims or Interests of any Class are Reinstated, each Holder of a Claim or Interest in such Class is presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plans.

H. Intercompany Interests

To the extent Reinstated under the Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests, but rather for the purposes of administrative convenience, for the ultimate benefit of the Holders of Reorganized LINN Common Stock, and in exchange for the LINN Debtors' and Reorganized LINN Debtors' agreement under the Plan to make certain distributions to the Holders of Allowed Claims. For the avoidance of doubt, any Interest in Non-Debtor Subsidiaries owned by a LINN Debtor shall continue to be owned by the applicable Reorganized LINN Debtor.

I. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

J. Subordinated Claims and Interests.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the LINN Debtors or Reorganized LINN Debtors reserve the right to re-classify any Allowed Claim in accordance with any contractual, legal, or equitable subordination relating thereto. Notwithstanding anything in this Plan to the contrary, the LINN Lender Claims shall not be subordinated in any manner or for any reason.

ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN

A. General Settlement of Claims and Interests.

The Plan shall be deemed a motion to approve the good-faith compromise and settlement pursuant to which the LINN Debtors, the Holders of Claims against and/or Interests in the LINN Debtors, the Consenting LINN Creditors, and the LINN Lenders settle all Claims, Interests, and Causes of Action pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, including the Berry-LINN Intercompany Settlement, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. The Confirmation Order shall constitute the Court's approval of the compromise, settlement, and release of all such Claims, Interests, and Causes of Action, as well as a finding by the Bankruptcy Court that all such compromises, settlements, and releases are in the best interests of the LINN Debtors, their Estates, and the Holders of Claims, Interests, and Causes of Action, and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized LINN Debtors may compromise and settle all Claims and Causes of Action against, and Interests in, the LINN Debtors and their Estates. The compromises, settlements, and releases described herein shall be deemed nonseverable from each other and from all other terms of the Plan. Subject to Article VI of the Plan, all distributions made to Holders of Allowed Claims and Allowed Interests in any Class are intended to be and shall be final.

B. LINN Restructuring Transactions.

On the Effective Date, the LINN Debtors or the Reorganized LINN Debtors, as applicable, will effectuate the LINN Restructuring Transactions, and will take any actions as may be necessary or advisable to effect a corporate restructuring of their respective businesses or a corporate restructuring of the overall corporate structure of the LINN Debtors, to the extent provided herein. The actions to implement the LINN Restructuring Transactions may include: (a) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law and any other terms to which the applicable Entities may agree, including the formation of the entity or entities that will comprise the Reorganized LINN Debtors; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (c) the filing of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, dissolution, or other organizational documents pursuant to applicable state law; (d) the execution and delivery of the New Organizational Documents; (e) the execution and delivery of the LINN Exit Facility Documents (including all actions to be taken, undertakings to be made, and obligations to be incurred and fees, expenses, and the LINN Lender Paydown to be paid by the LINN Debtors and the Reorganized LINN Debtors, as applicable), subject to any post-closing execution and delivery periods provided for in the LINN Exit Facility Documents; (f) the execution and delivery of the Transition Services Agreement (including all actions to be taken, undertakings to be made, and obligations to be incurred and fees to be paid by the LINN Debtors, the Reorganized LINN Debtors, the Berry Debtors, or the reorganized Berry Debtors, as applicable, in connection therewith); (g) the execution and delivery of the Form Joint Operating Agreement (including all actions to be taken, undertakings to be made, and obligations and fees to be paid by the LINN Debtors, Reorganized LINN Debtors, the Berry Debtors, and the reorganized Berry Debtors, as applicable); (h) the execution and delivery of the Reorganized LINN Registration Rights Agreement; (i) the issuance of the Reorganized LINN Common Stock pursuant to the LINN Funded Debt Equity Distribution; (j) pursuant to the LINN Rights Offerings Procedures and the LINN Backstop Agreement, the implementation of the LINN Rights Offerings, the distribution of the LINN Rights to the LINN Rights Offerings Participants as of the LINN Rights Offerings Record Date, and the issuance of the Reorganized LINN Common Stock in connection therewith; (k) adoption of the Reorganized LINN Employee Incentive Plan and the allocation and issuance of the Reorganized LINN EIP Equity in accordance with the terms included therein; (l) the establishment and funding of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool; and (m) after cancellation of the Interests in LINN and LinnCo, all other actions that the applicable Entities determine to be necessary or advisable, including making filings or recordings that may be required by law in connection with the Plan. For the avoidance of doubt, the Debtors intend that the transactions relating to the transfer of the LINN Debtors' assets shall constitute taxable dispositions for U.S. federal income tax purposes.

The Confirmation Order shall and shall be deemed to, pursuant to sections 1123 and 363 of the Bankruptcy Code and Bankruptcy Rule 9019, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including the LINN Restructuring Transactions.

On the Business Day before the Effective Date, a third party designated by mutual agreement of the LINN Debtors and the Required Consenting LINN Creditors shall form Reorganized LINN. For the avoidance of doubt, and notwithstanding anything to the contrary herein, the assets of, and equity interests in, the Berry Debtors shall not be in any event transferred to Reorganized LINN.

C. Sources of Consideration for Plan Distributions.

The LINN Debtors shall fund distributions under the Plan, as applicable, with: (1) the LINN Exit Facility; (2) the Reorganized LINN Non-Conforming Term Notes (if any); (3) the encumbered and unencumbered Cash on hand, including Cash from operations or asset dispositions, of the LINN Debtors, (4) the Cash proceeds of the sale

of the Reorganized LINN Common Stock pursuant to the LINN Rights Offerings; and (5) the Reorganized LINN Common Stock. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth herein applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The issuance, distribution, or authorization, as applicable, of certain securities in connection with the Plan, including the Reorganized LINN Common Stock and the LINN Rights will be exempt from SEC registration to the fullest extent permitted by law, as described more fully in Article VI.D below.

1. LINN Exit Facility.

On the Effective Date, the Reorganized LINN Debtors shall enter into the LINN Exit Facility, with Reorganized LINN as a holding company and guarantor directly or indirectly holding all of the equity interests of all of the other Reorganized LINN Debtors. Each Holder of an Allowed LINN Lender Claim that elects to participate in the LINN Exit Facility shall receive its Pro Rata share of (i) the LINN Exit Facility, and (ii) the LINN Lender Paydown, including the Pro Rata share with respect to all Consenting LINN Lenders of the amount that would otherwise be payable to the Non-Electing Lenders, if such Non-Electing Lenders were Consenting LINN Lenders (such that the aggregate amount received by Consenting LINN Lenders is equal to the LINN Lender Paydown), in each case pursuant to Article III.B.3. The LINN Exit Facility shall be on terms set forth in the LINN Exit Facility Documents and substantially consistent with the terms set forth in the LINN Exit Facility Term Sheet; *provided*, that the aggregate amount of the Reorganized LINN Revolving Loan commitments shall be reduced dollar for dollar by an amount of the Reorganized LINN Non-Conforming Term Notes that are issued to Non-Electing Lenders, such that the aggregate amount of the Reorganized LINN Revolving Loan commitments plus the Reorganized LINN Non-Conforming Term Notes shall be equal to $1.4 billion.

Confirmation shall be deemed approval of the LINN Exit Facility (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the LINN Debtors or the Reorganized LINN Debtors in connection therewith), to the extent not previously approved by the Bankruptcy Court, and the Reorganized LINN Debtors shall be authorized to execute and deliver those documents necessary or appropriate to obtain the LINN Exit Facility, including any and all documents required to enter into the LINN Exit Facility and all collateral documents related thereto, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Reorganized LINN Debtors may deem to be necessary to consummate entry into the LINN Exit Facility and that are in form and substance reasonably acceptable to the Reorganized LINN Debtors and the Required Consenting LINN Creditors.

On the Effective Date, the LINN Exit Facility Documents shall constitute legal, valid, binding, and authorized obligations of the Reorganized LINN Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the LINN Exit Facility Documents are being extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted in accordance with the LINN Exit Facility Documents (a) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the LINN Exit Facility Documents, (b) shall be deemed automatically attached and perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the LINN Exit Facility Documents, and (c) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized LINN Debtors and the Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish, attach, and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary or desirable by the administrative agent under the LINN Exit Facility Documents under applicable law to give notice of such Liens and security interests to third parties.

2. Reorganized LINN Non-Conforming Term Notes.

On the Effective Date, the Reorganized LINN Debtors shall enter into the Reorganized LINN Non-Conforming Term Notes with any Non-Electing Lenders on the terms set forth in the Reorganized LINN Non-Conforming Term Notes Documents.

On the Effective Date, the Reorganized LINN Non-Conforming Term Notes shall constitute legal, valid, binding, and authorized obligations of the Reorganized LINN Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Reorganized LINN Non-Conforming Term Notes are being extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted in accordance with the Reorganized LINN Non-Conforming Term Notes (a) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Reorganized LINN Non-Conforming Term Note Documents, (b) shall be deemed automatically attached and perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Reorganized LINN Non-Conforming Term Notes, and (c) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized LINN Debtors and the Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish, attach, and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary or desirable by the administrative agent under the Reorganized LINN Non-Conforming Term Note Documents under applicable law to give notice of such Liens and security interests to third parties.

3. LINN Rights Offerings; Reorganized LINN Common Stock; Use of Proceeds.

LINN shall distribute the LINN Rights to the LINN Rights Offerings Participants on behalf of Reorganized LINN as set forth in the Plan and the LINN Rights Offerings Procedures. Pursuant to the LINN Backstop Agreement, and the LINN Rights Offerings Procedures, the LINN Rights Offerings shall be open to all LINN Rights Offerings Participants, and (a) LINN Rights Offerings Participants that are Holders of Allowed LINN Second Lien Notes Claims shall be entitled to participate in the LINN Secured Rights Offering up to a maximum amount of each Holder’s Pro Rata share of the LINN Secured Rights Offering Amount, and (b) LINN Rights Offerings Participants that are Holders of Allowed LINN Unsecured Notes Claims shall be entitled to participate in the LINN Unsecured Rights Offering up to a maximum amount of each Holder’s Pro Rata share of the LINN Unsecured Rights Offering Amount. Within the applicable LINN Rights Offering, the LINN Rights Offerings Participants shall have the right to purchase their allocated shares of the Reorganized LINN Common Stock at the per share purchase price set forth in the LINN Backstop Agreement and the LINN Rights Offerings Procedures.

Upon exercise of the LINN Rights by the LINN Rights Offerings Participants pursuant to the terms of the LINN Backstop Agreement and the LINN Rights Offerings Procedures, Reorganized LINN shall be authorized to issue the Reorganized LINN Common Stock issuable pursuant to such exercise.

The LINN Unsecured Backstop Parties shall provide an aggregate backstop commitment equal to the total LINN Unsecured Rights Offerings Amount and the LINN Secured Backstop Parties shall provide a backstop commitment equal to the total LINN Secured Rights Offering Amount. Pursuant to the LINN Backstop Agreement, (a) the LINN Backstop Secured Parties shall purchase any Reorganized LINN Common Stock not subscribed to for

purchase by Holders of Allowed LINN Second Lien Notes Claims who are not LINN Backstop Secured Parties as part of the LINN Secured Rights Offering, up to the LINN Secured Rights Offering Amount, at the per share purchase price set forth in the LINN Backstop Agreement, and (b) the LINN Backstop Unsecured Parties shall purchase any Reorganized LINN Common Stock not subscribed to for purchase by Holders of Allowed LINN Unsecured Notes Claims who are not LINN Backstop Unsecured parties as part of the LINN Unsecured Rights Offering, up to the LINN Unsecured Rights Offering Amount, at the per share purchase price set forth in the LINN Backstop Agreement, and in each case, together with any additional shares, at the purchase price set forth in the LINN Backstop Agreement, issued on account of such unsubscribed Reorganized LINN Common Stock pursuant to the LINN Backstop Agreement to account for the price at which such unsubscribed shares are to be sold under the LINN Backstop Agreement.

The LINN Backstop Parties' obligation to backstop the LINN Rights Offerings shall be contingent on the entry of the LINN Backstop Agreement Order, which shall, among other things, approve the payment of the LINN Backstop Commitment Premium and related expense reimbursements set forth in the LINN Backstop Agreement to the LINN Backstop Parties. Entry of the Confirmation Order shall constitute Bankruptcy Court approval of the LINN Rights Offerings (including the transactions contemplated thereby, and all actions to be undertaken, undertakings to be made, and obligations to be incurred by Reorganized LINN in connection therewith). On the Effective Date, the rights and obligations of the LINN Debtors under the LINN Backstop Agreement shall vest in the Reorganized LINN Debtors, as applicable.

The Cash Proceeds raised by Reorganized LINN in connection with the LINN Rights Offerings will be transferred to LINN by Reorganized LINN on the Effective Date (together with less than 50 percent of the Reorganized LINN Common Stock and claims under the LINN Exit Facility) in exchange for a portion of the LINN Debtors' assets that are transferred to Reorganized LINN in a taxable disposition.

4. LINN Rights and Reorganized LINN Common Stock.

Reorganized LINN shall be authorized to issue the LINN Rights and the Reorganized LINN Common Stock to certain Holders of Claims pursuant to Article III.B. Such Reorganized LINN Common Stock shall either (a) be issued to LINN Rights Offerings Participants and/or LINN Backstop Parties pursuant to the LINN Rights Offerings and LINN Backstop Agreement, or (b) be issued to LINN in exchange for a portion of the LINN Debtors' assets in a taxable disposition and subsequently distributed by LINN to certain Holders of Allowed Claims against the LINN Debtors. Reorganized LINN shall issue all securities, instruments, certificates, and other documents required to be issued by it with respect to all such shares of Reorganized LINN Common Stock. All such LINN Rights and shares of Reorganized LINN Common Stock, and any other shares of Reorganized LINN Common Stock issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable.

D. LINN Second Lien Plan Settlement.

On the Effective Date, any and all LINN Second Lien Notes Claims will be resolved and compromised, as a settlement pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, on the following terms:

(1) the Second Lien Notes Claims shall be finally and irrevocably Allowed as Unsecured Claims in the amount set forth in Article III.B.4, and Holders of such claims shall be entitled to the treatment set forth in Article III.B.4 and all other rights provided for in this Plan or the LINN RSA;

(2) the mortgages, pledges, and all other security interests securing the LINN Second Lien Notes Claims shall be immediately and automatically released, and the LINN Debtors, Reorganized LINN Debtors, and the LINN Second Lien Notes Trustee, as applicable, shall be authorized to execute, deliver, record, and file any documentation to evidence or effectuate such release of mortgages, pledges, and other security interests;

(3) the LINN Debtors and their estates will be deemed to have expressly released any and all claims to avoid, subordinate, setoff, reclassify, reduce, recharacterize or disallow in whole or in part the LINN Second Lien Notes Claims, whether under any provision of chapter 5 of the Bankruptcy Code, any equitable theory (including, without limitation, equitable subordination, equitable disallowance or unjust enrichment), or otherwise, and any other claims that the LINN Debtors and their estates may be entitled to assert against the LINN Second Lien Notes Trustee or any holder of the LINN Second Lien Notes under any applicable law; and

(4) the LINN Second Lien Settlement Agreement shall terminate and shall be of no further force and effect; *provided*, that the Confirmation Order provides for resolution and settlement of the LINN Second Lien Notes Claims on the terms set forth above.

E. Berry-LINN Intercompany Settlement.

The LINN Intercompany Settled Claims and the Berry Intercompany Settled Claims shall be resolved pursuant to the terms of the Berry-LINN Intercompany Settlement Term Sheet.

F. Corporate Existence.

Except as otherwise provided in the Plan, each LINN Debtor shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable LINN Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other formation documents) in effect before the Effective Date, except to the extent such certificate of incorporation and by-laws (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state or federal law).

On the Effective Date, and pursuant to any mergers, amalgamations, consolidations, arrangements, agreements, continuances, restructurings, transfers, conversions, dispositions, liquidations, dissolutions, or other corporate transactions that the LINN Debtors reasonably determine are necessary to consummate the Plan, all assets of LINN (other than the equity interests in LAC and Berry) will be conveyed to Reorganized LINN (or a subsidiary thereof) in a taxable disposition and will be directly or indirectly held by Reorganized LINN or another entity affiliated with Reorganized LINN; *provided*, *however*, that the allocation of assets shall be structured such that neither Reorganized LINN nor any of the LINN Debtors shall be an "investment company" under the Investment Company Act, and this conclusion is based on one or more bases or exclusions other than Sections 3(c)(1) and 3(c)(7) of the Investment Company Act, including that neither the LINN Debtors nor any of its Subsidiaries comes within the basic definition of "investment company" under Section 3(a)(1) of the Investment Company Act. For the avoidance of doubt, LinnCo and LINN shall be wound down and liquidated as part of the Restructuring Transaction, and Reorganized LINN is not intended to be a successor to LinnCo and LINN for U.S. federal income tax purposes.

G. Vesting of Assets in the Reorganized LINN Debtors.

Except as otherwise provided in the Plan, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the LINN Debtors pursuant to the Plan shall vest in each applicable Reorganized LINN Debtor, free and clear of all Liens, Claims, charges, Interests, or other encumbrances. Except as otherwise provided in the Plan, on and after the Effective Date, each of the Reorganized LINN Debtors may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. For the avoidance of doubt, on the Effective Date, all rights and obligations of the LINN Debtors with respect to the LINN Backstop Agreement shall vest in the applicable Reorganized LINN Debtors, and the Reorganized LINN Debtors will be deemed to assume all such obligations.

H. Cancellation of Existing Securities and Agreements.

Except as otherwise provided in the Plan, on and after the Effective Date, all notes, instruments, certificates, agreements, indentures, mortgages, security documents, and other documents evidencing Claims or Interests, including Other LINN Secured Claims, LINN Lender Claims, LINN Second Lien Notes Claims, LINN Unsecured Notes Claims, and Interests in LINN and LinnCo, shall be deemed canceled, surrendered, and discharged

without any need for further action or approval of the Bankruptcy Court or any Holder or other person and the obligations of the LINN Debtors or Reorganized LINN Debtors, as applicable, thereunder or in any way related thereto shall be deemed satisfied in full and discharged, and the LINN Indenture Trustees and the LINN Administrative Agent shall be released from all duties thereunder; *provided, however*, that Holders of Interests in LinnCo may receive a non-transferable escrow position to the extent necessary to facilitate any distributions that may become available in the future on account of such Interests in LinnCo; *provided*, *further*, *however*, that notwithstanding Confirmation or Consummation, any such indenture or agreement that governs the rights of the Holder of a Claim shall continue in effect solely for purposes of: (1) allowing Holders to receive distributions under the Plan; (2) allowing the LINN Indenture Trustees and the LINN Administrative Agent to enforce their rights, claims, and interests vis-à-vis any parties other than the LINN Debtors; (3) allowing the LINN Indenture Trustees and the LINN Administrative Agent to make the distributions in accordance with the Plan (if any), as applicable; (4) preserving any rights of the LINN Administrative Agent or the LINN Indenture Trustees to payment of fees, expenses, and indemnification obligations as against any money or property distributable to the Holders under the relevant indenture, the LINN Intercreditor Agreement, or the LINN Credit Agreement, including any rights to priority of payment and/or to exercise charging liens; (5) allowing the LINN Indenture Trustees and the LINN Administrative Agent to enforce any obligations owed to each of them under the Plan; (6) allowing the LINN Indenture Trustees and the LINN Administrative Agent to exercise rights and obligations relating to the interests of the Holders under the relevant indentures and credit agreements; (7) allowing the LINN Indenture Trustees and the LINN Administrative Agent to appear in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court; and (8) permitting the LINN Indenture Trustees and the LINN Administrative Agent to perform any functions that are necessary to effectuate the foregoing; *provided*, *further, however*, that except as provided below, the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan, or result in any expense or liability to the LINN Debtors or Reorganized LINN Debtors, as applicable. Except for the foregoing, the LINN Indenture Trustees and their respective agents shall be relieved of all further duties and responsibilities related to the LINN Notes Indentures and the Plan, except with respect to such other rights of such LINN Indenture Trustees that, pursuant to the applicable LINN Notes Indentures, survive the termination of such indentures. Subsequent to the performance by each LINN Indenture Trustee of its obligations pursuant to the Plan, each LINN Indenture Trustee and its agents shall be relieved of all further duties and responsibilities related to the applicable indenture.

I. Corporate Action.

On the Effective Date, all actions contemplated under the Plan with respect to the applicable LINN Debtor or Reorganized LINN Debtor shall be deemed authorized and approved in all respects, including: (1) implementation of the LINN Restructuring Transactions; (2) formation by a non-LINN Debtor, non-LINN Backstop Party third-party as contemplated in the Plan and the LINN Backstop Agreement, of Reorganized LINN on the day before the Effective Date, and the wind-down of LinnCo and LINN; (3) selection of, and the election or appointment (as applicable) of, the directors and officers for the Reorganized LINN Debtors; (4) as applicable, adoption of, entry into, and assumption and/or assignment of the Reorganized LINN Employment Agreements; (5) adoption of the Reorganized LINN Employee Incentive Plan and the issuance and distribution of Reorganized LINN EIP Equity in connection therewith; (6) execution and delivery of the LINN Exit Facility Documents and Reorganized LINN Non-Conforming Term Notes Documents and incurrence of the LINN Exit Facility and the Reorganized LINN Non-Conforming Term Notes (if any); (7) approval and adoption of (and, as applicable, the execution, delivery, and filing of) the New Organizational Documents; (8) the issuance and distribution of the Reorganized LINN Common Stock in accordance with Plan, including all shares of Reorganized LINN Common Stock issued in the LINN Funded Debt Equity Distribution, all shares of Reorganized LINN Common Stock issued by Reorganized LINN to the LINN Backstop Parties as part of the LINN Backstop Commitment Premium, and the unsubscribed shares of Reorganized LINN Common Stock issued to the LINN Backstop Parties pursuant to the LINN Backstop Agreement; (9) the issuance and distribution of the LINN Rights and the subsequent issuance and distribution of the Reorganized LINN Common Stock issuable upon the exercise of such; (10) payment, in Cash, of (a) all amounts owed to Holders of Allowed LINN Lender Claims and Allowed LINN Second Lien Notes Claims pursuant to Article III of the Plan, and (b) all Cash premiums and other amounts required to be paid under the LINN Backstop Agreement Order; (11) the execution and delivery of the Reorganized LINN Registration Rights Agreement; (12) the establishment and funding of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool; and (12) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date). All matters provided for herein involving the corporate structure of

the LINN Debtors or the Reorganized LINN Debtors, as applicable, and any corporate action, authorization, or approval that would otherwise be required by the Debtors or the Reorganized LINN Debtors in connection with the Plan shall be deemed to have occurred or to have been obtained and shall be in effect as of the Effective Date, without any requirement of further action, authorization, or approval by the Bankruptcy Court, security holders, directors, managers, or officers of the LINN Debtors or the Reorganized LINN Debtors or any other person.

On or before the Effective Date, the appropriate officers of the LINN Debtors or the Reorganized LINN Debtors shall be authorized and, as applicable, directed to issue, execute, and deliver the agreements, documents, securities, and instruments, and take such actions, contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including the LINN Exit Facility Documents, Reorganized LINN Non-Conforming Term Notes Documents (if any), the New Organizational Documents, the Reorganized LINN Employee Incentive Plan Agreements, the LINN Rights Offerings, the Reorganized LINN Registration Rights Agreement, the LINN GUC Cash Distribution Pool, the LINN Convenience Claims Cash Distribution Pool, and the Reorganized LINN Common Stock, as applicable, and any and all other agreements, documents, securities, and instruments relating to the foregoing, and all such documents shall be deemed ratified. The authorizations and approvals contemplated by this Article IV.I shall be effective notwithstanding any requirements under non-bankruptcy law.

J. New Organizational Documents.

The New Organizational Documents shall be in form and substance reasonably acceptable to the LINN Debtors and the Required Consenting LINN Creditors. On the Effective Date, each of the Reorganized LINN Debtors will file its New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state of incorporation or formation in accordance with the applicable laws of the respective state of incorporation or formation, to the extent required for such New Organizational Documents to become effective. Pursuant to section 1123(a)(6) of the Bankruptcy Code, the New Organizational Documents will prohibit the issuance of non-voting equity securities. After the Effective Date, the Reorganized LINN Debtors may amend and restate their respective New Organizational Documents and other constituent documents as permitted by the laws of their respective state of incorporation and its respective New Organizational Documents and other constituent documents of the Reorganized LINN Debtors.

K. Directors and Officers of the Reorganized LINN Debtors.

As of the Effective Date, the Reorganized LINN Board shall consist of seven directors and will include: (1) the current Chief Executive Officer of LINN; (2) one director selected by Reorganized LINN; and (3) five directors to be selected by a six-person committee comprised of the five largest Consenting LINN Noteholders (as determined pursuant to Section 4 of the LINN RSA) and the current Chief Executive Officer of LINN. Notwithstanding the foregoing, at or prior to such time as Reorganized LINN, or any subsidiary or newly created entity holding assets, directly or indirectly, of Reorganized LINN, seeks to issue any equity security in a registered offering that results in such equity being listed on the NYSE or NASDAQ, the Reorganized LINN Board shall be constituted to meet the applicable independence requirements of NYSE or NASDAQ, as applicable. Decisions of the Reorganized LINN Board will be made by a majority of the Reorganized LINN Board.

As of the Effective Date, the terms of the current members of the boards of directors or managers, as applicable, of each of the LINN Debtors shall expire, and the Reorganized LINN Board, and the boards of directors or managers of each of the other Reorganized LINN Debtors will include those directors set forth in the list of directors of the Reorganized LINN Debtors included in the Plan Supplement.

After the Effective Date, the officers of each of the Reorganized LINN Debtors shall be appointed in accordance with the respective New Organizational Documents. Pursuant to section 1129(a)(5) of the Bankruptcy Code, the LINN Debtors will disclose in the Plan Supplement the identity and affiliations of each person proposed to be an officer or to serve on the board of directors of any of the Reorganized LINN Debtors. To the extent any such director or officer of the Reorganized LINN Debtors is an “insider” under the Bankruptcy Code, the LINN Debtors also will disclose the nature of any compensation to be paid to such director or officer. Each such director and officer shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents.

L. Section 1146 Exemption.

Pursuant to, and to the fullest extent permitted by, section 1146 of the Bankruptcy Code, any transfers of property pursuant to, in contemplation of, or in connection with, the Plan, including (1) the LINN Restructuring Transactions; (2) the LINN Exit Facility and Reorganized LINN Non-Conforming Term Notes; (3) the Reorganized LINN Common Stock; (4) the distribution and subsequent exercise of the LINN Rights; (5) the issuance and delivery of the Reorganized LINN Common Stock pursuant to the LINN Rights Offerings; (6) the issuance and delivery of the Reorganized LINN EIP Equity; (7) the transfer of the LINN Debtors' assets to Reorganized LINN that is intended to be a taxable transaction for U.S. federal income tax purposes; (8) the assignment or surrender of any lease or sublease; and (9) the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with the Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer, mortgage recording tax, or other similar tax, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers or property without the payment of any such tax, recordation fee, or governmental assessment.

M. SEC Reporting Requirements.

Prior to the entry of the Disclosure Statement Order, the Required Consenting LINN Noteholders, in their absolute discretion, shall have made a determination as to whether Reorganized LINN should be a reporting company under the Exchange Act upon or as promptly as practicable following the Effective Date; *provided*, that in any case, from and after the Effective Date, Reorganized LINN shall be required to provide to its shareholders such annual, quarterly, and current reportings as would be required if it were a public reporting company under the Exchange Act, and Reorganized LINN will provide, via separate agreement or in its New Organizational Documents, to reflect the same. In the event that multiple entities are formed in the LINN Restructuring Transactions as "Reorganized LINN," only the Reorganized LINN Debtor that is a corporate entity will be a reporting company under the Exchange Act.

N. Director, Officer, Manager, and Employee Liability Insurance.

On or before the Effective Date, the LINN Debtors, on behalf of the Reorganized LINN Debtors, will obtain directors' and officers' liability insurance policy coverage for the six-year period following the Effective Date for the benefit of the LINN Debtors' current and former directors, managers, officers, and employees on terms no less favorable to such persons than their existing coverage under the D&O Liability Insurance Policies with available aggregate limits of liability upon the Effective Date of no less than the aggregate limit of liability under the existing D&O Liability Insurance Policies. In furtherance of such obligation, the Reorganized LINN Debtors shall be authorized to purchase tail coverage under a directors' and officers' liability insurance policy with a term of six years for current and former directors, managers, officers, and employees. After the Effective Date, none of the LINN Debtors or the Reorganized LINN Debtors shall terminate or otherwise reduce the coverage under any such policies (including, if applicable, any "tail policy") with respect to conduct occurring on or prior to the Effective Date, and all officers, directors, managers, and employees of the LINN Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policy for the full six-year term of such policy regardless of whether such officers, directors, managers, or employees remain in such positions after the Effective Date.

O. Reorganized LINN Employee Incentive Plan.

The Reorganized LINN Employee Incentive Plan shall be authorized and implemented on the Effective Date by the applicable Reorganized LINN Debtors without any further action by the Reorganized LINN Board or the Bankruptcy Court.

The Reorganized LINN Employee Incentive Plan will be implemented with respect to Reorganized LINN (and/or a subsidiary thereof) on the Effective Date, the material terms of which shall include equity-based awards providing for (a) 8 percent of the equity value of the Reorganized LINN Debtors as follows: (i) 2.5 percent of the

equity value of the Reorganized LINN Debtors in the form of restricted stock units to be issued on the Effective Date, (ii) 1.5 percent of the equity value of the Reorganized LINN Debtors in the form of profits interests that will vest based on time and performance (with the performance conditions satisfied once the equity value of the Reorganized LINN Debtors (as equitably adjusted for subsequent contributions and distributions) is equal to 1.5 times the discounted equity value of the Reorganized LINN Debtors used for the LINN Rights Offerings), all of which will be issued at Emergence, and (iii) the remaining 4 percent of the Reorganized LINN Debtors in a form of equity-based award as determined by the Reorganized LINN Board, taking into account the then prevailing practices of publicly-traded exploration and production companies, and (b) an additional 2.0 percent of the equity of the Reorganized LINN Debtors, which will be issued as of the Effective Date in the form of profits interests that vest once the equity value of the Reorganized LINN Debtors (as equitably adjusted for subsequent contributions and distributions) is equal to 1.5 times the equity value of the Reorganized LINN Debtors as of the Effective Date, provided that all of the foregoing shall be qualified by the Reorganized LINN Employee Incentive Plan Term Sheet. The other terms and conditions of the Reorganized LINN Employee Incentive Plan shall be set forth in the Reorganized LINN Employee Incentive Plan Agreements and the participants' respective employment agreements.

The Reorganized LINN Employee Incentive Plan shall be implemented with respect to Reorganized LINN (and/or a subsidiary thereof) on the Effective Date in accordance with the terms and conditions set forth in the Reorganized LINN Employee Incentive Plan Term Sheet, the Reorganized LINN Employee Incentive Plan Agreements, and the applicable Reorganized LINN Employment Agreements.

P. Employee Obligations.

Except as otherwise provided in the Plan or the Plan Supplement, the Reorganized LINN Debtors shall honor the LINN Debtors' written contracts, agreements, policies, programs and plans for, among other things, compensation, reimbursement, indemnity, health care benefits, disability benefits, deferred compensation benefits, travel benefits, vacation and sick leave benefits, savings, severance benefits, including in the event of a change of control, retirement benefits, welfare benefits, relocation programs, life insurance and accidental death and dismemberment insurance, including written contracts, agreements, policies, programs and plans for bonuses and other incentives or compensation for the directors, officers and employees of any of the LINN Debtors who served in such capacity at any time (including any compensation programs approved by the Bankruptcy Court); *provided*, that the consummation of the transactions contemplated herein shall not constitute a "change in control" with respect to any of the foregoing arrangements. To the extent that the above-listed contracts, agreements, policies, programs and plans are executory contracts, pursuant to sections 365 and 1123 of the Bankruptcy Code, each of them will be deemed assumed as of the Effective Date and assigned to the Reorganized LINN Debtors.

Q. Effectuating Documents; Further Transactions.

On and after the Effective Date, the Reorganized LINN Debtors, and their respective officers and Reorganized LINN Board, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the Securities authorized and/or issued, as applicable, pursuant to the Plan, including the Reorganized LINN Common Stock and the LINN Rights, in the name of and on behalf of the Reorganized LINN Debtors, as applicable, without the need for any approvals, authorization, or consents.

R. Preservation of Causes of Action.

Except as otherwise provided herein, in accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII of the Plan, the Reorganized LINN Debtors shall retain (or shall receive from the LINN Debtors, as applicable) and may enforce all rights to commence and pursue any and all Causes of Action belonging to their Estates, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and the Reorganized LINN Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than: (i) the Causes of Action released by the LINN Debtors pursuant to the releases and exculpations contained in the Plan, including in Article VIII, which shall be deemed released and waived by the LINN Debtors and Reorganized LINN Debtors as of the Effective Date; and (ii) all Causes of Action that arise under sections 544, 547, 548, and 549 of the Bankruptcy Code and state fraudulent conveyance law; *provided, however*, that in no event shall any Cause of Action against the LINN Lenders be preserved to the extent provided in the release, exculpation, injunction provisions set forth in Article VIII of the Plan.

The Reorganized LINN Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized LINN Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized LINN Debtors, as applicable, will not pursue any and all available Causes of Action against it.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled herein or in a Bankruptcy Court order, the Reorganized LINN Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of Confirmation or Consummation; *provided*, *however*, that in no event shall any Cause of Action against the LINN Lenders be preserved to the extent provided in the release, exculpation, injunction provisions set forth in Article VIII of the Plan.

The Reorganized LINN Debtors reserve (or receive) and shall retain the Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a LINN Debtor may hold against any Entity shall vest in the Reorganized LINN Debtors. The Reorganized LINN Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

S. Preservation of Royalty and Working Interests

Notwithstanding any other provision in the Plan, on and after the Effective Date, all Royalty and Working Interests shall be preserved and remain in full force and effect in accordance with the terms of the granting instruments or other governing documents applicable to such Royalty and Working Interests, and no Royalty and Working Interests shall be compromised or discharged by the Plan. For the avoidance of doubt and notwithstanding anything to the contrary in the preceding sentence, any right to payment arising from a Royalty and Working Interest, if any, shall be treated as a LINN General Unsecured Claim under this Plan and shall be subject to any discharge and/or release provided hereunder.

T. Payment of Certain Fees.

Without any further notice to or action, order, or approval of the Bankruptcy Court, the Reorganized LINN Debtors or Reorganized LINN, as applicable, shall pay on the Effective Date any reasonable and documented unpaid fees and expenses incurred on or before the Effective Date by all of the attorneys, accountants, and other professionals, advisors, and consultants payable under (a) the LINN Exit Facility and the Reorganized LINN Non-Conforming Term Notes (if any) (which fees and out-of-pocket expenses shall be paid by Reorganized LINN), (b) the LINN Backstop Agreement (for the avoidance of doubt, the LINN Backstop Commitment Premium, to the extent not already paid, shall be paid by Reorganized LINN pursuant to the terms of the LINN Backstop Agreement Order), (c) the Cash Collateral Order (which fees and expenses shall be paid by Reorganized LINN, Berry, or reorganized Berry, to the extent applicable, pursuant to the terms of the Cash Collateral Order); and (d) the LINN RSA, including any applicable transaction, success, or similar fees for which the applicable LINN Debtors have agreed to be obligated.

Without any further notice to or action, order, or approval of the Bankruptcy Court, the Reorganized LINN Debtors, as applicable, shall pay in Cash on the Effective Date all reasonable and documented unpaid fees and expenses incurred on or before the Effective Date of the LINN Indenture Trustees, including the LINN Indenture Trustee Fees and Expenses, without a reduction to recoveries of the Holders of the LINN Notes. For the avoidance of doubt, nothing herein affects the LINN Indenture Trustees' rights to exercise their respective LINN Indenture Trustee Charging Liens against distributions to the Holders of the LINN Notes.

Each LINN Indenture Trustee shall provide reasonably detailed invoices to the LINN Debtors no later than five (5) days prior to the Effective Date (subject to redaction to preserve attorney-client privilege). If the LINN Debtors or Reorganized LINN Debtors dispute any requested LINN Indenture Trustee Fees and Expenses, the LINN Debtors or Reorganized LINN Debtors shall (i) pay the undisputed portion of LINN Indenture Trustee Fees and Expenses, and (ii) notify the applicable LINN Indenture Trustee of such dispute within five (5) days after presentment of the invoices by such LINN Indenture Trustee. Upon such notification, the applicable LINN Indenture Trustee may submit such dispute for resolution by the Bankruptcy Court; *provided*, *however*, that the Bankruptcy Court's review shall be limited to a determination of whether the disputed portion of the LINN Indenture Trustee Fees and Expenses is reasonable.

Nothing herein shall be deemed to impair, waive, discharge, or negatively impact the LINN Indenture Trustee Charging Lien. To the extent that a LINN Indenture Trustee provides services, or incurs costs or expenses, including professional fees, related to or in connection with the Plan, the Confirmation Order, or the LINN Indenture Trustee prior to the Effective Date, such LINN Indenture Trustee shall be entitled to receive from the Reorganized LINN Debtors, without further Bankruptcy Court approval, reasonable compensation for such services and reimbursement of reasonable out-of-pocket expenses incurred in connection with such services. The payment of such compensation and expenses will be made promptly and on the terms provided herein or as otherwise agreed to by the applicable LINN Indenture Trustee and the Reorganized LINN Debtors.

ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases.

On the Effective Date, except as otherwise provided herein, all Executory Contracts or Unexpired Leases of the LINN Debtors, not previously assumed or rejected pursuant to an order of the Bankruptcy Court, will be deemed to be Assumed Executory Contracts or Unexpired Leases, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (1) previously were assumed or rejected by the LINN Debtors; (2) are identified on the Rejected Executory Contract and Unexpired Lease List; (3) are the subject of a motion to reject Executory Contracts or Unexpired Leases that is pending on the Confirmation Date; or (4) are subject to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date; *provided*, that the LINN Debtors or the Reorganized LINN Debtors, as applicable, may not assume or reject any material Executory Contract or Unexpired Lease without the prior written consent of the Required Consenting LINN Creditors (which consent shall not be unreasonably withheld); *provided*, *further*, that following the request for consent by LINN or Reorganized LINN, if the consent of the Required Consenting LINN Creditors is not obtained or declined within five (5) Business Days following written request thereof by LINN or Reorganized LINN, such consent shall be deemed to have been granted by the Required Consenting LINN Creditors.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute a court order approving the assumptions, assumptions and assignments, or rejections of the Executory Contracts or Unexpired Leases as set forth in the Plan, the Rejected Executory Contract and Unexpired Lease List, or the Assumed Executory Contract and Unexpired Lease List pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. Each Executory Contract and Unexpired Lease assumed pursuant to this Article V.A or by any order of the Bankruptcy Court, which has not been assigned to a third party before the Confirmation Date, shall revest in and be fully enforceable by the Reorganized LINN Debtors in accordance with its terms, except as such terms are modified by the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law. Notwithstanding anything in this Article V.A. to the contrary, the Reorganized LINN Employment Agreements shall be deemed to be entered into or assumed and/or assigned (as applicable) to Reorganized LINN or Reorganized Berry on the Effective Date, and Reorganized LINN shall be responsible for any cure costs arising from or related to the assumption of such Reorganized LINN Employment Agreement. Notwithstanding anything to the contrary in the Plan, the LINN Debtors or the Reorganized LINN Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Rejected Executory Contract and Unexpired Lease List and the Assumed Executory Contract and Unexpired Lease List at any time through and including 30 days after the Effective Date.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed within 30 days after the later of: (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection; and (2) the effective date of such rejection. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the LINN Debtors or the Reorganized LINN Debtors, the Estates, or their property without the need for any objection by the Reorganized LINN Debtors or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary.** All Allowed Claims arising from the rejection of the LINN Debtors' Executory Contracts or Unexpired Leases shall be classified as LINN General Unsecured Claims or LINN Convenience Claims (as applicable) against the applicable LINN Debtor and shall be treated in accordance with the Plan, unless a different security or priority is otherwise asserted in such Proof of Claim and Allowed in accordance with Article VII of the Plan.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

Any monetary defaults under each Assumed Executory Contract or Unexpired Lease (calculated as of the Petition Date) shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date, or as soon as reasonably practicable thereafter, subject to the limitation described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized LINN Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving the assumption.

At least fourteen (14) days before the Confirmation Hearing, the LINN Debtors will provide for notices of proposed assumption and proposed cure amounts to be sent to applicable third parties and for procedures for objecting thereto and resolution of disputes by the Bankruptcy Court. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be Filed, served, and actually received by the LINN Debtors at least seven (7) days before the Confirmation Hearing. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have consented to such assumption or proposed cure amount.

If the Bankruptcy Court determines that the Allowed Cure Claim with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the applicable Cure Notice, the LINN Debtors or Reorganized LINN Debtors, as applicable, may add such Executory Contract or Unexpired Lease to the Schedule of Rejected Executory Contracts and Unexpired Leases, in which case such Executory Contract or Unexpired Lease will be deemed rejected as the Effective Date.

Assumption of any Executory Contract or Unexpired Lease shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any Assumed Executory Contract or Unexpired Lease at any time before the effective date of assumption. **Any Proofs of Claim Filed with respect to an Assumed Executory Contract or Unexpired Lease shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.**

D. Preexisting Obligations to the Debtors under Executory Contracts and Unexpired Leases.

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed by the Executory Contract or Unexpired Lease counterparty or counterparties to the LINN Debtors or the Reorganized LINN Debtors, as applicable, under such Executory Contracts or Unexpired Leases.

E. Indemnification Obligations.

The LINN Debtors and the Reorganized LINN Debtors shall assume the Indemnification Obligations for the current and former directors, officers, managers, employees, and other professionals of the LINN Debtors, to the extent consistent with applicable law, and such Indemnification Obligations shall not be modified, reduced, discharged, impaired, or otherwise affected in any way, and shall survive Unimpaired and unaffected, irrespective of when such obligation arose. Notwithstanding the foregoing, nothing shall impair the ability of the Reorganized LINN Debtors to modify indemnification obligations (whether in the bylaws, certificates or incorporate or formation, limited liability company agreements, other organizational or formation documents, board resolutions, indemnification agreements, employment contracts, or otherwise) arising after the Effective Date; *provided*, that none of the Reorganized LINN Debtors shall amend or restate any of the New Organizational Documents before the Effective Date to terminate or adversely affect any of the Reorganized LINN Debtors' Indemnification Obligations. For the avoidance of doubt, nothing in this paragraph shall affect the assumption of any Indemnification Obligations arising under the D&O Liability Insurance Policies.

F. Insurance Policies.

Each of the LINN Debtors' Insurance Policies is treated as an Executory Contract under the Plan. Unless otherwise provided in the Plan, on the Effective Date, the LINN Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims, and such Insurance Policies shall not be impaired in any way by the Plan or Confirmation Order, but rather will remain valid and enforceable in accordance with their terms.

G. Modifications, Amendments, Supplements, Restatements, or Other Agreements.

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements have been previously rejected or repudiated or is rejected or repudiated under the Plan.

Unless otherwise provided herein or in the applicable Executory Contract or Unexpired Lease (as may have been amended, modified, supplemented, or restated), modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the LINN Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

H. Reservation of Rights.

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Rejected Executory Contract and Unexpired Lease List, nor anything contained in the Plan, shall constitute an admission by the LINN Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Reorganized LINN Debtors has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the LINN Debtors or the Reorganized LINN Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter its treatment of such contract or lease.

I. Nonoccurrence of Effective Date.

In the event that the Effective Date does not occur with respect to a LINN Debtor, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases with respect to such LINN Debtor pursuant to section 365(d)(4) of the Bankruptcy Code, unless such deadline(s) have expired.

J. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any LINN Debtor, including any Assumed Executory Contracts or Unexpired Leases, will be performed by the applicable LINN Debtor or the applicable Reorganized LINN Debtor liable thereunder in the ordinary course of their business. Accordingly, any such contracts and leases (including any Assumed Executory Contracts or Unexpired Leases) that have not been rejected as of the date of the Confirmation Date shall survive and remain unaffected by entry of the Confirmation Order.

ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed.

Unless otherwise provided in the Plan, on the Effective Date (or if a Claim or Interest is not an Allowed Claim or Allowed Interest on the Effective Date, on the date that such Claim or Interest becomes an Allowed Claim or Allowed Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim or Allowed Interest shall receive the full amount of the distributions that the Plan provides for Allowed Claims and Allowed Interest in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims or Disputed Interests, distributions on account of any such Disputed Claims or Disputed Interests shall be made pursuant to the provisions set forth in Article VII of the Plan.

B. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Record Date for Distribution.

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date.

2. Delivery of Distributions in General.

Except as otherwise provided herein, the Reorganized LINN Debtors shall make distributions to Holders of Allowed Claims and Allowed Interests as of the Distribution Record Date at the address for each such Holder as indicated on the LINN Debtors' records as of the date of any such distribution; *provided, however*, that the Distribution Record Date shall not apply to publicly-traded Securities. The manner of such distributions shall be determined at the discretion of the Reorganized LINN Debtors (subject to the reasonable consent of the Committee or the LINN Creditor Representative, as applicable, solely with respect to distributions affecting Class A6 - LINN General Unsecured Claims and Class A7 - LINN Convenience Claims), and the address for each Holder of an Allowed Claim or Allowed Interest shall be deemed to be the address set forth in any Proof of Claim or Interest Filed by that Holder.

3. Delivery of Distributions on LINN Lender Claims.

Except as otherwise provided in the Plan, all distributions on account of Allowed LINN Lender Claims shall be governed by the LINN Credit Agreement and shall be deemed completed when made to the LINN Administrative Agent, which shall be deemed the Holder of such Allowed LINN Lender Claims for purposes of distributions to be made hereunder. The LINN Administrative Agent shall hold or direct such distributions for the benefit of the Holders of Allowed LINN Lender Claims for the benefit of the Holders of Allowed LINN Lender Claims, as applicable. As soon as practicable following compliance with the requirements set forth in this Article VI, the LINN Administrative Agent shall arrange to deliver or direct the delivery of such distributions to or on behalf of the Holders of LINN Lender Claims.

4. Delivery of Distributions on LINN Second Lien Notes Claims.

Except as otherwise provided in the Plan or reasonably requested by the LINN Second Lien Notes Trustee, all distributions to Holders of Allowed LINN Second Lien Notes Claims shall be deemed completed when made to the LINN Second Lien Notes Trustee; *provided, however*, that non-Cash consideration shall not be distributed in the name of the LINN Second Lien Notes Trustee, which shall be deemed to be the Holder of all Allowed LINN Second Lien Notes Claims for purposes of distributions to be made hereunder. The LINN Second Lien Notes Trustee shall hold or direct such distributions for the benefit of the Holders of Allowed LINN Second Lien Notes Claims. As soon as practicable in accordance with the requirements set forth in this Article VI, the LINN Second Lien Notes Trustee shall arrange to deliver such distributions to or on behalf of such Holders.

If the LINN Second Lien Notes Trustee is unable to make, or consents to the Reorganized LINN Debtors making, such distributions, the Reorganized LINN Debtors, with such LINN Second Lien Notes Trustee's cooperation, shall make such distributions to the extent reasonably practicable to do so (provided that until such distributions are made, the LINN Second Lien Notes Trustee Charging Lien shall attach to the property to be distributed in the same manner as if such distributions were made through the LINN Second Lien Notes Trustee). As to any Holder of an Allowed LINN Second Lien Notes Claims that is held in the name of, or by a nominee of DTC, the LINN Debtors or the Reorganized LINN Debtors, as applicable, shall seek the cooperation of DTC so that such distribution shall be made through the facilities of DTC on or as soon as practicable on or after the Effective Date.

5. Delivery of Distributions on LINN Unsecured Notes Claims.

Except as otherwise provided in the Plan or reasonably requested by the LINN Unsecured Notes Trustee, all distributions to Holders of Allowed LINN Unsecured Notes Claims shall be deemed completed when made to the LINN Unsecured Notes Trustee; *provided, however*, that non-Cash consideration shall not be distributed in the name of the LINN Unsecured Notes Trustee. The LINN Unsecured Notes Trustee shall hold or direct such distributions for the benefit of the Holders of Allowed LINN Unsecured Notes Claims. As soon as practicable in accordance with the requirements set forth in this Article VI, the LINN Unsecured Notes Trustee shall arrange to deliver such distributions to or on behalf of such Holders, subject to the LINN Unsecured Notes Trustee's LINN Indenture Charging Lien. If the LINN Unsecured Notes Trustee is unable to make, or consents to the Reorganized LINN Debtors making, such distributions, the Reorganized LINN Debtors, with the LINN Unsecured Notes Trustee's cooperation, shall make such distributions to the extent practicable to do so (provided that until such distributions are made, the LINN Unsecured Notes Indenture Trustee Charging Lien shall attach to the property to be distributed in the same manner as if such distributions were made through the LINN Unsecured Notes Indenture Trustee). The LINN Unsecured Notes Trustee shall have no duties or responsibility relating to any form of distribution that is not DTC eligible and the LINN Debtors or the Reorganized LINN Debtors, as applicable, shall seek the cooperation of DTC so that any distribution on account of an Allowed LINN Unsecured Notes Claim that is held in the name of, or by a nominee of, DTC, shall be made through the facilities of DTC on the Effective Date or as soon as practicable thereafter. The Reorganized LINN Debtors shall reimburse the LINN Unsecured Notes Trustee for any reasonable and documented fees and expenses (including the reasonable and documented fees and expenses of its counsel and agents) incurred after the Effective Date solely in connection with the implementation of the Plan, including but not limited to, making distributions pursuant to and in accordance with the Plan.

6. Delivery of Cash Distributions to Holders of LINN General Unsecured Claims and LINN Convenience Claims.

The LINN Debtors and Reorganized LINN Debtors, as applicable, will, in their reasonable discretion and in consultation with (and subject to the reasonable consent of) the Committee or LINN Creditor Representative, as applicable, determine the method for a timely distribution of all Cash distributions to Holders of Allowed LINN General Unsecured Claims and Allowed LINN Convenience Claims pursuant to the Plan.

7. No Fractional Distributions.

No fractional shares of Reorganized LINN Common Stock or Reorganized LINN EIP Equity shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an applicable Allowed Claim would otherwise result in the issuance of a number of shares of Reorganized LINN Common Stock or Reorganized LINN EIP Equity that is not a whole number, the actual distribution of shares of Reorganized LINN Common Stock or Reorganized LINN EIP Equity shall be rounded as follows: (a) fractions of one-half (½) or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half (½) shall be rounded to the next lower whole number with no further payment therefor; *provided*, *however*, that fractional shares rounding determinations with respect to the LINN Rights Offerings shall be subject to the LINN Rights Offerings Procedures. The total number of authorized shares of Reorganized LINN Common Stock or Reorganized LINN EIP Equity to be distributed to Holders of Allowed Claims shall be adjusted as necessary to account for the foregoing rounding.

8. Minimum Distribution.

No Cash payment of less than $50.00 shall be made to a Holder of an Allowed Claim on account of such Allowed Claim.

9. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Reorganized LINN Debtors have determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided*, *however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six (6) months from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the applicable Reorganized LINN Debtor(s) automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary), and any claim of any Holder to such property shall be fully discharged, released, and forever barred.

C. Manner of Payment.

Unless as otherwise set forth herein, all distributions of Cash, the Reorganized LINN Common Stock, the Reorganized LINN EIP Equity, and the LINN Rights, as applicable, to the Holders of Allowed Claims under the Plan shall be made by the Reorganized Debtors. At the option of the Reorganized LINN Debtors (in consultation with, and subject to the reasonable consent of, the Committee or the LINN Creditor Representative, as applicable), any Cash payment to be made under the Plan may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

D. SEC Exemption.

Each of the Reorganized LINN Common Stock, the Reorganized LINN EIP Equity, and the LINN Rights are or may be “securities,” as defined in Section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code, and applicable state securities laws.

All shares of the Reorganized LINN Common Stock issued in the LINN Funded Debt Equity Distribution (except with respect to an entity that is an “underwriter” as defined in subsection (b) of section 1145 of the Bankruptcy Code), the LINN Rights (and any shares issuable upon the exercise thereof other than the unsubscribed shares of Reorganized LINN Common Stock issued to the LINN Backstop Parties pursuant to the LINN Backstop Agreement), and shares issuable as part of the LINN Backstop Commitment Premium, will be issued in reliance upon section 1145 of the Bankruptcy Code. All unsubscribed shares of Reorganized LINN Common Stock issued to the LINN Backstop Parties pursuant to the LINN Backstop Agreement and all Reorganized LINN Common Stock issued to an entity that is an “underwriter” as defined in subsection (b) of section 1145 of the Bankruptcy Code will be issued in reliance upon section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder. The Reorganized LINN EIP Equity will be issued either (i) pursuant to an effective registration statement on Form S-8 or

(ii) in accordance with an applicable exemption from registration under the Securities Act and other applicable law. All shares of Reorganized LINN Common Stock issued in reliance upon section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder will be considered "restricted securities" and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom.

Pursuant to section 1145 of the Bankruptcy Code, the issuance of (1) the Reorganized LINN Common Stock in the LINN Funded Debt Equity Distribution, (2) the LINN Rights (including shares of Reorganized LINN Common Stock issuable upon the exercise thereof other than the unsubscribed shares of Reorganized LINN Common Stock issued to the LINN Backstop Parties pursuant to the LINN Backstop Agreement), (3) shares issuable as part of the LINN Backstop Commitment Premium, and (4) any other securities issued in reliance on section 1145 of the Bankruptcy Code, are exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. state or local law requiring registration before the offering, issuance, distribution, or sale of such securities. Each of the foregoing securities (other than the unsubscribed Reorganized LINN Common Stock issued to the LINN Backstop Parties pursuant to the LINN Backstop Agreement and Reorganized LINN Common Stock issued to an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code) (a) is not a "restricted security" as defined in Rule 144(a)(3) under the Securities Act, and (b) is freely tradable and transferable by any initial recipient thereof that (i) at the time of transfer, is not an "affiliate" of the Reorganized LINN as defined in Rule 144(a)(1) under the Securities Act and has not been such an "affiliate" within 90 days of such transfer, and (ii) is not an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code.

The unsubscribed Reorganized LINN Common Stock purchased by the LINN Backstop Parties pursuant to the LINN Backstop Agreement (which, for the avoidance of doubt, shall exclude any shares issued on account of the LINN Backstop Commitment Premium) and all Reorganized LINN Common Stock issued to an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code will be issued without registration under the Securities Act in reliance upon Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder. To the extent issued in reliance on Section 4(a)(2) of the Securities Act or Regulation D thereunder, each will be "restricted securities" subject to resale restrictions and may be resold, exchanged, assigned or otherwise transferred only pursuant to registration, or an applicable exemption from registration under the Securities Act and other applicable law.

Should the Reorganized LINN Debtors elect on or after the Effective Date to reflect any ownership of the Reorganized LINN Common Stock through the facilities of DTC, the Reorganized LINN Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the Reorganized LINN Common Stock or under applicable securities laws.

DTC shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether any of the Reorganized LINN Common Stock issuable upon exercise of the LINN Rights, as applicable, are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

Notwithstanding anything to the contrary in the Plan, no entity (including, for the avoidance of doubt, DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the Reorganized LINN Common Stock issuable upon exercise of the LINN Rights, are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

E. Compliance with Tax Requirements.

In connection with the Plan, as applicable, the LINN Debtors and the Reorganized LINN Debtor(s) shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit with respect to distributions pursuant to the Plan. Notwithstanding any provision herein to the contrary, the Debtors and the Reorganized LINN Debtors shall be authorized to take all actions necessary to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, and establishing any other mechanisms they believe are reasonable and appropriate to comply with such requirements. The LINN Debtors and the Reorganized LINN Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

F. No Postpetition or Default Interest on Claims.

Unless otherwise specifically provided for in the Plan or the Confirmation Order, and notwithstanding any documents that govern the LINN Debtors' prepetition funded indebtedness to the contrary, (a) postpetition and/or default interest shall not accrue or be paid on any Claims and (b) no Holder of a Claim shall be entitled to: (i) interest accruing on or after the Petition Date on any such Claim; or (ii) interest at the contract default rate, as applicable.

G. Setoffs and Recoupment.

Unless otherwise provided for in the Plan or the Confirmation Order, the LINN Debtors and Reorganized LINN Debtors, as applicable, may, but shall not be required to, setoff against or recoup any payments or distributions to be made pursuant to the Plan in respect of any Claims of any nature whatsoever that the LINN Debtors or the Reorganized LINN Debtors may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the LINN Debtors or the Reorganized LINN Debtors of any such claim it may have against the Holder of such Claim.

H. No Double Payment of Claims.

To the extent that a Claim is Allowed against more than one LINN Debtor's Estate, there shall be only a single recovery on account of that Allowed Claim, but the Holder of an Allowed Claim against more than one LINN Debtor may recover distributions from all co-obligor LINN Debtors' Estates until the Holder has received payment in full on the Allowed Claims. No Holder of an Allowed Claim shall be entitled to receive more than payment in full of its Allowed Claim, and each Claim shall be administered and treated in the manner provided by the Plan only until payment in full on that Allowed Claim.

I. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The LINN Debtors or the Reorganized LINN Debtors, as applicable, shall reduce a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment on account of such Claim from a party that is not a LINN Debtor or a Reorganized LINN Debtor. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a LINN Debtor or a Reorganized LINN Debtor on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the applicable Reorganized LINN Debtor, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Reorganized LINN Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the 14-day period specified above until the amount is repaid.

2. Claims Payable by Third Parties.

Except as otherwise provided in the Plan, (i) no distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the LINN Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy, and (ii) to the extent that one or more of the LINN Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the LINN Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein (a) constitute or be deemed a waiver by such insurers of any rights or defenses, including coverage defenses, held by such insurers, or (b) establish, determine, or otherwise imply any liability or obligation, including any coverage obligation, of any insurer.

J. Allocation of Distributions Between Principal and Interest.

For distributions in respect of Allowed LINN Lender Claims, Allowed LINN Second Lien Notes Claims, Allowed LINN Unsecured Notes Claims and Allowed LINN General Unsecured Claims, to the extent that any such Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated to the principal amount (as determined for U.S. federal income tax purposes) of the Claim first, and then to accrued but unpaid interest; *provided*, that for distributions in respect of Allowed LINN Lender Claims, to the extent that any such Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated to the accrued but unpaid interest first, and then to the principal amount.

ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Allowance of Claims.

Except as otherwise set forth in the Plan, after the Effective Date, each of the Reorganized LINN Debtors shall have and retain any and all rights and defenses such LINN Debtor had with respect to any Claim immediately before the Effective Date. Except as specifically provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code, or the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such claim.

B. Claims Administration Responsibilities.

Except as otherwise specifically provided in the Plan and subject to the rights and duties of the LINN Creditor Representative set forth herein, after the Effective Date, the applicable Reorganized LINN Debtor(s) shall have the sole authority: (1) to File, withdraw, or litigate to judgment, objections to Claims; (2) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

The Reorganized LINN Debtors shall file any and all claims objections with respect to LINN General Unsecured Claims no later than 90 days after the Effective Date. In the event that any such LINN General Unsecured Claims are not objected to within such timeframe, the LINN Creditor Representative shall have standing following 90 days after the Effective Date: (1) to File, withdraw, or litigate to judgment, objections to such Claim(s); and (2) settle or compromise such Disputed Claim(s) without any further notice to or action, order, or approval by the Bankruptcy Court.

C. LINN Creditor Representative.

In connection with the claims reconciliation process administered by the LINN Debtors and the Reorganized LINN Debtors, as applicable, the Committee shall appoint a creditor representative for the purpose of participating in and consulting with the Reorganized LINN Debtors regarding such process and taking other appropriate actions set forth in the Plan. The identity of the party chosen to act as the LINN Creditor Representative shall be disclosed in the Plan Supplement.

The Reorganized LINN Debtors shall consult with the LINN Creditor Representative on a weekly basis regarding the status of the claims reconciliation process, any proposed settlement of Disputed Claims, and any issues related to such process, including any proposed retention of experts, consultants, or advisors; *provided*, that subject to the dispute resolution mechanics between the LINN Creditor Representative and the Reorganized LINN Debtors set forth herein, that a proposed retention of an expert, consultant, or advisor reasonably expected to cost more than $75,000 shall require the prior written consent of the LINN Creditor Representative.

The settlement of any Disputed LINN General Unsecured Claim that (i) was filed or scheduled in an amount of $750,000 or greater, or (ii) the Reorganized LINN Debtors propose to settle in an amount of $750,000 or greater, shall require the prior written consent of the LINN Creditor Representative; *provided*, that the LINN Creditor Representative shall have the right to seek recourse from the Bankruptcy Court on an expedited basis in the event that any dispute arises between the Reorganized LINN Debtors and the LINN Creditor Representative with respect to such claims reconciliation process; *provided, further*, that, in the event that the LINN Creditor Representative has not provided written consent with respect to any proposed settlement of any Disputed LINN General Unsecured Claim requiring written consent within fourteen (14) days of the Reorganized LINN Debtors' provision of notice of such proposed settlement, the Reorganized LINN Debtors shall have the right to seek Bankruptcy Court approval of such settlement subject to the objection of the LINN Creditor Representative; *provided, further*, that the costs of the Reorganized LINN Debtors incurred (including legal fees and expenses) in connection with any disputes over the claims reconciliation process (but, for the avoidance of doubt, not the claims reconciliation process itself) shall not be charged against the LINN GUC Cash Distribution Pool. Upon request, the Reorganized LINN Debtors shall promptly provide the LINN Creditor Representative with information about any claims asserted in an amount of $500,000 or greater, and shall promptly provide the LINN Creditor Representative with information about any other General Unsecured Claims that the LINN Creditor Representative may reasonably request. The Bankruptcy Court shall take into account the recoveries to Holders of Allowed LINN General Unsecured Claims in making any determinations with respect to any disputes between the LINN Creditor Representative and the Reorganized LINN Debtors.

The LINN Creditor Representative shall be compensated at a rate to be agreed upon with the Committee and the LINN Creditor Representative and shall be entitled to the reimbursement of reasonable and documented expenses, including the reasonable and documented fees and expenses of counsel.

D. LINN GUC Cash Distribution Pool; LINN Convenience Claims Cash Distribution Pool.

On the Effective Date, the Debtors shall irrevocably fund each of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool into separate, segregated bank accounts not subject to the control of the lenders or the administrative agent under the LINN Exit Facility, which accounts shall not be, at any time, subject to any liens, security interests, or other encumbrances. Except as provided herein, Cash held on account of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool shall not constitute property of the LINN Debtors or the Reorganized LINN Debtors and distributions from such accounts shall be made in accordance with Article III, Article VI, and Article VII hereof. In the event there is any remaining Cash balance in the LINN GUC Cash Distribution Pool after payment to all Holders of Allowed LINN General Unsecured Claims, such remaining amount, if any, shall be distributed Pro Rata to Holders of Allowed LINN General Unsecured Claims. In the event that the sum of (i) Allowed LINN Convenience Claims and (ii) Allowed LINN General Unsecured Claims for which such Holders elect to irrevocably reduce to receive treatment as Allowed LINN Convenience Claims exceeds the LINN Convenience Claims Cash Distribution Pool, any such excess costs will be paid with, and deducted from, the LINN GUC Cash Distribution Pool. In the event that there is any remaining Cash balance in the LINN Convenience Claims Cash Distribution Pool after payment of all Allowed LINN Convenience Claims (including all Allowed LINN General Unsecured Claims electing treatment as Allowed LINN Convenience Claims), the excess amounts shall be transferred into the LINN GUC Cash Distribution Pool for Pro Rata distribution to Holders of Allowed LINN General Unsecured Claims (excluding those electing treatment as Allowed LINN Convenience Claims).

For the avoidance of doubt, the total cost of the claims reconciliation process of Disputed LINN General Unsecured Claims, including the LINN GUC Cash Distribution Pool, the LINN Convenience Claims Cash Distribution Pool, the LINN Creditor Representative's compensation and expense reimbursement, and the Reorganized LINN Debtors' claims reconciliation expenses shall not exceed $40,000,000 in the aggregate; *provided, however*, that the pre-Effective Date costs and expenses of the LINN Debtors and their Professionals, and any post-Effective Date costs and expenses of AlixPartners, LLP or its affiliates, acting on behalf of the LINN Debtors or the Reorganized LINN Debtors, shall not count toward the foregoing $40,000,000 aggregate limit; *provided, further, however*, that any unused portion of the foregoing $40,000,000 remaining at the conclusion of the claims reconciliation process of Disputed LINN General Unsecured Claims shall be distributed Pro Rata to Holders of Allowed LINN General Unsecured Claims.

Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including receipt by the Reorganized LINN Debtors of a private letter ruling if so requested, or the receipt of an adverse determination by the IRS upon audit if not contested by the Reorganized LINN Debtors), the Reorganized LINN Debtors shall (i) treat each of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9 (and make any appropriate elections) and (ii) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Reorganized LINN Debtors, the LINN Creditor Representative, and the Holders of Claims and Interests) shall report for United States federal, state, and local income tax purposes consistently with the foregoing. The Reorganized LINN Debtors shall be responsible for payment, out of the Cash assets of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool, as applicable, of any taxes imposed on such pools or their assets.

The Reorganized LINN Debtors may request an expedited determination of taxes of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool under section 505(b) of the Bankruptcy Code for all tax returns for all taxable periods through the closing of such accounts.

E. Estimation of Claims.

Before or after the Effective Date, and in consultation with the LINN Creditor Representative or the Committee, as applicable, the LINN Debtors or the Reorganized LINN Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. Notwithstanding any provision to the contrary in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim.

Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before seven (7) days after the date on which such Claim is estimated. Each of the foregoing Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

F. Claims Reserve.

On or before the Effective Date, the LINN Debtors or the Reorganized LINN Debtors, as applicable, shall be authorized, but not directed, to establish one or more Disputed Claims reserves, which Disputed Claims reserves shall be administered by the Reorganized LINN Debtors, to the extent applicable; *provided*, that the establishment, mechanics, amounts, and timing of such Disputed Claims reserves shall be reasonably acceptable to the Committee.

The LINN Debtors or the Reorganized LINN Debtors, as applicable, may, in their reasonable discretion and in consultation with the Committee or the LINN Creditor Representative, as applicable, hold Cash, in the same proportions and amounts as provided for in the Plan, in the Disputed Claims reserves in trust for the benefit of the Holders of the total estimated amount of LINN General Unsecured Claims and LINN Convenience Claims ultimately determined to be Allowed after the Effective Date. The Reorganized LINN Debtors shall distribute such amounts (net of any expenses, including any taxes relating thereto), as provided herein, as such Claims are resolved by a Final Order or agreed to by settlement, and such amounts will be distributable on account of such Claims as such amounts would have been distributable had such Claims been Allowed Claims as of the Effective Date under the Plan solely to the extent of the amounts available in the applicable Disputed Claims reserves. Any portions of the LINN GUC Cash Distribution Pool remaining after resolution of Disputed LINN General Unsecured Claims shall be released from the applicable Disputed Claims reserves for Pro Rata distributions to the Holders of Allowed LINN General Unsecured Claims.

G. Adjustment to Claims without Objection.

Any Claim that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Reorganized LINN Debtors without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

H. Time to File Objections to Claims or Interests.

Any objections to Claims or Interests shall be Filed on or before the Claims Objection Deadline.

I. Disallowance of Claims.

Any Claims held by Entities from which the Bankruptcy Court has determined that property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer that the Bankruptcy Court has determined is avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and the full amount of such obligation to the LINN Debtors has been paid or turned over in full. All Proofs of Claim Filed on account of an Indemnification Obligation shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such Indemnification Obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court. All Proofs of Claim Filed on account of an employee benefit shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent the Reorganized Entities elect to honor such employee benefit, without any further notice to or action, order, or approval of the Bankruptcy Court.

Except as provided herein or otherwise agreed, any and all Proofs of Claim Filed after the Bar Date shall be deemed disallowed and expunged as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Claim has been deemed timely Filed by a Final Order.

J. Amendments to Proofs of Claim.

On or after the Effective Date, a Proof of Claim or Interest may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized LINN Debtors (in consultation with the LINN Creditor Representative), and any such new or amended Proof of Claim or Interest Filed shall be deemed disallowed in full and expunged without any further action.

K. Reimbursement or Contribution.

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless before the Confirmation Date: (1) such Claim has been adjudicated as non-contingent; or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered before the Confirmation Date determining such Claim as no longer contingent.

L. No Distributions Pending Allowance.

Except as otherwise set forth herein, if an objection to a Claim or portion thereof is Filed as set forth in Article VII.A and Article VII.B of the Plan, no payment or distribution provided under the Plan shall be made on account of such Disputed Claim or portion thereof unless and until such Disputed Claim becomes an Allowed Claim.

M. Distributions After Allowance.

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan and pursuant to procedures set by the Reorganized LINN Debtors and reasonably acceptable to the Committee or LINN Creditor Representative, as applicable. As soon as reasonably practicable after the date a Disputed Claim becomes Allowed, the Reorganized LINN Debtors shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under the Plan, as of the Effective Date, without any interest, dividends, or accruals to be paid on account of such Claim unless required under such order or judgment of the Bankruptcy Court.

ARTICLE VIII.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Compromise and Settlement of Claims, Interests, and Controversies

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the LINN Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized LINN Debtors may compromise and settle Claims against, and Interests in, the LINN Debtors and their Estates and Causes of Action against other Entities.

B. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized LINN Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the LINN Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the

Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the LINN Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default or "event of default" by the LINN Debtors or Affiliates with respect to any Claim or Interest that existed immediately before or on account of the Filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

C. Release of Liens.

Except as otherwise specifically provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other LINN Secured Claims that the LINN Debtors elect to Reinstate in accordance with Article III.B.1 of the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized LINN Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or Filing being required to be made by the LINN Debtors; *provided*, that this Article VIII.C shall not apply to the LINN Lender Claims to the extent specifically provided for in the LINN Exit Facility Documents or Reorganized LINN Non-Conforming Term Notes Documents (if any).

D. Releases by the Debtors.

In addition to the releases set forth in the Berry-LINN Intercompany Settlement Agreement, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, each Released Party is deemed released and discharged by the LINN Debtors, the Reorganized LINN Debtors, and their Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the LINN Debtors, that the LINN Debtors, the Reorganized LINN Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, based on or relating to, or in any manner arising from, in whole or in part, the LINN Debtors (including the management, ownership or operation thereof), Reorganized LINN (including the formation thereof), the LINN Debtors' in- or out-of-court restructuring efforts, intercompany transactions (including dividends and management fees paid), the LINN Credit Agreement, the LINN Second Lien Notes, the LINN Unsecured Notes, the Cash Collateral Order (and any payments or transfers in connection therewith), the Cash Management Order, the LINN Intercreditor Agreement, any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the formulation, preparation, dissemination, negotiation, or consummation of the LINN RSA, the Original LINN RSA, the LINN Second Lien Settlement Agreement, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes (if any), the LINN Rights Offerings, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the LINN RSA, the Original LINN RSA, the LINN Second Lien Settlement, the Disclosure Statement, the Plan, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the

foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

E. Releases by Holders of Claims and Interests.

As of the Effective Date, each Releasing Party is deemed to have released and discharged each LINN Debtor, Reorganized LINN Debtor, and Released Party from any and all Claims and Causes of Action, including Claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), Reorganized LINN (including the formation thereof), the LINN Debtors' in- or out-of-court restructuring efforts, intercompany transactions (including dividends paid), transactions pursuant and/or related to LINN Credit Agreement, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, the LINN Second Lien Notes, the LINN Unsecured Notes, the LINN Rights Offerings, the LINN Backstop Agreement, the New Organizational Documents, the Reorganized LINN Registration Rights Agreement, the Cash Collateral Order (and any payments or transfers in connection therewith), the Cash Management Order, the LINN Intercreditor Agreement, any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the formulation, preparation, dissemination, negotiation, or Filing of the LINN RSA, the Original LINN RSA, the LINN Second Lien Settlement, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the LINN Second Lien Settlement, the LINN RSA, the Original LINN RSA, the Disclosure Statement, the Plan, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; *provided, however,* that except as expressly provided under the Plan, the foregoing releases shall not release obligations arising under agreements among the Releasing Parties and the Released Parties other than the Debtors (including, without limitation, the indemnification rights of the Indenture Trustees under the LINN Notes Indentures and related documentation), and shall not release claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct, or gross negligence.

F. Exculpation.

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, Filing, or termination of the LINN RSA, the Original LINN RSA, and related prepetition transactions, and related prepetition transactions, the Disclosure Statement, the Plan, the LINN Second Lien Settlement, or any Restructuring Transaction, contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the LINN RSA, the Original LINN RSA, the LINN Second Lien Settlement Agreement, the LINN Exit Facility, the Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of Securities

pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, except for claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to or in connection with the Plan and the LINN Restructuring Transactions. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

G. Injunction.

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests that have been released pursuant to Article VIII.D or Article VIII.E of the Plan, shall be discharged pursuant to Article VIII.A of the Plan, or are subject to exculpation pursuant to Article VIII.F of the Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the LINN Debtors, the Reorganized LINN Debtors, or the Released Parties: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (iii) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has timely asserted such setoff right in a document Filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan; *provided, however,* that such injunction shall not apply to claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct, or gross negligence.

H. Protections Against Discriminatory Treatment.

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized LINN Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized LINN Debtors, or another Entity with whom the Reorganized LINN Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

I. Regulatory Activities.

Notwithstanding anything to the contrary herein, nothing in the Plan or Confirmation Order is intended to affect the police or regulatory activities of Governmental Units or other governmental agencies.

J. Recoupment.

In no event shall any Holder of Claims or Interests be entitled to recoup any Claim against any claim, right, or Cause of Action of the LINN Debtors or the Reorganized LINN Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the LINN Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or Proof of Interest or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

K. Document Retention.

On and after the Effective Date, the Reorganized LINN Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Reorganized LINN Debtors.

ARTICLE IX.
CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. Conditions Precedent to Confirmation.

It shall be a condition to Confirmation with respect to the LINN Debtors that the following shall have been satisfied or waived pursuant to the provisions of Article IX.C of the Plan:

1. the Bankruptcy Court shall have entered the Disclosure Statement Order, the LINN Backstop Agreement Order, and the Confirmation Order in a manner consistent in all material respects with the Plan, and the LINN Backstop Agreement, each in form and substance reasonably satisfactory to the LINN Debtors and the Required Consenting LINN Creditors;

2. the Plan shall not contain any modifications that would alter or materially affect the treatment of LINN General Unsecured Claims or LINN Convenience Claims, unless such modifications have been approved in writing by the Committee (which approval shall not be unreasonably withheld); and

3. the Confirmation Order shall, among other things:

(a) authorize the LINN Debtors and the Reorganized LINN Debtors to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with the Plan;

(b) decree that the provisions of the Confirmation Order and the Plan are nonseverable and mutually dependent;

(c) authorize the LINN Debtors, Reorganized LINN Debtors, and Reorganized LINN, as applicable/necessary, to: (i) implement the LINN Restructuring Transactions; (ii) authorize, issue, incur, and/or distribute the LINN Exit Facility, the Reorganized LINN Non-Conforming Term Notes (if any), the Reorganized LINN EIP Equity, the Reorganized LINN Common Stock (including with respect to the LINN Funded Debt Equity Distribution), the LINN Rights (and any shares of Reorganized LINN Common Stock issuable upon the exercise thereof and the unsubscribed shares of Reorganized LINN Common Stock issued to the LINN Backstop Parties pursuant to the LINN Backstop Agreement), and shares of Reorganized LINN Common Stock issuable as part of the LINN Backstop Commitment Premium, pursuant to, in the case of the LINN Funded Debt Equity Distribution, the LINN Rights (and any shares of Reorganized LINN Common Stock issuable upon the exercise thereof) and shares of Reorganized LINN Common Stock issuable as part of the LINN Backstop Commitment Premium, the exemption from registration provided by section 1145 of the Bankruptcy Code, and in the case of any other securities, pursuant to the exemption from registration provided by Section 1145 of the Bankruptcy Code or another exemption from the registration requirements of the Securities Act or pursuant to one or more registration statements; (iii) make all distributions and issuances as required under the Plan, including Cash (including Cash payable as part of the LINN Backstop Commitment Premium), the Reorganized LINN Common Stock (including with respect to the LINN

Funded Debt Equity Distribution), the LINN Rights (and any shares of Reorganized LINN Common Stock issuable upon the exercise thereof and the unsubscribed shares issued to the LINN Backstop Parties pursuant to the LINN Backstop Agreement), shares of Reorganized LINN Common Stock issuable as part of the LINN Backstop Commitment Premium, the Reorganized LINN EIP Equity, the LINN Exit Facility, and the Reorganized LINN Non-Conforming Term Notes (if any); (iv) establish and fund the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool; and (v) enter into any agreements, transactions, and sales of property as set forth in the Plan Supplement with respect to the LINN Debtors or the Reorganized LINN Debtors, as applicable, including the LINN Exit Facility Documents and the Reorganized LINN Non-Conforming Term Notes Documents (if any);

(d) provide that on the Effective Date, all of the Liens and security interests to be granted in accordance with the LINN Exit Facility Documents (a) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the LINN Exit Facility Documentation, (b) shall be deemed automatically attached and perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the LINN Exit Facility Documents, and (c) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law; and the Reorganized LINN Debtors and the Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish, attach, and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties;

(e) provide that on the Effective Date, all of the mortgages granted to the prepetition LINN Lenders shall be deemed to be amended and assigned by the LINN Administrative Agent and the LINN Lenders and assumed by the Reorganized LINN Debtors and (a) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the LINN Exit Facility Documents, (b) shall be deemed automatically attached and perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the LINN Exit Facility Documents;

(f) provide that, pursuant to section 1146 of the Bankruptcy Code, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order in furtherance of, or in connection with, any transfers of property pursuant to the Plan, including any deeds, mortgages, security interest filings, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under the Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangible or similar tax, mortgage tax, stamp tax, real estate transfer tax, mortgage recording tax, or other similar tax to the extent permissible under section 1146 of the Bankruptcy Code, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment;

(g) approve the LINN Second Lien Plan Settlement on the terms set forth in Article IV.D herein; and

(h) contain the release, injunction, and exculpation provisions contained in Article VIII herein.

B. Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C of the Plan:

1. the Confirmation Order shall have been duly entered and shall be in form and substance reasonably acceptable to the LINN Debtors, the Required Consenting LINN Creditors, and the Committee.

2. the Plan and the applicable documents included in the Plan Supplement, including any exhibits, schedules, documents, amendments, modifications, or supplements thereto, and inclusive of any amendments, modifications, or supplements made after the Confirmation Date but before the Effective Date, shall have been filed and shall be in form and substance reasonably acceptable to the LINN Debtors and the Required Consenting LINN Creditors; *provided, however*, that any Plan modifications that would alter or materially affect the treatment of LINN General Unsecured Claims or LINN Convenience Claims shall be in form and substance reasonably acceptable to the Committee.

3. the New Organizational Documents with respect to the Reorganized LINN Debtors, the LINN Backstop Agreement, the Reorganized LINN Registration Rights Agreement, the LINN Exit Facility Documents, Reorganized LINN Non-Conforming Term Notes Documents (if any), and the Transition Services Agreement shall be in full force and effect (with all conditions precedent thereto having been satisfied or waived) and subject to any post-closing execution and delivery requirements provided for in the LINN Exit Facility Documents or the Reorganized LINN Non-Conforming Term Notes Documents (if any), as applicable;

4. the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan;

5. all Allowed Professional Fee Claims approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such Allowed Professional Fee Claims after the Effective Date have been placed in the Professional Fee Escrow Account pending approval of the Professional Fee Claims by the Bankruptcy Court;

6. the LINN RSA shall not have been terminated by the LINN Debtors or the Required Consenting LINN Creditors;

7. the conditions precedent to the LINN Exit Facility Documents shall have been satisfied or waived in writing by the Required Consenting LINN Lenders;

8. if the Required Consenting LINN Noteholders have elected for such listing, the Debtors shall have filed applications seeking to qualify the Reorganized LINN Common Stock for listing on the NASDAQ or NYSE, as elected by the Required Consenting LINN Noteholders;

9. the "Closing" under the LINN Backstop Agreement shall have occurred or will be deemed to occur simultaneously upon the Effective Date;

10. the LINN GUC Cash Distribution Pool and LINN Convenience Claims Cash Distribution Pool shall have been established and funded in accordance with the terms of the Plan; and

11. all requisite governmental authorities and third parties shall have approved or consented to the LINN Restructuring Transactions to the extent required.

C. Waiver of Conditions.

The conditions to Confirmation and Consummation set forth in this Article IX may be waived by the LINN Debtors, with the reasonable consent of the Required Consenting LINN Creditors and the Committee (solely with respect to waivers of the conditions set forth in Article IX.A.2, Article IX.B.1, Article IX.B.2, and Article IX.B.10), without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

D. Substantial Consummation

"Substantial Consummation" of the Plan, as defined in 11 U.S.C. § 1101(2), with respect to any of the Debtors, shall be deemed to occur on the Effective Date with respect to such LINN Debtor.

E. Effect of Failure of Conditions.

If the Effective Date does not occur with respect to any of LINN Debtors, the Plan shall be null and void in all respects with respect to such LINN Debtor, and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by or Claims against or Interests in such LINN Debtors; (2) prejudice in any manner the rights of such LINN Debtors, any Holders of a Claim or Interest, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by such LINN Debtors, any Holders, or any other Entity in any respect.

ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments.

Subject to the limitations contained in the Plan, the LINN Debtors reserve the right to modify the Plan and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the LINN Debtors expressly reserve their rights to alter, amend, or modify materially the Plan, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

B. Effect of Confirmation on Modifications.

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan.

The LINN Debtors reserve the right to revoke or withdraw the Plan before the Confirmation Date. If the LINN Debtors revoke or withdraw the Plan, or if Confirmation and Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effectuated by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of the LINN Debtors or any other Entity, including the Holders of Claims; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the LINN Debtors or any other Entity.

ARTICLE XI.
RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the United States Bankruptcy Court for the Southern District of Texas shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code to the extent provided under applicable law, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a LINN Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized LINN Debtors' amending, modifying, or supplementing, after the Effective Date, pursuant to Article V of the Plan, any Executory Contracts or Unexpired Leases to the Rejected Executory Contracts and Unexpired Lease List, or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

4. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a LINN Debtor that may be pending on the Effective Date;

5. adjudicate, decide, or resolve any and all matters related to Causes of Action;

6. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

7. enter and implement such orders as may be necessary to execute, implement, or consummate the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement, including injunctions or other actions as may be necessary to restrain interference by an Entity with Consummation or enforcement of the Plan;

8. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

9. adjudicate, decide, or resolve any and all matters related to the LINN Restructuring Transactions;

10. grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;

11. resolve any cases, controversies, suits, disputes, Causes of Action, or any other matters that may arise in connection with the Consummation, interpretation, or enforcement of the Plan, the Disclosure Statement, the Confirmation Order, or the LINN Restructuring Transactions, or any Entity's obligations incurred in connection with the foregoing, including disputes arising under agreements, documents, or instruments executed in connection with the Plan, the Disclosure Statement, the Confirmation Order, or the LINN Restructuring Transactions;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in Article VIII of the Plan and enter such orders as may be necessary to implement such releases, injunctions, and other provisions;

13. resolve any cases, controversies, suits, disputes, or Causes of Action relating to the distribution or the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim for amounts not timely repaid pursuant to Article VI.I.1 of the Plan;

14. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by or assess damages against any Entity with Consummation or enforcement of the Plan or the LINN Restructuring Transactions;

15. enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

16. enter an order or decree concluding or closing the Chapter 11 Cases;

17. adjudicate any and all disputes arising from or relating to distributions under the Plan or any of the transactions contemplated therein;

18. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

19. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

20. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code, including any request made under section 505 of the Bankruptcy Code for the expedited determination of any unpaid liability of a LINN Debtor for any tax incurred during the administration of the Chapter 11 Cases, including any tax liability arising from or relating to the LINN Restructuring Transactions, for tax periods ending after the Petition Date and through the closing of the Chapter 11 Cases;

21. hear and determine all disputes involving the existence, nature, or scope of the release provisions set forth in the Plan, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred before or after the Effective Date;

22. hear and determine all disputes involving the obligations or terms of the LINN Exit Facility and the Reorganized LINN Non-Conforming Term Notes (as applicable);

23. hear and determine all disputes involving the obligations or terms of the LINN Rights Offerings, the LINN Backstop Agreement;

24. hear and determine all disputes involving the obligations or terms of the Transition Services Agreement and the Form Joint Operating Agreement;

25. hear and determine all disputes between the LINN Creditor Representative and the Reorganized LINN Debtors involving the claims reconciliation process;

26. hear and determine all disputes involving the existence, nature, or scope of the release provisions set forth in the Plan, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred before or after the Effective Date;

27. except as otherwise limited herein, recover all assets of the LINN Debtors and property of the Estates, wherever located;

28. enforce all orders previously entered by the Bankruptcy Court; and

29. hear any other matter not inconsistent with the Bankruptcy Code.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to Article IX.B of the Plan, as applicable, and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon the LINN Debtors, the Reorganized LINN Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, exculpations, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the LINN Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

B. Additional Documents.

On or before the Effective Date, the LINN Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or advisable to effectuate and further evidence the terms and conditions of the Plan. The LINN Debtors or the Reorganized LINN Debtors, as applicable, and all Holders of Claims and Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Dissolution of the Committee.

On the Effective Date, the Committee shall dissolve and all members, employees, or agents thereof shall be released and discharged from all rights and duties arising from or related to the Chapter 11 Cases; *provided*, that the Committee shall be deemed to remain in existence solely with respect to, and shall not be heard on any issue except (i) applications filed by the Professionals pursuant to section 330 and 331 of the Bankruptcy Code, and (ii) its statutory duties as the Committee for Holders of Unsecured Claims against the Berry Debtors.

D. Payment of Statutory Fees.

All fees payable pursuant to section 1930(a) of the Judicial Code, including fees and expenses payable to the U.S. Trustee, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code, will be paid by each of the applicable Reorganized LINN Debtors for each quarter (including any fraction thereof) until the applicable Chapter 11 Case of such Reorganized LINN Debtors is converted, dismissed, or closed, whichever occurs first. All such fees due and payable prior to the Effective Date shall be paid by the LINN Debtors on the Effective Date. After the Effective Date, the applicable Reorganized LINN Debtor shall pay any and all such fees when due and payable, and shall file with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee, until the earliest of the date on which the applicable Chapter 11 Case of the Reorganized LINN Debtors is converted, dismissed, or closed.

E. Reservation of Rights.

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor or any other Entity with respect to the Holders of Claims or Interests prior to the Effective Date.

F. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor, assign, affiliate, officer, director, manager, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

G. Notices.

All notices, requests, and demands to or upon the LINN Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

1. if to the LINN Debtors, to:

Linn Energy, LLC
JPMorgan Chase Tower
600 Travis Street
Houston, Texas 77002
Attention: Candice Wells
Email address: cwells@linnenergy.com

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Facsimile: (212) 446-4900
Attention: Paul M. Basta, P.C., Stephen E. Hessler, P.C. and Brian Lennon, Esq.
E-mail addresses: paul.basta@kirkland.com, stephen.hessler@kirkland.com, brian.lennon@kirkland.com

–and–

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Facsimile: (312) 862-2200
Attention: James H.M. Sprayregen, P.C., Joseph M. Graham, Esq., and Alexandra Schwarzman, Esq.
E-mail addresses: james.sprayregen@kirkland.com, joe.graham@kirkland.com, alexandra.schwarzman@kirkland.com

2. if to the LINN Administrative Agent, to:

Wells Fargo Bank, N.A.
1000 Louisiana Street, 9th Floor
Houston, Texas 77002
Attention: Patrick Fults
E-mail address: patrick.j.fults@wellsfargo.com

with copies (which shall not constitute notice) to:

Baker & McKenzie LLP
452 Fifth Avenue
New York, NY 10018
Attention: James Donnell
E-mail address: james.donnell@bakermckenzie.com

–and–

Baker & McKenzie LLP
300 East Randolph Street
Chicago, IL 60601
Attention: Garry Jaunal
E-mail address: garry.jaunal@bakermckenzie.com

3. if to the Ad Hoc Group of Second Lien Noteholders, to:

O'Melveny & Myers LLP
7 Times Square
New York, NY 10036
Attn: John Rapisardi, Esq.
Joseph Zujkowski, Esq.
Email address: jrapisardi@omm.com
jzujkowski@omm.com

4. if to the LINN Second Lien Notes Trustee, to:

Delaware Trust Company
2711 Centerville Road
Wilmington, DE 19808
Attention: Michelle A. Dreyer
E-mail addresses: mdreyer@delawaretrust.com

with copies (which shall not constitute notice) to:

Arent Fox LLP
1675 Broadway
New York, New York 10019
Attention: Leah M. Eisenberg
E-mail addresses: eisenberg.leah@arentfox.com

5. if to the Ad Hoc Group of Unsecured Noteholders, to:

Milbank, Tweed, Hadley & McCloy LLP
28 Liberty Street
New York, New York 10005
Attention: Gerard Uzzi and Michael Price
E-mail addresses: guzzi@milbank.com and mprice@milbank.com

6. if to the LINN Unsecured Notes Trustee, to:

Wilmington Trust Company
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402
Attention: Peter Finkel
E-mail addresses: pfinkel@wilmingtontrust.com

–and–

Kilpatrick Townsend & Stockton LLP
1100 Peachtree Street, NE
STE 2800
Atlanta, GA 30309
Attention: Todd C. Meyers, Robbin S. Rahman
E-mail addresses: tmeyers@kilpatricktownsend.com and rrahman@kilpatricktownsend.com

with copies (which shall not constitute notice) to:

Milbank, Tweed, Hadley & McCloy LLP
28 Liberty Street
New York, New York 10005
Attention: Gerard Uzzi and Michael Price
E-mail addresses: guzzi@milbank.com and mprice@milbank.com

7. if to the Committee, to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, New York 10036
Attention: Keith Wofford, Mark Bane, James Wright
E-mail addresses: Keith.Wofford@ropesgray.com, mark.bane@ropesgray.com, and James.Wright@ropesgray.com

After the Effective Date, the Reorganized LINN Debtors shall have the authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized LINN Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Term of Injunctions or Stays.

Unless otherwise provided in the Plan or the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. Entire Agreement.

Except as otherwise indicated, the Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

J. Exhibits.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at https://cases.primeclerk.com/linn/Home-Index or the Bankruptcy Court's website at http://www.txs.uscourts.gov/bankruptcy.

K. Nonseverability of Plan Provisions.

If, before Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the LINN Debtors' or Reorganized LINN Debtors' consent, as applicable; *provided*, that any such deletion or modification must be consistent with the LINN RSA, LINN Backstop Agreement, or LINN Exit Facility Documents, as applicable; and (3) nonseverable and mutually dependent.

L. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, the LINN Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the LINN Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties or individuals or the Reorganized LINN Debtors will have any liability for the violation of any applicable law (including the Securities Act), rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan and any previous plan.

M. Waiver or Estoppel.

Each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured or not subordinated by virtue of an agreement made with the LINN Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed before the Confirmation Date.

N. Closing of Chapter 11 Cases

The Reorganized LINN Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases; *provided*, that the Reorganized LINN Debtors may, in their discretion, close certain of the Chapter 11 Cases while allowing other Chapter 11 Cases to continue for the purposes of making distributions on account of Claims or administering to Claims as set forth in this Plan, or for any other provision set forth in this Plan.

[*Remainder of page intentionally left blank.*]

Dated: January 25, 2017

Respectfully submitted,

By: */s/ Arden L. Walker, Jr.*
Name: Arden L. Walker, Jr.
Title: Chief Operating Officer of Linn Energy, LLC

Prepared by:

KIRKLAND & ELLIS LLP
Paul M. Basta, P.C. (admitted *pro hac vice*)
Stephen E. Hessler, P.C. (admitted *pro hac vice*)
Brian S. Lennon (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
(212) 446-4800 (telephone)

–and–

James H.M. Sprayregen, P.C. (admitted *pro hac vice*)
Joseph M. Graham (admitted *pro hac vice*)
Alexandra Schwarzman (admitted *pro hac vice*)
300 North LaSalle
Chicago, Illinois 60654
(312) 862-2000 (telephone)

–and–

JACKSON WALKER L.L.P.
Patricia B. Tomasco (TX Bar No. 01797600)
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
(713) 752-4200 (telephone)

Counsel to the Debtors and Debtors in Possession

Exhibit 2.2

PURCHASE AND SALE AGREEMENT

DATED APRIL 30, 2017,

BY AND BETWEEN

LINN ENERGY HOLDINGS, LLC AND LINN OPERATING, LLC

AS SELLER,

AND

JONAH ENERGY LLC

AS BUYER

TABLE OF CONTENTS

EXHIBITS AND SCHEDULES

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of April 30, 2017 (the "Execution Date"), by and between Linn Energy Holdings, LLC, a Delaware limited liability company ("LEH"), and Linn Operating, LLC, a Delaware limited liability company ("LOI" and together with LEH the "Seller"), and Jonah Energy LLC, a Delaware limited liability company ("Buyer"). Seller and Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITAL

Seller desires to sell, and Buyer desires to purchase, all of Seller's right, title and interest in and to certain oil and gas properties and related assets and contracts, effective as of the Effective Time, for the consideration and on the terms set forth in this Agreement.

AGREEMENT

For and in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, in addition to other capitalized terms defined in this Agreement, the following terms have the meanings specified or referred to in this Article 1 when capitalized:

"AAA" – the American Arbitration Association.

"AFE" – as defined in Section 3.13.

"Accounting Expert" – as defined in Section 2.05(d).

"Accrued Vacation Balances" – as defined in Section 12.02(b).

"Affiliate" – with respect to a Party, any Person directly or indirectly controlled by, controlling, or under common control with, such Party, including any subsidiary of such Party and any "affiliate" of such Party within the meaning of Reg. §240.12b-2 of the Securities Exchange Act of 1934, as amended. As used in this definition, "control" means possession, directly or indirectly, of the power to direct or cause the direction of management, policies, or action through ownership of voting securities, contract, voting trust, or membership in management or in the group appointing or electing management or otherwise through formal or informal arrangements or business relationships. The terms "controlled by," "controlling," and other derivatives shall be construed accordingly.

"Aggregate Defect Deductible" – an amount equal to three percent (3%) of the unadjusted Purchase Price.

"Aggregate Environmental Defect Value" – as defined in Section 11.12.

"Aggregate Title Defect Value" – as defined in Section 11.07.

"Allocated Values" – the values assigned among the Assets as set forth on Schedule 2.07.

"Alternative Financial Statements" – as defined in Section 3.16.

"Annual Financial Statements" – as defined in Section 6.06(b).

"Applicable Contracts" – all Contracts to which Seller is a party or is bound that primarily relate to any of the Assets and that will be binding on the Buyer after the Closing, including: communitization agreements; net profits agreements; production payment agreements; area of mutual interest agreements; joint venture agreements; confidentiality agreements; farmin and farmout agreements; bottom hole agreements; crude oil, condensate, and natural gas purchase and sale, gathering, transportation, and marketing agreements; hydrocarbon storage agreements; acreage contribution agreements; operating agreements; balancing agreements; pooling declarations or agreements; unitization agreements; processing agreements; saltwater disposal agreements; facilities or equipment leases; and other similar contracts and agreements, but exclusive of any master service agreements, Debt Contracts, Hedge Contracts and Contracts to the extent relating to the Excluded Assets.

"Asset Taxes" – ad valorem, property, excise, severance, production, sales, use and similar Taxes based upon the operation or ownership of the Assets, the production of Hydrocarbons or the receipt of proceeds therefrom, but excluding, for the avoidance of doubt, Income Taxes and Transfer Taxes.

"Assets" – all of Seller's right, title, and interest in, to, and under the following, without duplication, except to the extent constituting Excluded Assets:

(a) all of the oil and gas leases, subleases, and other leaseholds located in the Designated Area (including the oil and gas leases, subleases and other leaseholds described in Exhibit A), together with (i) any and all other right, title and interest of Seller in and to the leasehold estates created thereby subject to the terms, conditions, covenants and obligations set forth in such leases or Exhibit A (such interest in such leases, the "Leases"), (ii) all related rights and interests in the lands covered by the Leases and any lands pooled or unitized therewith (such lands, the "Lands"), (iii) all Royalties applicable to the Leases or the Lands, (iv) any amendments, extensions, acreage designations, ratifications, and/or partial releases affecting the Leases, (v) all rights, privileges, benefits and powers conferred upon the holder of the Leases and its Affiliates with respect to the use and occupation of the Lands, and (vi) all tenements, hereditaments, and appurtenances belonging to such Leases and the Lands;

(b) any and all oil, gas, water, observation, injection, CO2 and disposal wells located on any of the Lands (such interest in such wells, including the wells set forth in Exhibit B, the "Wells"), and all Hydrocarbons produced therefrom or allocated thereto from and after the Effective Time;

(c) all fee mineral interests in the Designated Area (such interest, the "Fee Minerals");

(d) all rights and interests in, under or derived from all communitization, unitization and pooling agreements, declarations and orders in effect with respect to any of the Leases or Wells and the units created thereby (the "Units") (the Leases, the Lands, the Fee Minerals, the Units and the Wells being collectively referred to hereinafter as the "Properties" or individually as a "Property");

(e) to the extent that they may be assigned, transferred or re-issued by Seller (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* Seller shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Buyer), all permits, licenses, allowances, water rights, registrations, consents, certificates, orders, approvals, variances, authorizations, servitudes, easements, rights-of-way, surface leases, surface fee interests, other surface interests and surface rights to the extent appurtenant to or primarily used or primarily held for use in connection with the Assets or otherwise primarily relating to the ownership, operation, production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from the Properties or any of the Assets, including those described on Exhibit A-2 (collectively, "Surface Rights");

(f) all equipment, machinery, tools, inventory, fixtures, improvements and other personal, movable and mixed property located on any of the Properties or other Assets that is used or held for use in connection therewith, including those items listed in Exhibit C, and including well equipment, casing, tubing, pumps, motors, machinery, platforms, rods, tanks, boilers, fixtures, compression equipment, flowlines, pipelines, gathering systems associated with the Wells, manifolds, processing and separation facilities, pads, structures, materials, and other items used or held for use in the operation thereof (collectively, the "Personal Property");

(g) the field offices described on Exhibit A-3;

(h) all pipelines and gathering systems located within the Designated Area;

(i) the vehicles described on Exhibit A-6;

(j) all salt water disposal wells and evaporation pits that are located in the Designated Area including those described on Exhibit A-7;

(k) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* Seller shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Buyer), all Applicable Contracts and all rights thereunder insofar as and only to the extent relating to the Assets;

(l) all Imbalances relating to the Assets;

(m) the Suspense Funds;

(n) the Specified Receivables;

(o) originals (if available, and otherwise copies) and copies in digital form (if available) of all of the books, files, records, information and data, whether written or electronically stored, relating primarily to the Assets maintained by Seller or its Affiliates or in Seller's or its Affiliates' possession, including: (i) land and title records (including division order files, prospect files, maps, lease records, abstracts of title, title opinions and title curative documents); (ii) Applicable Contract files; (iii) correspondence; (iv) operations, environmental, production, Asset Tax and accounting records; (v) facility and well records; and (vi) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* Seller shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Buyer), geological and seismic data (collectively, "Records");

(p) all Hydrocarbons in storage or existing in stock tanks, pipelines or plants (including inventory);

(q) all radio equipment, SCADA and measurement technology, and other production related mobility devices (such as SCADA controllers), well communication devices, and any other information technology systems and licenses associated with the foregoing, in each case only to the extent such assets and licenses are (i) used or held for use solely in connection with the operation of the Properties, (ii) assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* Seller shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Buyer), and (iii) located on the Property (the "Production Related IT Equipment").

(r) all right, title and interest of Seller and its Affiliates in, to and under that certain Purchase and Sale Agreement, dated June 1, 1994, by and among McMurry Oil Company, Fort Collins Consolidated Royalties, Inc., Edward M. Warner, and Snyder Oil Corporation, and that certain Preferential Right Agreement, dated May 22, 1998, by and between Amoco Production Company and Snyder Oil Corporation (including Seller's and its Affiliates rights under any preferential purchase rights thereunder; *provided* that to the extent any such preferential purchase rights are not assignable, effective as of Closing, Seller irrevocably waives its and its Affiliates' rights with respect to such preferential purchase rights);

(s) the emission reduction credits, emission offsets or similar credits (whether under voluntary or mandatory programs) held by Seller that are attributable to Seller's ownership or operation of the Assets and related to local, state or federal air quality Legal Requirements, regulations or plans (the "Emission Reduction Credits");

(t) all (i) trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables and general intangibles, attributable to the Assets with respect to periods of time from and after the Effective Time; and (ii) liens and security interests in favor of Seller or its Affiliates, whether choate or inchoate, under any Legal Requirement or Contract to the extent arising from, or relating to, the ownership, operation, or sale or other disposition on or after the Effective Time of any of the Assets or to the extent arising in favor of Seller or its Affiliates as to the operator or non-operator of any Asset;

(u) all rights of Seller and its Affiliates to audit the records of any Person and to receive refunds or payments of any nature, and all amounts of money relating thereto, only to the extent related to the obligations assumed by Buyer pursuant to this Agreement or with respect to which Buyer has an obligation to indemnify Seller; and

(v) all rights, claims, and causes of action (including warranty and similar claims, indemnity claims, and defenses) of Seller or any of its Affiliates whether arising before, on, or after the Effective Time, only to the extent such rights, claims, and causes of action relate solely to any of the Assumed Liabilities.

"Assignment" – the Assignment and Bill of Sale from Seller to Buyer, pertaining to the Assets, substantially in the form attached to this Agreement as Exhibit D.

"Assumed Liabilities" – as defined in Section 2.06.

"Assumed Litigation" – the litigation set forth in Schedule 3.05 Part A.

"Available Employee"– those employees of Seller or its Affiliates identified in the Available Employee List, each of whom is an individual to whom Buyer or its Affiliate may, but shall not be obligated to, make an offer of employment pursuant to Section 12.03; *provided*, *however* that (x) Seller may not identify employees in the Available Employee List who do not perform services on site at Assets and (y) any employee of Seller or its Affiliates that is identified in the Available Employee List whose employment with Seller or its Affiliates is terminated prior to the Closing shall cease to be an "Available Employee" immediately as of such termination.

"Available Employee List" – as defined in Section 12.03(a).

"Bankruptcy Cases" – the bankruptcy cases commenced by the filing by Seller (or its applicable predecessor or Affiliate) for voluntary petitions for relief under chapter 11 of title 11 of the United States Code in the Bankruptcy Court that were jointly administered under Case No. 16-60040.

"Bankruptcy Court" – the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

"Breach" – a "Breach" of a representation, warranty, covenant, obligation, or other provision of this Agreement or any certificate delivered pursuant to Section 2.04(a)(iii) or Section 2.04(b)(iii) of this Agreement shall be deemed to have occurred if there is or has been any inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation, or other provision.

"Breaching Party" – a Party (a "Subject Party") who, at the time in question, is in Willful Breach, if (but only if), at such time in question, all conditions precedent to the obligations of the Subject Party to close the Contemplated Transactions as set forth in Article 7 or Article 8, as applicable, (a) have been satisfied (or waived in writing by the Subject Party) other than those conditions that can only be satisfied at the Closing, but subject to the Buyer (in the case where Seller is the Subject Party) or the Seller (in the case where Buyer is the Subject Party) being ready, willing and able to satisfy such conditions at such time in question or (b) would have been fulfilled or satisfied except solely due to the Willful Breach by the Subject Party.

"Business Day" – any day other than a Saturday, Sunday, or any other day on which commercial banks in the State of Texas and New York are authorized or required by law or executive order to close.

"Buyer" – as defined in the preamble to this Agreement.

"Buyer Group" – Buyer and its Affiliates, and their respective Representatives.

"Buyer Savings Plan" – as defined in Section 12.04.

"Buyer's Auditor" – as defined in Section 6.06(b).

"Buyer's Closing Documents" – as defined in Section 4.02(a).

"Casualty Loss" – as defined in Section 11.14.

"Closing" – the closing of the Contemplated Transactions.

"Closing Date" – as defined in Section 2.03.

"COBRA" – as defined in Section 12.06.

"Code" – the Internal Revenue Code of 1986, as amended. All references herein to sections of the Code shall include any corresponding provision or provisions of succeeding law.

"Complete Remediation" – with respect to an Environmental Defect, a remediation or cure of such Environmental Defect which is substantially completed in accordance with the Lowest Cost Response.

"Confidentiality Agreement" – that certain confidentiality agreement dated as of March 6, 2017 by and between Jonah Energy LLC and Linn Energy, Inc., as successor in interest to Linn Energy, LLC.

"Consent" – any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization) from any Person that is required to be obtained in connection with the execution or delivery of this Agreement or the consummation of the Contemplated Transactions.

"Contemplated Transactions" – all of the transactions contemplated by this Agreement, including:

(a) the sale of the Assets by Seller to Buyer;

(b) the performance by the Parties of their respective covenants and obligations under this Agreement; and

(c) Buyer's acquisition, ownership, and exercise of control over the Assets.

"Continuing Employees" – as defined in Section 12.03(d).

"Contract" – any written contract, agreement or any other legally binding arrangement, but excluding, however, any Lease, easement, right-of-way, permit or other instrument creating an ownership interest in the Assets.

"Controlled Group Liabilities" – any means any and all liabilities of any Seller Party or any of their respective ERISA Affiliates (a) under Title IV of ERISA, (b) under Sections 206(g), 302 or 303 of ERISA, (c) under Sections 412, 430, 431, 436 or 4971 of the Code, (d) as a result of the failure to comply with the continuation of coverage requirements of Section 601 *et seq.* of ERISA and Section 4980B of the Code, and (e) under corresponding or similar provisions of any foreign Legal Requirement.

"Cure" – as defined in Section 11.06.

"Cure Amount Determination" – as defined in Section 2.04(c).

"Cure Amount Satisfaction" – as defined in Section 2.04(c).

"Cure Amounts" – as defined in the Stipulation and Agreed Order.

"Cure Amount Escrow Amount" – Five Million Dollars ($5,000,000).

"Damages" – any and all claims, demands, payments, charges, judgments, assessments, losses, liabilities, damages, Taxes, penalties, fines, expenses, costs, fees, settlements, and deficiencies, including any attorneys' fees, legal, and other costs and expenses suffered or incurred therewith.

"Debt Contract" – any indenture, mortgage, loan, credit or similar agreement entered into by Seller or its Affiliates creating indebtedness on the part of Seller or its Affiliates for borrowed money or the deferred purchase price of property acquired by, or for services rendered to, Seller or its Affiliates.

"Debt Financing" – the amendment or replacement by Buyer's and its Affiliates of their reserve based credit facility and/or any other alternative debt financing incurred or intended to be incurred by Buyer and its Affiliates, in each case, in regards to financing the Contemplated Transactions.

"De Minimis Environmental Defect Cost" – One Hundred Thousand Dollars ($100,000).

"De Minimis Title Defect Cost" – One Hundred Thousand Dollars ($100,000).

"Defect Notice Date" – as defined in Section 11.04.

"Defensible Title" – title of Seller with respect to the Leases and Wells that, as of the Effective Time and the Closing Date and subject to the Permitted Encumbrances, is deducible of record or title evidenced by unrecorded instruments or elections, in each case, made or delivered pursuant to joint operating agreements, pooling agreements or unitization agreements and:

(a) with respect to each currently producing formation or applicable Target Formation set forth on Schedule 1.1(DT) or Schedule 2.07, as applicable, (in each case, subject to any reservations, limitations or depth restrictions described in Schedule 1.1(DT), Schedule 2.07, Exhibit A (with respect to any Lease) or Exhibit B (with respect to any Well)), entitles Seller to receive not less than (i) with respect to any Lease set forth on Schedule 1.1(DT), the Net Revenue Interest for such Target Formation set forth on Schedule 1.1(DT) for such Lease, (ii) with respect to any other Lease set forth on Schedule 2.07, an 80% Net Revenue Interest for such Target Formation, or (iii) with respect to any Well set forth on Schedule 2.07, the Net Revenue Interest set forth in Schedule 2.07 for such producing formation, except for (A) decreases in connection with those operations in which Seller or its successors or assigns may from and after the Execution Date and in accordance with the terms of this Agreement elect to be a non-consenting co-owner, (B) decreases resulting from the establishment or amendment from and after the Execution Date of pools or units in accordance with this Agreement, and (C) decreases required to allow other working interest owners to make up past underproduction or pipelines to make up past under deliveries described in Schedule 3.09; and (D) decreases pursuant to the terms of a unit operating agreement affecting a Lease related to lease burdens adjustments from and after the Execution Date;

(b) with respect to each currently producing formation on Schedule 2.07 for each Well (in each case, subject to any reservations, limitations or depth restrictions described in Schedule 2.07 or Exhibit B), obligates Seller to bear not more than the Working Interest set forth in Schedule 2.07 for such producing formation, except (i) increases resulting from contribution requirements with respect to defaulting co-owners from and after the Execution Date under applicable operating agreements, or (ii) increases to the extent that such increases are accompanied by a proportionate increase in Seller's Net Revenue Interest;

(c) with respect to each Lease, entitles Seller to not less than the number of Net Acres set forth on Schedule 2.07 for such Target Formation; and

(d) is free and clear of all Encumbrances.

"Deposit Amount" – Ten percent (10%) of the unadjusted Purchase Price (including any interest accrued thereon).

"Designated Area" – (a) the area on Exhibit A-1 within the red "Designated Area Boundary" and (b) the areas on Exhibit A-1 identified as "Outlier Linn Acreage."

"Dispute Notice" – as defined in Section 2.05(d).

"Disputed Matter" – as defined in Section 11.15(a).

"DOJ" – the Antitrust Division of the U.S. Department of Justice.

"DTPA" – as defined in Section 4.11.

"Effective Time" – March 1, 2017, at 12:01 a.m. local time at the location of the Assets.

"Emission Credits Transfer Letter" – the letter to be executed by the Seller and Buyer regarding the approval of the State of Wyoming Department of Environmental Quality of the transfer by Seller to Buyer of the Emission Reduction Credits, in substantially the same form as set forth in Exhibit K.

"Emission Reduction Credits" – as set forth in the definition of "Assets".

"Employee Start Date" – as defined in Section 12.03(c).

"Encumbrance" – any burden, encumbrance, charge, equitable interest, privilege, lien, mortgage, deed of trust, production payment, option, pledge, collateral assignment, security interest, or other arrangement substantially equivalent to any of the foregoing.

"Environmental Condition" – any event occurring or condition existing on the Defect Notice Date with respect to an Asset that causes such Asset to be subject to a remedial or corrective action obligation under, or in violation of, an Environmental Law, other than any such event or condition to the extent caused by or relating to NORM.

"Environmental Defect" – an Environmental Condition discovered by Buyer or its Representatives as a result of any environmental diligence conducted by or on behalf of Buyer pursuant to Section 11.09 of this Agreement.

"Environmental Defect Notice" – as defined in Section 11.10.

"Environmental Defect Value" – with respect to each Environmental Defect, the amount of the Lowest Cost Response for such Environmental Defect.

"Environmental Law" – any applicable Legal Requirement in effect as of the Execution Date relating to pollution or the protection of the environment, including those Legal Requirements relating to the storage, handling, and use of Hazardous Materials and those Legal Requirements relating to the generation, processing, treatment, storage, transportation, disposal or other management thereof. The term "Environmental Law" does not include (a) good or desirable operating practices or standards that may be voluntarily employed or adopted by other oil and gas well operators or recommended, but not required, by a Governmental Body or (b) the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 *et seq.*, as amended, or any other Legal Requirement governing worker safety or workplace conditions.

"Environmental Liabilities" – all costs, Damages, expenses, liabilities, obligations, and other responsibilities arising from or under either Environmental Laws or Third Party claims relating to the environment, and which relate to the Assets or the ownership or operation of the same.

"ERISA" – the Employee Retirement Security Act of 1974, as amended.

"ERISA Affiliate" – with respect to any entity, any other entity, trade or business that is a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes such first entity, or that is a member of the same "controlled group" as such first entity pursuant to Section 4001(a)(14) of ERISA.

"Escrow Account" – as defined in Section 2.02.

"Escrow Agent" – JPMorgan Chase Bank, N.A.

"Escrow Agreement" – as defined in Section 2.02.

"Excluded Assets" – with respect to Seller, (a) all of Seller's corporate minute books, financial records and other business records that relate to Seller's business generally (including the ownership and operation of the Assets); (b) except to the extent related to any Assumed Liabilities, all trade credits, all accounts, all receivables of Seller and all other proceeds, income or revenues of Seller attributable to the Assets that are attributable to any period of time prior to the Effective Time (other than the Suspense Funds and Specified Receivables); (c) except to the extent related to any Assumed Liabilities, all claims and causes of action of Seller or its Affiliates that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds); (d) except to the extent related to any Assumed Liabilities subject to Section 11.14, all rights and interests of Seller (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property; (e) except to the extent of an upward adjustment to the Purchase Price, Seller's rights with respect to all Hydrocarbons produced and sold from the Assets with respect to all periods prior to the Effective Time; (f) all claims of Seller or any of its Affiliates for refunds of, or loss carry forwards or credits with respect to, any and all Seller Taxes; (g) all information technology assets, other than the Production Related IT Equipment, including all desktop computers, laptop computers, servers, networking equipment and any associated peripherals and other computer hardware, or computer software and telephone equipment; (h) except to the extent related to any Assumed Liabilities, all rights, benefits and releases of Seller or its Affiliates under or with respect to any Contract that are attributable to periods of time prior to the Effective Time; (i) all of Seller's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other similar intellectual property; (j) all documents and instruments of Seller that may be protected by an attorney-client privilege or any attorney work product doctrine (except for any title opinions); (k) all data that cannot be disclosed to Buyer as a result of confidentiality arrangements with Third Parties under existing written licensing agreements; *provided* Seller shall use commercially reasonably efforts to cause the transfer of all such rights and interests to Buyer; (l) all audit rights or obligations of Seller for which Seller bears responsibility arising under any of the Applicable Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets, except for any Imbalances assumed by Buyer or to the extent related to any Assumed Liabilities; (m) Seller's interpretations of any geophysical or seismic data relating to the Assets; (n) documents prepared or received by Seller or its Affiliates with respect to (i) lists of prospective purchasers for such transactions compiled by Seller, (ii) bids submitted by other prospective purchasers of the Assets, (iii) analyses by Seller or its Affiliates of any bids submitted by any prospective purchaser, (iv) correspondence between or among Seller, its Representatives, and any prospective purchaser other than Buyer, and (v) correspondence between Seller or any of its Representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated by this Agreement; (o) except

for field offices described on Exhibit A-3, any offices and office leases; (p) subject to Section 13.13, a copy of all Records; (q) any Contracts that constitute master services agreements or similar contracts; (r) any Hedge Contracts; (s) any Debt Contracts; (t) any of Seller's assets other than the Assets; and (u) any leases, rights and other assets specifically listed in Exhibit E.

"Execution Date" – as defined in the preamble to this Agreement.

"Expert" – as defined in Section 11.15(b).

"Expert Decision" – as defined in Section 11.15(d).

"Expert Proceeding Notice" – as defined in Section 11.15(a).

"Fee Minerals" – as set forth in the definition of "Assets".

"Final Amount" – as defined in Section 2.05(d).

"Final Settlement Date" – as defined in Section 2.05(d).

"Final Settlement Statement" – as defined in Section 2.05(d).

"Financing Sources" – any potential or actual lenders and investors for the Debt Financing, together with their Affiliates and their respective Representatives.

"FTC" – the Federal Trade Commission.

"Fundamental Representations" – those representations set forth in Sections 3.01, 3.02, 3.03, 3.06, 3.21, and 3.22.

"GAAP" – generally accepted accounting principles in the United States as interpreted as of the Execution Date.

"Governmental Authorization" – any approval, consent, license, permit, registration, variance, exemption, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

"Governmental Body" – any (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multi-national organization or body; or (e) body or authority exercising, or entitled to exercise, any administrative, arbitration, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Gross Products Taxes" – property or ad valorem Asset Taxes assessed by the State of Wyoming that are measured by the production of Hydrocarbons.

"Group" – either Buyer Group or Seller Group, as applicable.

"Hazardous Materials" – any (a) chemical, constituent, material, pollutant, contaminant, substance, or waste that is regulated by any Governmental Body or may form the basis of liability under any Environmental Law; and (b) petroleum, Hydrocarbons, or petroleum products.

"Hedge Contract" – any Contract to which Seller or any of its Affiliates is a party with respect to any swap, forward, put, call, floor, cap, collar option, future or derivative transaction or option or similar agreement, whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities (including Hydrocarbons), equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

"HSR Act" – the Hart-Scott-Rodino-Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Hydrocarbons" – oil and gas and other hydrocarbons (including condensate) produced or processed in association therewith (whether or not such item is in liquid or gaseous form), or any combination thereof, and any minerals produced in association therewith.

"Imbalances" – over-production or under-production or over-deliveries or under-deliveries with respect to Hydrocarbons produced from or allocated to the Assets, regardless of whether such over-production or under-production or over-deliveries or under-deliveries arise at the wellhead, pipeline, gathering system, transportation system, processing plant, or other location, including any imbalances under gas balancing or similar agreements, imbalances under production handling agreements, imbalances under processing agreements, imbalances under the Leases, and imbalances under gathering or transportation agreements.

"Income Taxes" – income or franchise Taxes based upon, measured by, or calculated with respect to gross or net income, profits, capital, or similar measures (or multiple bases, including corporate, franchise, business and occupation, business license, or similar Taxes, if gross or net income, profits, capital, or a similar measure is one of the bases on which such Tax is based, measured, or calculated), but excluding ad valorem, property, excise, severance, production, sales, use, real or personal property transfer or other similar Taxes.

"Individual Claim Threshold" – as defined in Section 10.05(a).

"Instruments of Conveyance" – the Assignment. **Except for the special warranty of Defensible Title by, through and under Seller and its Affiliates contained therein, the foregoing Instruments of Conveyance shall be without warranty of title, whether express, implied, statutory, or otherwise, it being understood that Buyer shall have the right to conduct pre-Closing title due diligence as described below in Article 11, and that the rights and remedies set forth in Article 11 shall be Buyer's sole rights and remedies with respect to title.**

"Interim Financial Statements" – as defined in Section 6.06(b).

"Knowledge" – an individual will be deemed to have "Knowledge" of a particular fact or other matter if such individual is actually aware of such fact or other matter, without any duty of

inquiry. A Seller Party will be deemed to have "Knowledge" of a particular fact or other matter if any of the following individuals has Knowledge of such fact or other matter: Mark E. Ellis, President and Chief Operating Officer, Arden L. Walker, Jr., Executive Vice President and Chief Operating Officer, David B. Rottino, Executive Vice President and Chief Financial Officer, and Thomas E. Emmons, Senior Vice President, Corporate Services, Jamin McNeil, Senior Vice President, Operations, and Candice Wells, Senior Vice President, General Counsel and Corporate Secretary. Buyer will be deemed to have "Knowledge" of a particular fact or other matter if any of the following individuals has Knowledge of such fact or other matter: Thomas M. Hart, III, Chief Executive Officer, and Glen Mizenko, Vice President of Asset and Business Development.

"Lands" – as set forth in the definition of "Assets".

"Leases" – as set forth in the definition of "Assets".

"Legal Requirement" – any federal, state, local, municipal, foreign, international, or multinational law, Order, constitution, ordinance, or rule, including rules of common law, regulation, statute, treaty, or other legally enforceable directive or requirement.

"Lowest Cost Response" – the response required or allowed under Environmental Laws in effect as of the Defect Notice Date that addresses and resolves (for current and future use in the same manner as currently used) the identified Environmental Condition in the most cost-effective manner (considered as a whole and allowing for the continued sale and prudent operation of the Assets) as compared to any other response that is required or allowed under Environmental Laws. The Lowest Cost Response shall include taking no action, leaving the condition unaddressed, periodic monitoring or the recording of notices in lieu of remediation, if such responses are allowed under Environmental Laws. The Lowest Cost Response shall not include any costs or expenses relating to the assessment, remediation, removal, abatement, transportation and disposal of any asbestos, asbestos containing materials or NORM.

"Material Contracts" – as defined in Section 3.10.

"Net Acre" **–** as computed separately with respect to each Lease identified with a represented Net Acre on Schedule 2.07, (a) the gross number of mineral acres in the lands covered by such Lease, *multiplied* by (b) the undivided fee simple mineral interest (expressed as a percentage) in the lands covered by that Lease (as determined by aggregating the fee simple mineral interests owned by each lessor of that Lease in the lands) as to the currently producing formation or applicable Target Formation, *multiplied* by (c) Seller's undivided percentage interest that is burdened with the obligation to bear and pay costs and expenses in that Lease; *provided* that if the items in (b) or (c) vary as to different tracts covered by that Lease, a separate calculation shall be done for each such tract. For example, if a Lease in which Seller owns an undivided fifty percent (50%) working interest covers a 20-acre tract in which the lessors of such Lease own an undivided one-half (1/2) fee mineral interest as to the applicable Target Formation and a separate and distinct 40-acre tract in which the lessors of such Lease own an undivided one fourth (1/4) fee mineral interest as to the applicable Target Formation, then the Lease would cover ten (10) Net Acres (i.e., $(20 \times 0.5 \times 0.5) + (40 \times 0.25 \times 0.5) = 10$). Terms in this Agreement related to Net Acres are not applicable to Leases for which no Net Acre value is set forth on Exhibit A.

"Net Revenue Interest" – with respect to any Lease or Well, the interest in and to all Hydrocarbons produced, saved and sold from or allocated to such Lease or Well (limited to the currently producing formation or applicable Target Formation (with respect to a Lease) as described in the definition of "Defensible Title" and subject to any reservations, limitations or depth restrictions described in Exhibit A, with respect to any Lease, or Exhibit B, with respect to any Well), after satisfaction of all other Royalties.

"Non-Operated Assets" – Assets operated by any Person other than Seller or its Affiliates.

"NORM" – naturally occurring radioactive material.

"Order" – any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

"Organizational Documents" – (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the articles of organization and resolutions of a limited liability company; (c) the certificate of limited partnership and limited partnership agreement of a limited partnership; and (d) any amendment to any of the foregoing.

"Outside Date" – as defined in Section 9.01(d).

"Party" or "Parties" – as defined in the preamble to this Agreement.

"Permits" – all environmental and other governmental (whether federal, state, local or tribal) certificates, consents, permits (including conditional use permits), licenses, orders, authorizations, franchises and related instruments or rights solely relating to the ownership, operation or use of the Assets.

"Permitted Encumbrance" – any of the following:

(a) the terms and conditions of all Leases and Contracts if the net cumulative effect of such Leases and Contracts does not (i) materially interfere with the operation or use of any of the Assets (as currently operated and used) or the ability of a reasonably prudent operator to drill a well on a Lease, (ii) operate to reduce the Net Revenue Interest of Seller with respect to any Well to an amount less than the Net Revenue Interest set forth in Schedule 2.07 for such Well, (iii) operate to reduce the Net Revenue Interest of Seller with respect to any Lease set forth on Schedule 1.1(DT) to an amount less than the Net Revenue Interest set forth in
Schedule 1.1(DT), (iv) operate to reduce the Net Revenue Interest of Seller with respect to any other Lease to an amount less than 80%; (v) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Schedule 2.07 for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Schedule 2.07, in the same or greater proportion as any increase in such Working Interest) or (vi) reduce the Net Acres of Seller with respect to any Lease (or any tract thereof, if applicable) identified on Schedule 2.07 to an amount less than the Net Acres set forth on Schedule 2.07;

(b) any Preferential Purchase Rights, Consents and similar agreements;

(c) excepting circumstances where such rights have already been triggered prior to the Effective Time, rights of reassignment arising upon final intention to abandon or release the Assets;

(d) liens for Taxes not yet due or delinquent or, if delinquent, that are being contested in good faith by appropriate proceedings by or on behalf of Seller, in each case (A) as set forth on Schedule 1.1(PE) or (B) otherwise arising from and after the Execution Date;

(e) all rights to consent by, required notices to, filings with, or other actions by Governmental Bodies in connection with the conveyance of the Leases, if the same are customarily sought and received after the Closing;

(f) all Legal Requirements and all rights reserved to or vested in any Governmental Body (i) to control or regulate any Asset in any manner; (ii) by the terms of any right, power, franchise, grant, license or permit, or by any provision of law, to terminate such right, power, franchise, grant, license or permit or to purchase, condemn, expropriate or recapture or to designate a purchaser of any of the Assets; (iii) to use such property in a manner which does not materially impair the use of such property for the purposes for which it is currently owned and operated; or (iv) to enforce any obligations or duties affecting the Assets to any Governmental Body with respect to any right, power, franchise, grant, license or permit;

(g) rights of a common owner of any interest currently held by Seller and such common owner as tenants in common or through common ownership to the extent that the same does not (i) materially interfere with the use or operation of any of the Assets (as currently used and operated) or the ability of a reasonably prudent operator to drill a well on a Lease, (ii) operate to reduce the Net Revenue Interest of Seller with respect to any Well to an amount less than the Net Revenue Interest set forth in Schedule 2.07 for such Well, (iii) operate to reduce the Net Revenue Interest of Seller with respect to any Lease set forth on Schedule 1.1(DT) to an amount less than the Net Revenue Interest set forth in Schedule 1.1(DT), (iv) operate to reduce the Net Revenue Interest of Seller with respect to any other Lease to an amount less than 80%; (v) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Schedule 2.07 for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Schedule 2.07, in the same or greater proportion as any increase in such Working Interest) or (vi) reduce the Net Acres of Seller with respect to any Lease (or any tract thereof, if applicable) identified on Schedule 2.07 to an amount less than the Net Acres set forth on Schedule 2.07;

(h) easements, servitudes, permits, rights-of-way, surface leases, and other rights in the Assets for the purpose of operations, facilities, roads, alleys, highways, railways, pipelines, transmission lines, transportation lines, distribution lines, power lines, telephone lines, removal of timber, grazing, logging operations, canals, ditches, reservoirs and other like purposes, or for the joint or common use of real estate, rights-of-way, facilities and equipment, which, in each

case, do not (i) materially interfere with the operation or use of any of the Assets (as currently operated and used) or the ability of a reasonably prudent operator to drill a well on a Lease, (ii) operate to reduce the Net Revenue Interest of Seller with respect to any Well to an amount less than the Net Revenue Interest set forth in Schedule 2.07 for such Well, (iii) operate to reduce the Net Revenue Interest of Seller with respect to any Lease set forth on Schedule 1.1(DT) to an amount less than the Net Revenue Interest set forth in Schedule 1.1(DT), (iv) with respect to any other Lease set forth on Exhibit A, operate to reduce the Net Revenue Interest below 80% Net Revenue Interest, (v) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Schedule 2.07 for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Schedule 2.07, in the same or greater proportion as any increase in such Working Interest) or (vi) reduce the Net Acres of Seller with respect to any Lease (or any tract thereof, if applicable) identified on Schedule 2.07 to an amount less than the Net Acres set forth on Schedule 2.07;

(i) vendors, carriers, warehousemen's, repairmen's, mechanics', workmen's, materialmen's, construction or other like liens arising by operation of law in the ordinary course of business or incident to the construction or improvement of any property in respect of obligations which are not yet due or which are being contested in good faith by appropriate proceedings by or on behalf of Seller, in each case (A) as set forth on Schedule 1.1(PE) or (B) otherwise arising from and after the Execution Date;

(j) Encumbrances created under Leases or any joint operating agreements applicable to the Assets or by operation of law in respect of obligations that are not yet due or that are being contested in good faith by appropriate proceedings by or on behalf of Seller, in each case (A) as set forth on Schedule 1.1(PE) or (B) otherwise arising from and after the Execution Date;

(k) any Encumbrance affecting the Assets that is discharged by Seller or expressly waived in writing by Buyer pursuant to the terms of this Agreement at or prior to Closing;

(l) the Assumed Litigation;

(m) defects based solely on assertions that Seller's files lack information (including title opinions);

(n) lessor's royalties, overriding royalties, production payments, net profits interests, reversionary interests, and similar burdens if the net cumulative effect of such burdens (i) does not materially interfere with the operation or use of any of the Assets (as currently operated and used) or the ability of a reasonably prudent operator to drill a well on a Lease, (ii) operate to reduce the Net Revenue Interest of Seller with respect to any Well to an amount less than the Net Revenue Interest set forth in Schedule 2.07 for such Well, (iii) operate to reduce the Net Revenue Interest of Seller with respect to any Lease set forth on Schedule 1.1(DT) to an amount less than the Net Revenue Interest set forth in Schedule 1.1(DT), (iv) with respect to any other Lease set forth on Exhibit A, operate to reduce the Net Revenue Interest below 80% Net Revenue Interest, (v) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Schedule 2.07 for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Schedule 2.07, in the same or greater proportion as any increase in such Working Interest) or (vi) reduce the Net Acres of Seller with respect to any Lease (or any tract thereof, if applicable) identified on Schedule 2.07to an amount less than the Net Acres set forth on Schedule 2.07;

(o) defects or irregularities of title (i) as to which the relevant statute(s) of limitations or prescription would bar any attack or claim against Seller's title; (ii) to the extent arising out of lack of evidence of, or other defects to the extent related to, authorization, execution, delivery, acknowledgment, or approval of any instrument in Seller's chain of title absent reasonable evidence of an actual claim of superior title from a Third Party attributable to such matter; (iii) to the extent consisting of the failure to recite marital status or omissions of heirship proceedings in documents; (iv) resulting from lack of survey, unless a survey is expressly required by applicable Legal Requirements; (v) to the extent arising out of lack of entity authorization unless Buyer provides affirmative evidence that such entity action was not authorized and results in another Person's actual and superior claim of title; (vi) resulting from or related to probate proceedings or the lack thereof that have been outstanding for five (5) years or more; (vii) based on a gap in Seller's chain of title to any Well or Lease (A) so long as such gap does not provide a Third Party with a superior claim or (B) unless Buyer affirmatively shows such gap to exist in such records by an abstract of title, title opinion or landman's title chain; (viii) with respect to a Lease (but not a Well), consisting of the lack of a lease amendment or consent, in each case, authorizing pooling or unitization, or (ix) that have been cured by prescription or limitations;

(p) Imbalances set forth on Schedule 3.09;

(q) calls on Hydrocarbon production under existing Contracts set forth on Schedule 3.10; and

(r) any matters expressly referenced or set forth on Exhibit A or Exhibit B, Schedule 1.1(DT) or Schedule 2.07;

(s) defects or irregularities of title of which Buyer has Knowledge prior to the Execution Date;

(t) mortgages on the lessor's interest under a Lease, whether or not subordinate to such Lease, that have expired on their own terms or the enforcement of which are barred by applicable statute(s) of limitations or prescription; and

(u) all other Encumbrances affecting the Assets if the net cumulative effect of such Encumbrances (i) does not materially interfere with the operation or use of any of the Assets (as currently operated and used) or the ability of a reasonably prudent operator to drill a well on a Lease, (ii) operate to reduce the Net Revenue Interest of Seller with respect to any Well to an amount less than the Net Revenue Interest set forth in Schedule 2.07 for such Well, (iii) operate to reduce the Net Revenue Interest of Seller with respect to any Lease set forth on Schedule 1.1(DT) to an amount less than the Net Revenue Interest set forth in Schedule 1.1(DT), (iv) with respect to any other Lease set forth on Schedule 2.07, operate to reduce the Net Revenue Interest below 80% Net Revenue Interest, (v) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Schedule 2.07 for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Schedule 2.07, in the same or greater proportion as any increase in such Working

Interest) or (vi) reduce the Net Acres of Seller with respect to any Lease (or any tract thereof, if applicable) identified on Schedule 2.07 to an amount less than the Net Acres set forth on Schedule 2.07.

"Person" – any individual, firm, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

"Personal Property" – as set forth in the definition of "Assets".

"Phase I Environmental Site Assessment" – a Phase I environmental property assessment of the Assets that satisfies the basic assessment requirements set forth under the current ASTM International Standard Practice for Environmental Site Assessments (Designation E1527-13) or any other visual site assessment or review of records, reports or documents, including an evaluation of the Assets' compliance with Environmental Laws.

"Plan of Reorganization" – the *Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and Its Debtor Affiliates Other than LINN Acquisition Company, LLC and Berry Petroleum Company, LLC*, as confirmed in the Bankruptcy Cases by the *Order Confirming (i) Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and its Debtor Affiliates other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC and (ii) Amended Join Chapter 11 Plan of Reorganization of Linn Acquisition Company, LLC and Berry Petroleum Company, LLC* [Docket No. 1629].

"Post-Closing Date" – as defined in Section 2.05(d).

"Potential Discharged Claims" – all Claims (as defined in 11 U.S.C. § 101(5)) that (i) were discharged in the Bankruptcy Cases and were treated in accordance with the Plan of Reorganization, or (ii) would have been discharged in the Bankruptcy Cases and treated in accordance with the Plan of Reorganization in the event the holder of such Claim had received proper notice of (a) the pendency of the Bankruptcy Cases, (b) the opportunity to timely file a Claim therein, and (c) the opportunity to timely object to the Plan of Reorganization.

"Pref Right Properties" – as defined in Section 11.02(b).

"Pref Right Purchase Agreement" – as defined in Section 11.02(b).

"Preferential Purchase Right" – any right or agreement that enables any Person to purchase or acquire any Asset or any interest therein or portion thereof as a result of or in connection with the execution or delivery of this Agreement or the consummation of the Contemplated Transactions.

"Preliminary Amount" – the Purchase Price, adjusted as provided in Section 2.05(b), based upon the best information available at the time of the Closing.

"Preliminary Settlement Statement" – as defined in Section 2.03.

"Proceeding" – any proceeding, action, arbitration, audit, hearing, investigation, request for information, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body.

"Property" or "Properties" – as set forth in the definition of "Assets".

"Property Costs" – all operating expenses (including utilities, payroll of field employees dedicated to the Assets, costs of insurance, rentals, and third party overhead costs) and, capital expenditures (including costs of acquiring equipment), respectively, incurred in the ordinary course of business attributable to the use, operation, and ownership of the Assets, but "Property Costs" shall not include and Seller shall be responsible for all costs, expenses and Damages attributable to (a) personal injury or death, property damage, torts, breach of contract, or violation of any Legal Requirement, (b) obligations relating to the abandonment or plugging of Wells, dismantling or decommissioning facilities, closing pits and restoring the surface around such Wells, facilities and pits prior to Closing, (c) Retained Liabilities, curing Title Defects, Environmental Defects or Breaches of this Agreement by Seller and the matters covered by the indemnities in Section 10.02, (d) obligations with respect to Imbalances, (e) obligations to pay Royalties or other interest owners revenues or proceeds relating to the Assets but held in suspense, including Suspense Funds, (f) rentals, options, lease maintenance, broker fees and other property acquisition costs, (g) any of Seller's or its Affiliates internal overhead or any general and administrative expenses (it being understood that such expenses will be covered by the overhead allocation provisions in Section 2.05(b)), (h) the Bankruptcy Cases, and (i) claims for indemnification or reimbursement from any Third Party with respect to costs of the types described in the preceding clauses (a) through (h), whether such claims are made pursuant to contract or otherwise. Notwithstanding anything to the contrary in this Agreement, Property Costs shall not include any Asset Taxes, Income Taxes or Transfer Taxes.

"Purchase Price" – as defined in Section 2.02.

"Qualifying Termination" – as defined in the Severance Plan.

"Records" – as set forth in the definition of "Assets".

"Representative" – with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Required Consent" – any Consent with respect to which (a) there is a provision within the applicable instrument that such Consent may be withheld in the sole and absolute discretion of the holder or words of similar effect, or (b) there is provision within the applicable instrument expressly stating that an assignment in violation thereof (i) is void or voidable, (ii) triggers the payment of specified liquidated damages, or (iii) causes termination of the applicable Assets to be assigned, or words of similar effect. For the avoidance of doubt, "Required Consent" does not include any Consent, which, by its terms, cannot be unreasonably withheld.

"Retained Assets" – any rights, titles, interests, assets, and properties that are originally included in the Assets under the terms of this Agreement, but that are subsequently excluded from the Assets or sale under this Agreement pursuant to the terms of this Agreement at any time before or after the Closing.

"Retained Liabilities" – Damages, liabilities and obligations arising out of or attributable to (a) the disposal or transportation prior to Closing of any Hazardous Materials generated or used by Seller and taken from the Assets to any location that is not an Asset; (b) personal injury (including death) claims attributable to Seller's or its Affiliate's operation of the Assets prior to the Closing; (c) failure to properly and timely pay, in accordance with the terms of any Lease, Contract or applicable Legal Requirement, all Royalties and any other working interest amounts (in each case) with respect to the Assets that are due by Seller or any of its Affiliates and attributable to Seller's ownership of the Assets prior to the Effective Time; (d) the Retained Litigation; (e) any claim made by or on behalf of an employee or contractor of Seller or any Affiliate of Seller arising from or relating to an employment or contracting relationship with Seller or any Affiliate of Seller; (f) any and all Seller Taxes; (g) any Seller Benefit Plan, including all Controlled Group Liabilities; (h) any civil or administrative fines or penalties and criminal sanctions imposed on Seller or its Affiliates in connection with any pre-Closing violation of, or failure to comply with, Legal Requirements, including Environmental Laws; (i) except to the extent the Purchase Price is reduced pursuant to Section 2.05, any Property Costs attributable to Seller's or its Affiliates' ownership or operation of the Assets prior to the Effective Time; (j) the Potential Discharged Claims and any failure of Seller to take any action, or pursue or enforce any right, remedy or cause of action, to cause the discharge of or prevent the enforcement or collection of any Potential Discharged Claim; and (k) except for clause (c) in the definition of Assumed Liabilities, any amounts payable to any Governmental Body in the future to satisfy claims of such Governmental Body that are expressly reserved or preserved under the Stipulation and Agreed Order and attributable to pre-Effective Time periods, including any Cure Amounts.

"Retained Litigation" – the litigation set forth in Schedule 3.05 Part B.

"Royalties" – royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests, options, back-in interests, contractual rights to production, and other burdens upon, measured by or payable out of production, excluding, for the avoidance of doubt, any Taxes.

"Scheduled Closing Date" – as defined in Section 2.03.

"SEC Filings" – as defined in Section 6.06(b).

"Seller" – as defined in the preamble to this Agreement.

"Seller Benefit Plan" – as defined in Section 3.16.

"Seller Closing Documents" – as defined in Section 3.02(a).

"Seller Group" – Seller and its Affiliates, and their respective Representatives.

"Seller Party" – each of LEH and LOI individually.

"Seller Savings Plan" – as defined in Section 12.04.

"Seller Taxes" – (a) all Income Taxes imposed by any applicable laws on any Seller Party, any of its direct or indirect owners or Affiliates, or any combined, unitary, or consolidated group of which any of the foregoing is or was a member, (b) Asset Taxes allocable to Seller pursuant to Section 13.02(c) (taking into account, and without duplication of, such Asset Taxes effectively borne by Seller as a result of (i) the adjustments to the Purchase Price made pursuant to Section 2.03, Section 2.05(c) or Section 2.05(d), as applicable, and (ii) any payments made from one Party to the other in respect of Asset Taxes pursuant to Section 13.02(c)(iii)), (c) any Taxes imposed on or with respect to the ownership or operation of the Excluded Assets or that are attributable to any asset or business of any Seller Party that is not part of the Assets, (d) any and all Taxes (other than the Taxes described in clauses (a), (b) or (c) of this definition) imposed on or with respect to the ownership or operation of the Assets or the production of Hydrocarbons or the receipt of proceeds therefrom for any Tax period (or portion thereof) ending before the Effective Time, and (e) any and all liabilities of any Seller Party in respect of any Taxes (other than Transfer Taxes, Asset Taxes or the Taxes described in clauses (a), (b) or (c) of this definition).

"Severance Plan" – the terms and conditions of that certain Severance Plan of Linn Energy, Inc., effective February 28, 2017, and attached as Exhibit F hereto.

"Specified Receivables" – accounts receivable owed to Seller as operator of any Wells to satisfy previous overpayments by Seller to Third Parties, and the right to recoup the same out of proceeds of production in respect of such Wells that are scheduled on Schedule 1.1(SR).

"Special Financial Statements" – as defined in Section 6.06(b).

"Stipulation and Agreed Order" means the Stipulation and Agreed Order, dated April 27, 2017, executed by Seller (or its applicable predecessor or Affiliate) and the United States Department of the Interior and ordered by the Bankruptcy Court.

"Straddle Period" – any Tax period beginning before and ending after the Effective Time.

"Subject Party" – as defined in the definition of "Breaching Party".

"Suspense Funds" – proceeds of production and associated penalties and interest in respect of any of the Wells that are payable to any Third Party and are being held in suspense by Seller as the operator of such Wells.

"Target Formation" – as set forth in Exhibit I.

"Tax" or "Taxes" – (a) any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, assessments, unclaimed property and escheat obligations and other governmental charges imposed by any Governmental Body, including income, profits, franchise, alternative or add-on minimum, gross receipts, environmental (including taxes under Section 59A of the Code), registration, withholding, employment, social security (or similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, estimated,

unemployment, severance, compensation, utility, stamp, premium, windfall profits, transfer, gains, production and excise taxes, and customs duties, together with any interest, penalties, fines or additions thereto and (b) any successor or transferee liability or any liability that arises by reason of being a member of a consolidated, combined or unitary group, in each case, in respect of any items described in clause (a) above.

"Tax Allocation" – as defined in Section 2.07.

"Tax Returns" – any and all reports, returns, declarations, claims for refund, elections, disclosures, estimates, information reports or returns or statements supplied or required to be supplied to a Governmental Body in connection with Taxes, including any schedule or attachment thereto or amendment thereof.

"Third Party" – any Person other than a Party or an Affiliate of a Party.

"Threatened" – a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made in writing to a Party or any of its officers, directors, or employees that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

"Title Benefit" – as defined in Section 11.08.

"Title Benefit Notice" – as defined in Section 11.08.

"Title Benefit Properties" – as defined in Section 11.08.

"Title Benefit Value" – as defined in Section 11.08.

"Title Defect" – any Encumbrance, defect or other matter that causes Seller not to have Defensible Title in and to the Leases or Wells, without duplication; *provided* that the following shall not be considered Title Defects:

(a) defects arising solely out of the lack of corporate or other entity authorization unless Buyer provides affirmative evidence that such corporate or other entity action was not authorized and results in (or could reasonably be expected to result in) another Person's actual and superior claim of title to the relevant Assets;

(b) defects based on a gap in Seller's chain of title in the county or parish records, unless Buyer affirmatively shows such gap to exist in such records by an abstract of title, title opinion, landman's title chain, run sheet or other document, which documents (if any) shall be included in a Title Defect Notice (for the avoidance of doubt, a non-certified, cursory or limited title chain will satisfy this requirement);

(c) defects arising from any prior oil and gas lease taken more than fifteen (15) years prior to the Effective Time relating to the lands covered by a Lease not being surrendered of record, unless Buyer provides affirmative evidence that a Third Party is conducting operations on, or asserting ownership of, the Assets, sufficient proof of which shall include written communication by a party with record title to such prior lease asserting the validity of the lease;

(d) defects based solely upon the failure to record any federal or state Lease or any assignments of interest in such Lease in any county real property record; provided that failures to record any federal or state Lease or any assignments of interest in such Lease in the applicable public record may be defects if the failure to so record cannot be cured by filing the same after the Effective Date in the applicable public record;

(e) defects arising from any change in applicable Legal Requirement after the Execution Date;

(f) defects that affect only which non-Seller Person has the right to receive royalty payments rather than the amount or the proper payment of such royalty payment; and

(g) defects based solely on the lack of information in Seller's files.

"Title Defect Cure Period" – as defined in Section 11.06(a).

"Title Defect Notice" – as defined in Section 11.04.

"Title Defect Property" – as defined in Section 11.04.

"Title Defect Value" – as defined in Section 11.04.

"Transfer Tax" – all transfer, documentary, sales, use, stamp, registration and similar Taxes (but excluding (a) all related documentary, filing and recording fees and expenses and (b) Income Taxes) arising out of, or in connection with, the transfer of the Assets pursuant to this Agreement.

"Transition Services Agreement" – the agreement between the Seller and Buyer regarding the operations of the Assets following the Closing, in substantially the same form as set forth in Exhibit J.

"Units" – as set forth in the definition of "Assets".

"Wells" – as set forth in the definition of "Assets".

"Willful Breach" – with respect to a Party, (a) such Party's willful or deliberate act or a willful or deliberate failure to act by such Party, which act or failure to act (i) constitutes in and of itself a material Breach of any covenant set forth in this Agreement and (ii) which was undertaken with the actual knowledge of such Party that such act or failure to act would be, or would reasonably be expected to cause, a material Breach of this Agreement or (b) the failure by such Party to consummate the transactions contemplated by this Agreement after all conditions to such Party's obligations in Article 7 or Article 8, as applicable, have been satisfied or waived in accordance with the terms of this Agreement (other than those conditions which by their terms can only be satisfied simultaneously with the Closing but which would be capable of being satisfied at Closing if Closing were to occur).

"Working Interest" – with respect to any Well, the interest in and to such Well that is burdened with the obligation to bear and pay costs and expenses of maintenance, development and operations on or in connection with such Well (limited to the currently producing formation as described in the definition of "Defensible Title" and subject to any reservations, limitations or depth restrictions described in Exhibit B), but without regard to the effect of any Royalties or other burdens.

ARTICLE 2
SALE AND TRANSFER OF ASSETS; CLOSING

2.01 **Assets.** Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell and transfer (or shall cause to be sold and transferred) the Assets to Buyer, and Buyer shall purchase, pay for, and accept the Assets from Seller.

2.02 **Purchase Price; Deposit.** Subject to any adjustments that may be made under Section 2.05, the purchase price for the Assets will be $581,500,000 (the "Purchase Price"). Within one (1) Business Day after the Execution Date, Buyer will deposit by wire transfer in same day funds into an escrow account (the "Escrow Account") established pursuant to the terms of a mutually agreeable Escrow Agreement (the "Escrow Agreement") an amount equal to the Deposit Amount. The Deposit Amount shall be held by the Escrow Agent, and if the Closing timely occurs, on or before the Closing Date, the Parties shall execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Seller at Closing, which Deposit Amount shall be applied as a credit toward the Preliminary Amount as provided in Section 2.04(b). If this Agreement is terminated prior to the Closing in accordance with Section 9.01, then the provisions of Section 9.02 shall apply and the distribution of the Deposit Amount shall be governed in accordance therewith.

2.03 **Closing; Preliminary Settlement Statement.** The Closing shall take place at the offices of Kirkland and Ellis LLP at 600 Travis Street, Suite 3300, Houston, Texas 77002 on May 31, 2017 (the "Scheduled Closing Date"), or if all conditions to Closing under Article 7 and Article 8 have not yet been satisfied or waived, within ten (10) Business Days after such conditions have been satisfied or waived, subject to such conditions being satisfied or waived at the Closing and subject to the provisions of Article 9. The date on which Closing occurs shall be the "Closing Date." Subject to the provisions of Articles 7, 8, and 9, failure to consummate the purchase and sale provided for in this Agreement on the date and time and at the place determined pursuant to this Section 2.03 shall not result in the termination of this Agreement and shall not relieve either Party of any obligation under this Agreement. Not later than five (5) Business Days prior to the Closing Date, Seller will deliver to Buyer a statement setting forth in reasonable detail Seller's reasonable good faith determination of the Preliminary Amount based upon the best information available at that time (the "Preliminary Settlement Statement"). Within two (2) Business Days after its receipt of the Preliminary Settlement Statement, Buyer may submit to Seller in writing any objections or proposed changes thereto and Seller shall consider all such objections and proposed changes in good faith. The estimate agreed to by Seller and Buyer, or, absent such agreement, delivered in the Preliminary Settlement Statement by Seller in accordance with this Section 2.03, will be the Preliminary Amount to be paid by Buyer to Seller at the Closing.

2.04 **Closing Obligations.** At the Closing:

(a) Each Seller Party shall deliver (and execute, as appropriate), or cause to be delivered (and executed, as appropriate), to Buyer:

(i) the Instruments of Conveyance in the appropriate number for recording in the real property records where the Assets are located, together with any assignments, on appropriate forms, of state and of federal Leases comprising portions of the Assets, if any, in sufficient counterparts necessary to facilitate filing with the applicable Governmental Bodies;

(ii) possession of the Assets (except the Suspense Funds, which shall be conveyed to Buyer by way of one or more adjustments to the Purchase Price as provided in Section 2.05(c)(ii)(E));

(iii) a certificate, in substantially the form set forth in Exhibit H executed by an officer of such Seller Party, certifying on behalf of such Seller Party that the conditions to Closing set forth in Sections 7.01 and 7.02 have been fulfilled;

(iv) a Treasury Regulation Section 1.1445-2(b)(2) statement, certifying that such Seller Party is not a "foreign person" within the meaning of the Code;

(v) an executed counterpart of the Preliminary Settlement Statement;

(vi) for each Well operated by such Seller Party or its Affiliate on the Closing Date, such regulatory documentation on forms prepared by Buyer (with assistance from Seller) as is necessary to designate Buyer as operator of such Wells;

(vii) a recordable release in a form reasonably acceptable to Buyer of any trust, mortgages, financing statements, fixture filings and security agreements, in each case, securing indebtedness for borrowed money made by such Seller Party or its Affiliates affecting the Assets;

(viii) an executed counterpart of the Emission Credits Transfer Letter;

(ix) if requested by Buyer, an executed counterpart of the Transition Services Agreement; and

(x) such documents as Buyer or counsel for Buyer may reasonably request, including letters-in-lieu of transfer order to third party operators and purchasers of production from the Wells (which shall be prepared and provided by Buyer (with assistance from Seller) and reasonably satisfactory to Seller).

(b) Buyer shall deliver (and execute, as appropriate) to Seller:

(i) the Preliminary Amount (less (x) the Deposit Amount and (y) the Cure Amount Escrow Amount) by wire transfer to the accounts specified by Seller in written notices given by Seller to Buyer at least two (2) Business Days prior to the Closing Date;

(ii) the Instruments of Conveyance in the appropriate number for recording in the real property records where the Assets are located, together with any assignments, on appropriate forms, of state and of federal Leases comprising portions of the Assets, if any, in sufficient counterparts necessary to facilitate filing with the applicable Governmental Bodies;

(iii) a certificate, in substantially the form set forth in Exhibit H executed by an officer of Buyer, certifying on behalf of Buyer that the conditions to Closing set forth in Sections 8.01 and 8.02 have been fulfilled;

(iv) an executed counterpart of the Preliminary Settlement Statement;

(v) for each Well operated by any Seller Party or its Affiliate on the Closing Date, such regulatory documentation as is necessary to designate Buyer as operator of such Wells and the other Assets;

(vi) evidence of replacement bonds, guarantees, and other sureties pursuant to Section 6.03(a) and evidence of such other authorizations and qualifications as may be necessary for Buyer to own and operate the Assets;

(vii) an executed counterpart of the Emission Credits Transfer Letter;

(viii) if requested by Buyer, an executed counterpart of the Transition Services Agreement; and

(ix) such other documents as Seller or counsel for Seller may reasonably request, including letters-in-lieu of transfer order to purchasers of production from the Wells (which shall be prepared and provided by Buyer and reasonably satisfactory to Seller)

(c) Buyer shall deposit by wire transfer in same day funds into the Escrow Account an amount equal to the Cure Amount Escrow Amount. The Cure Amount Escrow Amount shall be held by the Escrow Agent until (x) the final determination of the Cure Amounts in accordance with the Stipulation and Agreed Order ("Cure Amount Determination") and (y) the payment by Seller (or its applicable predecessor or Affiliate) of the Cure Amounts to the United States Department of the Interior (the "Cure Amount Satisfaction"). Upon the Cure Amount Satisfaction, the Parties shall execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Cure Amount Escrow Amount to Seller. Should Seller (or its applicable predecessor or Affiliate) fail to complete the Cure Amount Satisfaction within fifteen (15) Business Days following the Cure Amount Determination, Seller hereby grants Buyer an irrevocable power-of-attorney, coupled with an interest, to direct the Escrow Agent to (i) pay to the United States Department of the Interior from the Escrow Account the greater of (A) the finally determined Cure Amounts and (B) the Cure Amount Escrow Amount and (ii) release the excess (if any) of the Cure Amount Escrow Amount *less* the finally determined Cure Amounts to Seller.

2.05 **Allocations and Adjustments.** If the Closing occurs:

(a) Buyer shall be entitled to all production and products from or attributable to the Assets from and after the Effective Time and the proceeds thereof, and to all other income, proceeds, receipts, and credits earned with respect to the Assets on or after the Effective Time, and shall be responsible for (and entitled to any refunds with respect to) all Property Costs attributable to the Assets and incurred from and after the Effective Time. Seller shall be entitled to all production and products from or attributable to the Assets prior to the Effective Time and the proceeds thereof, and shall be responsible for (and entitled to any refunds with respect to) all Property Costs attributable to the Assets and incurred prior to the Effective Time. "Earned" and "incurred," as used in this Agreement, shall be interpreted in accordance with generally accepted accounting principles and Council of Petroleum Accountants Society (COPAS) standards.

(b) Without limiting the allocation of costs and receipts set forth in Section 2.05(a), for each Well operated by Seller or its Affiliate, (i) Seller or its Affiliate shall retain overhead charges and rates received in its capacity as "Operator" under any operating agreement or COPAS accounting procedure attributable to such Well, and (ii) Seller or its Affiliate shall be entitled to deduct and retain as overhead charges for any other Well operated by Seller an amount per month equal to the product of (x) $600 and (y) Seller's Working Interest in such Well. The charges and deductions under this Section 2.05(b) shall accrue from the Effective Time through the month in which transfer of operations occurs; *provided however*, that the overhead charges for the month in which transfer of operations occurs shall be prorated based upon the number of days in such month that Seller or its Affiliate operated such Wells (and prorated for the number of days that the Well was in drilling or completion, or was in production, as applicable). For purposes of allocating revenues, production, proceeds, income, accounts receivable, and products under this Section 2.05, (A) liquid Hydrocarbons produced into storage facilities will be deemed to be "from or attributable to" the Wells when they pass through the pipeline connecting into the storage facilities into which they are run, and (B) gaseous Hydrocarbons and liquid Hydrocarbons produced into pipelines will be deemed to be "from or attributable to" the Wells when they pass through the receipt point sales meters on the pipelines through which they are transported. In order to accomplish the foregoing allocation of production, the Parties shall rely upon the gauging, metering, and strapping procedures which were conducted by Seller on or about the Effective Time and, unless demonstrated to be inaccurate, shall utilize reasonable interpolating procedures to arrive at an allocation of production when exact gauging, metering, and strapping data is not available on hand as of the Effective Time. Seller shall provide to Buyer evidence of all meter readings and all gauging and strapping procedures conducted on or about the Effective Time in connection with the Assets, together with all data necessary to support any estimated allocation, for purposes of establishing the adjustment to the Purchase Price pursuant to Section 2.05(c).

(c) The Purchase Price shall be, without duplication,

(i) increased by the following amounts:

(A) the aggregate amount of (i) proceeds received by Buyer from the sale of Hydrocarbons produced from and attributable to the Assets during any period prior to the Effective Time to which Seller is entitled under Section 2.05(a) (net of any (x) Royalties and (y) third party gathering, processing, transportation and other similar midstream costs) and (ii) other proceeds received by Buyer with respect to the Assets for which Seller would otherwise be entitled under Section 2.05(a);

(B) except for Asset Taxes attributable to the period between January 1, 2017 and the Effective Time that are taken into account under Section 2.05(c)(i)(I) and Section 2.05(c)(ii)(H), the amount of all Asset Taxes allocable to Buyer pursuant to Section 13.02(c) but paid or otherwise economically borne by Seller (excluding, for the avoidance of doubt, any Asset Taxes that were withheld or deducted from the gross amount paid or payable to Seller in connection with a transaction to which Section 2.05(c)(ii)(A) applies, and therefore were taken into account in determining the "proceeds received" by Seller for purposes of applying Section 2.05(c)(ii)(A) with respect to such transaction);

(C) the aggregate amount of all non-reimbursed Property Costs that have been paid by Seller that are attributable to the ownership and operation of the Assets after the Effective Time (including the amount of any prepayments of Property Costs made by Seller (or its immediate predecessor in title) that are applied against operations conducted between the Effective Time and Closing, but excluding all other prepayments);

(D) the amount of any prepayments of Property Costs made by Seller (or its immediate predecessor in title) to Buyer or its Affiliates for operations not completed prior to Closing and that are not reimbursed to Seller on or prior to the Closing;

(E) the amount of any other upward adjustment specifically provided for in this Agreement or mutually agreed upon by the Parties;

(F) to the extent that proceeds for such volumes have not been received by Seller, an amount equal to the value of all Hydrocarbons attributable to the Assets in storage or existing in stock tanks, pipelines or plants (including inventory) above the load line as of the Effective Time;

(G) the lesser of (x) the amount of all Specified Receivables and (y) $50,000;

(H) if applicable, the amount, if any, of Imbalances in favor of Seller, *multiplied by* $2.29 per Mcf, or, to the extent that the applicable Contracts provide for cash balancing, the actual cash balance amount determined to be due to Seller as of the Effective Time; and

(I) if applicable, the positive amount by which (1) $13,500,000 exceeds (2) the net income, proceeds, receipts, and credits earned by Seller with respect to the Assets for the period from January 1, 2017 until the Effective Time, *minus* all Property Costs and Asset Taxes attributable to the Assets during the period from January 1, 2017 until the Effective Time.

(ii) decreased by the following amounts:

(A) the aggregate amount of (i) proceeds received by Seller from the sale of Hydrocarbons produced from and attributable to the Assets from and after the Effective Time to which Buyer is entitled under Section 2.05(a) (net of any (x) Royalties and (y) third party gathering, processing, transportation and other similar midstream costs) and (ii) other proceeds received by Seller with respect to the Assets for which Buyer would otherwise be entitled under Section 2.05(a);

(B) the amount of all Asset Taxes allocable to Seller pursuant to Section 13.02(c) but paid or otherwise economically borne by Buyer (excluding, for the avoidance of doubt, any Asset Taxes that were withheld or deducted from the gross amount paid or payable to Buyer in connection with a transaction to which Section 2.05(c)(i)(A) applies, and therefore were taken into account in determining the "proceeds received" by Buyer for purposes of applying Section 2.05(c)(i)(A) with respect to such transaction);

(C) the aggregate amount of all downward adjustments pursuant to Article 11;

(D) the aggregate amount of all non-reimbursed Property Costs that are attributable to the ownership or operation of the Assets prior to the Effective Time (excluding prepayments with respect to any period after the Effective Time) and paid by Buyer;

(E) the amount of the Suspense Funds;

(F) the amount of any other downward adjustment specifically provided for in this Agreement or mutually agreed upon by the Parties;

(G) if applicable, the amount, if any, of Imbalances owing by Seller, *multiplied by* $2.29 per Mcf, or, to the extent that the applicable Contracts provide for cash balancing, the actual cash balance amount determined to be owed by Seller as of the Effective Time; and

(H) if applicable, the positive amount by which (1) the net income, proceeds, receipts, and credits earned by Seller with respect to the Assets for the period from January 1, 2017 until the Effective Time, *minus* all Property Costs and Asset Taxes attributable to the Assets during the period from January 1, 2017 until the Effective Time, exceeds (2) $13,500,000.

(d) No earlier than sixty (60) days following the Closing Date and no later than ninety (90) days following the Closing Date, Seller shall prepare and submit to Buyer a statement (the "Final Settlement Statement") setting forth each adjustment or payment which was not finally determined as of the Closing Date and showing the values used to determine such adjustments to reflect the final adjusted Purchase Price based on actual credits, charges, receipts and other items before and after the Effective Time. Buyer shall, at Seller's request, supply all available documentation in Buyer's or its Affiliates' possession in reasonable detail to permit Seller to determine any Purchase Price adjustment under Section 2.05(c) for Properties operated by Buyer or its Affiliates. Seller shall, at Buyer's request, supply available documentation in reasonable detail to support any credit, charge, receipt or other item, including all documentation used by Seller in the preparation of such statement. On or before thirty (30) days after receipt of the Final Settlement Statement, Buyer shall deliver to Seller a written report containing any changes that Buyer proposes be made to the Final Settlement Statement and an explanation of any such changes and the reasons therefor together with any supporting information (the "Dispute Notice"). During such thirty (30)-day period, Buyer shall be given reasonable access to Seller's and its Affiliates' books and records relating to the matters required to be accounted for in the Final Settlement Statement to allow Buyer to conduct an audit and review of such items. Any changes not included in the Dispute Notice shall be deemed waived. If Buyer fails to timely deliver a Dispute Notice to Seller containing changes Buyer proposes to be made to the Final Settlement Statement, the Final Settlement Statement as delivered by Seller will be deemed to be mutually agreed upon by the Parties and will, without limiting Section 13.02(c)(iii) or Buyer's right to indemnity under Section 10.02(c) for Seller Taxes, be final and binding on the Parties. Upon delivery of the Dispute Notice, the Parties shall undertake to agree with respect to any disputed amounts identified therein by the date that is one hundred twenty (120) days after the Closing Date (the "Post-Closing Date"). Except for Title Defect and Environmental Defect adjustments pursuant to Section 2.05(c)(ii)(C), which shall be subject to the arbitration provisions of Section 11.15, if the Parties are still unable to agree regarding any item set forth in the Dispute Notice as of the Post-Closing Date, then the Parties shall submit to a nationally-recognized independent accounting firm mutually agreed upon by the Parties (the "Accounting Expert") a written notice of such dispute along with reasonable supporting detail for the position of Buyer and Seller, respectively, and the Accounting Expert shall finally determine such disputed item in accordance with the terms of this Agreement. The Accounting Expert shall act as an expert and not an arbitrator. In determining the proper amount of any adjustment to the Purchase Price related to the disputed item, the Accounting Expert shall not increase the Purchase Price more than the increase proposed by Seller nor decrease the Purchase Price more than the decrease proposed by Buyer, as applicable. The decision of such Accounting Expert shall, without limiting Section 13.02(c)(iii) or Buyer's right to indemnity under Section 10.02(c) for Seller Taxes, be binding on the Parties, and the fees and expenses of such Accounting Expert shall be borne one-half (1/2) by Seller and one-half (1/2) by Buyer. The date upon which all adjustments and amounts in the Final Settlement Statement are agreed to (or deemed agreed to) or fully and finally determined by the Accounting Expert as set forth in this Section 2.05(d) shall be called the "Final Settlement Date," and the final adjusted Purchase Price shall be called the "Final Amount." If (a) the Final Amount

is more than the Preliminary Amount, Buyer shall pay to Seller an amount equal to the Final Amount, *minus* the Preliminary Amount; or (b) the Final Amount is less than the Preliminary Amount, Seller shall pay to Buyer an amount equal to the Preliminary Amount, *minus* the Final Amount. Such payment shall be made within five (5) Business Days after the Final Settlement Date by wire transfer of immediately available funds to the accounts specified pursuant to wire instructions delivered in advance by Seller or Buyer, as applicable.

2.06 **Assumption.** If the Closing occurs, from and after the Closing Date, Buyer shall assume, fulfill, perform, pay, and discharge the following liabilities (except to the extent any such liabilities were Potential Discharged Claims) arising from, based upon, related to, or associated with the Assets and only to the extent not constituting Retained Liabilities (collectively, the "Assumed Liabilities") subject to Seller's indemnity obligations under Section 10.02 (further subject to the limitations and restrictions in Article 10): any and all Damages and obligations, known or unknown, allocable to the Assets prior to, at, or after the Effective Time, including any and all Damages and obligations: (a) attributable to or resulting from the use, maintenance, ownership, or operation of the Assets, regardless whether arising before, at or after the Effective Time, except for Property Costs which shall have been accounted for as provided under Section 2.05; (b) imposed by any Legal Requirement or Governmental Body relating to the Assets, (c) for plugging, abandonment, decommissioning, and surface restoration of the Assets, including oil, gas, injection, water, or other wells and all surface facilities; (d) subject to Buyer's rights and remedies set forth in Article 11 and the special warranty of Defensible Title set forth in the Instruments of Conveyance, attributable to or resulting from lack of Defensible Title to the Assets; (e) attributable to the Suspense Funds, to the extent actually received by Buyer (or for which a reduction to the Purchase Price was made); (f) attributable to the Imbalances; (g) subject to Buyer's rights and remedies set forth in Article 11, attributable to or resulting from all Environmental Liabilities relating to the Assets; (h) related to the conveyance of the Assets to Buyer at Closing (including arising from the conveyance thereof without consent or in violation of a preferential purchase right or any maintenance of uniform interest provision); (i) attributable to or resulting from Asset Taxes to the extent attributable to periods (or portions thereof) from and after January 1, 2017, pursuant to Section 13.02(c) (taking into account, and without duplication of, such Asset Taxes effectively borne by Buyer as a result of (A) the adjustments to the Purchase Price made pursuant to Section 2.03, Section 2.05(c) or Section 2.05(d), as applicable, and (B) any payments made from one Party to the other in respect of Asset Taxes pursuant to Section 13.02(c)(iii)); (j) [*reserved*]; (k) attributable to the Leases and the Applicable Contracts; and (l) attributable to the Assumed Litigation; *provided* that, notwithstanding the foregoing, the Assumed Liabilities shall not include any liabilities and obligations for which Buyer is entitled to indemnification under Section 10.02. Buyer acknowledges that: (i) the Assets have been used in connection with the exploration for, and the development, production, treatment, and transportation of, Hydrocarbons; (ii) spills of wastes, Hydrocarbons, produced water, Hazardous Materials, and other materials and substances may have occurred in the past or in connection with the Assets; (iii) there is a possibility that there are currently unknown, abandoned wells, plugged wells, pipelines, and other equipment on or underneath the property underlying the Assets; (iv) it is the intent of the Parties that, subject to the terms and conditions of this Agreement, all liability associated with the matters described in clauses (i) through (iii) above as well as any responsibility and liability to decommission, plug, or replug such wells (including the Wells) in accordance with all Legal Requirements and

requirements of Governmental Bodies be passed to Buyer effective as of the Effective Time and that Buyer shall assume all responsibility and liability for such matters and all claims and demands related thereto; (v) the Assets may contain asbestos, Hazardous Materials, or NORM; (vi) NORM may affix or attach itself to the inside of wells, materials, and equipment as scale or in other forms; (vii) wells, materials, and equipment located on the Assets may contain NORM; and (viii) special procedures may be required for remediating, removing, transporting, and disposing of asbestos, NORM, Hazardous Materials, and other materials from the Assets; *provided* that, notwithstanding the foregoing, the Assumed Liabilities shall not include any liabilities and obligations for which Buyer is entitled to indemnification under Section 10.02. From and after the Closing, but effective as of the Effective Time, subject to Seller's indemnity obligations under Section 10.02 (subject to the limitations and restrictions in Article 10), Buyer shall assume, with respect to the Assets, all responsibility for any assessment, remediation, removal, transportation, and disposal of these materials and associated activities in accordance with all Legal Requirements.

2.07 **Allocation of Purchase Price.** The Purchase Price shall be allocated among the Assets as set forth in Schedule 2.07 hereto. Seller and Buyer agree to be bound by the Allocated Values set forth in Schedule 2.07 for purposes of Article 11 hereof. Seller and Buyer shall use commercially reasonable efforts to agree, for the purpose of making the requisite filings under Section 1060 of the Code, and the regulations thereunder, to an allocation of the Purchase Price and any items properly treated as consideration for U.S. federal income Tax purposes among the Assets and, to the extent allowed under applicable federal income Tax law, in a manner consistent with the Allocated Values, as set forth on Schedule 2.07 (the "Tax Allocation"). If Seller and Buyer are unable to agree upon the Tax Allocation, then the Tax Allocation shall be determined by the Accounting Expert (the fees and expenses of whom shall be borne one-half (1/2) by Seller and one-half (1/2) by Buyer)). Once the Tax Allocation is agreed by Seller and Buyer or determined by the Accounting Expert, as applicable, Seller and Buyer agree to report, and to cause their respective Affiliates to report the information required by Section 1060(b) of the Code and to jointly prepare Form 8594 (Asset Acquisition Statement under Section 1060 of the Code) as promptly as possible following the Closing Date and in a manner consistent with the Tax Allocation as revised to take into account subsequent adjustments to the Purchase Price, including any adjustments pursuant to the Agreement to determine the Final Amount, and shall not take any position inconsistent therewith upon examination of any Tax Return, in any refund claim, in any litigation, investigation or otherwise, unless required to do so by any Legal Requirement after notice to the other Party, or with such other Party's prior consent; *provided*, *however*, that neither Party shall be unreasonably impeded in its ability and discretion to negotiate, compromise and/or settle any Tax audit, claim or similar proceedings in connection with such allocation.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLER

Each Seller Party represents and warrants to Buyer as of the Execution Date and the Closing Date, the following:

3.01 **Organization and Good Standing.** Such Seller Party is a Delaware limited liability company, and is duly organized, validly existing, and in good standing under the laws of

the State of Delaware and, where required, is duly qualified to do business and is in good standing in each jurisdiction in which the Assets are located, with full limited liability company power and authority to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use. Such Seller Party is not a "foreign person" for purposes of Section 1445 of the Code.

3.02 **Authority; No Conflict.**

(a) The execution, delivery, and performance of this Agreement and the Contemplated Transactions have been duly and validly authorized by all necessary limited liability company action on the part of such Seller Party. This Agreement has been duly executed and delivered by such Seller Party and at the Closing, all instruments executed and delivered by such Seller Party at or in connection with the Closing shall have been duly executed and delivered by such Seller Party. This Agreement constitutes the legal, valid, and binding obligation of such Seller Party, enforceable against such Seller Party in accordance with its terms, except as such enforceability may be limited by a bankruptcy proceeding commenced after the date hereof or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law). Upon execution and delivery by such Seller Party of the Instruments of Conveyance at the Closing, such Instruments of Conveyance shall constitute legal, valid and binding transfers and conveyances of the Assets. Upon the execution and delivery by such Seller Party of any other documents at the Closing (collectively with the Instruments of Conveyance, such Seller Party's "Seller Closing Documents"), such Seller Closing Documents shall constitute the legal, valid, and binding obligations of such Seller Party, enforceable against such Seller Party in accordance with their terms, except as such enforceability may be limited by a bankruptcy proceeding commenced after the Closing or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law).

(b) Except as set forth in Schedule 3.02(b), and assuming the receipt of all Consents and the waiver of all Preferential Purchase Rights (in each case) applicable to the Contemplated Transactions set forth in Schedule 3.11, and assuming compliance with the HSR Act, neither the execution and delivery of this Agreement by such Seller Party nor the consummation or performance of any of the Contemplated Transactions by such Seller Party shall, directly or indirectly (with or without notice or lapse of time):

(i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of such Seller Party, or (B) any resolution adopted by the board of directors, managers or officers of such Seller Party;

(ii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any Contract or agreement or any Legal Requirement or Order to which such Seller Party, or any of the Assets, may be subject;

(iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that relates to the Assets; or

(iv) (A) result in a default, in any material respect, or the imposition, creation or continuance of any Encumbrance upon or with respect to any of the Assets or (B) give rise to any right of termination, cancellation or acceleration under, or require any consent under, any note, bond, mortgage, or indenture, to which such Seller Party is a party or by which the Assets are bound, in each case except for Permitted Encumbrances.

3.03 **Bankruptcy.** Except for claims or matters related to the Bankruptcy Cases commenced on May 11, 2016 where the Plan of Reorganization became effective on February 28, 2017, for which the United States Bankruptcy Court for the Southern District of Texas retains limited jurisdiction, there are no bankruptcy, reorganization, receivership, or arrangement proceedings pending or being contemplated by such Seller Party or, to such Seller Party's Knowledge, Threatened, against such Seller Party.

3.04 **Taxes.** All material Tax Returns required to be filed by such Seller Party with respect to Asset Taxes have been timely filed and all such Tax Returns are correct and complete in all material respects. All material Asset Taxes required to be paid with respect to the Assets that are or have become due have been timely paid in full, and such Seller Party is not delinquent in the payment of any such Asset Taxes. There is not currently in effect any extension or waiver of any statute of limitations of any jurisdiction regarding the assessment or collection of any material Asset Taxes. There are no liens on any of the Assets attributable to Taxes other than Permitted Encumbrances. There are no administrative or judicial proceedings by any taxing authority pending against Seller relating to or in connection with any material Asset Taxes. All Tax withholding and deposit requirements imposed by applicable Legal Requirements with respect to any of the Assets have been satisfied in all material respects. No Asset is subject to any tax partnership agreement or is otherwise treated, or required to be treated, as held in an arrangement requiring a partnership income tax return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code or any similar state statute. Such Seller Party paid Wyoming sales and use tax on the original purchase of the Assets to the extent required under applicable Legal Requirements.

3.05 **Legal Proceedings.** Other than the Assumed Litigation and Retained Litigation, such Seller Party has not been served with any Proceeding, and, to such Seller Party's Knowledge, there is no pending or Threatened Proceeding against such Seller Party or any of its Affiliates, in each case, that (a) relates to such Seller Party's ownership or operation of any of the Assets, or (b) challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To such Seller Party's Knowledge, there are no pending or Threatened Proceedings relating to the ownership or operation of the Assets to which neither such Seller Party nor any of its Affiliates is party other than the Assumed Litigation and Retained Litigation.

3.06 **Brokers.** Neither such Seller Party nor its Affiliates have incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the Contemplated Transactions other than obligations that are and will remain the sole responsibility of such Seller Party and its Affiliates.

3.07 **Compliance with Legal Requirements.** Except as set forth in Schedule 3.07, there is no uncured material violation by such Seller Party of any Legal Requirements (other than Environmental Laws) with respect to such Seller Party's ownership or operation of the Assets. To such Seller Party's Knowledge, all Assets operated by Third Parties have been operated in all material respects in compliance with all applicable Legal Requirements (other than Environmental Laws). Neither such Seller Party nor any of its Affiliates have received any written notice from any Governmental Body or Third Party of any material violation of or material default by any Seller Party with respect to any Legal Requirement that remains unresolved.

3.08 **Prepayments.** Except for any Imbalances, such Seller Party has not received payment under any Contract for the sale of Hydrocarbons produced from the Assets which requires delivery in the future to any party of Hydrocarbons previously paid for and not yet delivered.

3.09 **Imbalances.** Except as set forth in Schedule 3.09, there are no Imbalances with respect to such Seller Party's obligations relating to the Wells as of the Effective Time.

3.10 **Material Contracts.** Schedule 3.10 sets forth all Applicable Contracts with respect to such Seller Party of the type described below as of the Execution Date (collectively, the "Material Contracts"); *provided* that with respect to Applicable Contracts related solely to Assets that are not operated by any Seller Party, the entirety of this Section 3.10 is made to Seller Party's Knowledge:

(a) any Applicable Contract that is a Hydrocarbon purchase and sale, transportation, gathering, treating, processing, compression, marketing or similar Applicable Contract that is not terminable by Seller without penalty on sixty (60) days' or less notice, including any Contract that includes an acreage dedication or minimum volume commitment;

(b) any Applicable Contract that can reasonably be expected to result in aggregate payments or receipts of revenue by such Seller Party of more than One Hundred Thousand Dollars ($100,000) during the current or any subsequent fiscal year or more than One Million Dollars ($1,000,000) in the aggregate over the term of such Applicable Contract (based on the terms thereof and contracted (or if none, current) quantities where applicable);

(c) any Applicable Contract that is an indenture, mortgage, deed of trust, loan, credit agreement, sale-leaseback, guaranty of any obligation, bond, letter of credit, security interest, hedging, or similar financial Contract;

(d) any Applicable Contract that constitutes a partnership agreement, joint venture agreement, area of mutual interest agreement, non-compete agreement, joint exploration agreement, joint development agreement, joint operating agreement, drilling contract,

farmin or farmout agreement, carry agreement, net profits interest agreement, participation agreement, production sharing agreement, unit agreement, purchase and sale agreement, exchange agreement or similar Contract where any material obligation has not been completed prior to the Effective Time (in each case, excluding any tax partnership);

(e) any Applicable Contract that provides for a call upon, option to purchase or similar right under any agreements with respect to the Hydrocarbons from the Assets;

(f) any Applicable Contract that provides for an irrevocable power of attorney that will be in effect after the Closing Date;

(g) any Applicable Contract that provides for, as its primary purpose, an indemnity; and

(h) any Applicable Contract for the sale, lease, or farmout, exchange, of Seller's interest in the Assets.

Except as set forth in Schedule 3.10, each Material Contract set forth (or required to be set forth) in Schedule 3.10 is a legal, valid and binding obligation against such Seller Party and, to the Knowledge of such Seller Party, each other party thereto, is enforceable in accordance with its terms against such Seller Party and, to the Knowledge of such Seller Party, each other party thereto, and is in full force and effect, subject to any bankruptcy proceeding commenced after the date hereof or other Legal Requirements now or hereafter in effect. Neither such Seller Party, nor to the Knowledge of such Seller Party, any other party is in material breach of or in default under any Material Contract, and no event, occurrence, condition or act has occurred that, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a material breach, default or event of default by such Seller Party or, to the Knowledge of such Seller Party, any other party thereto, in each case except as set forth in Schedule 3.10. Except as set forth in Schedule 3.10, such Seller Party has not received any notice from a Third Party alleging a violation or breach of any Material Contract by such Seller Party or its Affiliates. Except as set forth in Schedule 3.10, there are no Contracts with Affiliates of such Seller Party, Hedge Contracts or Debt Contracts that will be binding on the Assets after Closing. Prior to the Execution Date, Seller has delivered to Buyer true and complete copies of each Material Contract and any and all substantive amendments thereto.

3.11 **Consents and Preferential Purchase Rights.** Except as set forth in Schedule 3.11, none of the Assets (and no portion of the Assets) is subject to any unwaived Preferential Purchase Rights or Consents required to be obtained by such Seller Party which may be applicable to the Contemplated Transactions, except for (a) Consents and approvals of Governmental Bodies that are customarily obtained after Closing, and (b) Contracts that are terminable by the counterparty upon not greater than thirty (30) days' notice.

3.12 **Permits.** To such Seller Party's Knowledge, except as set forth in Schedule 3.12, (a) with respect to Assets currently operated by such Seller Party or any of its Affiliates, such Seller Party or its Affiliate (as applicable) has acquired all Permits from appropriate Governmental Bodies to conduct operations on such Assets in material compliance with all applicable Legal Requirements; (b) all such Permits are in full force and effect and no Proceeding is pending or, to such Seller Party's Knowledge, Threatened, to suspend, revoke or terminate any such Permit or declare any such Permit invalid; and (c) such Seller Party is in compliance in all material respects with all such Permits.

3.13 **Current Commitments.** Schedule 3.13 sets forth, as of the Execution Date, all approved authorizations for expenditures and other approved capital commitments, individually equal to or greater than One Hundred Thousand Dollars ($100,000) (net to such Seller Party's interest) (the "AFEs") relating to the Assets and which are binding on the owner of the Assets following the Effective Time to drill or rework any Wells or for other capital expenditure for which all of the activities anticipated in such AFEs have not been completed by the Effective Time.

3.14 **Environmental Laws.** Except as disclosed on Schedule 3.14, (a) there are no actions, suits or proceedings pending, or to such Seller Party's Knowledge, Threatened in writing, before any Governmental Body with respect to the Assets alleging material violations of, or material liabilities under, Environmental Laws, or claiming remediation obligations, and (b) such Seller Party has received no notice from any Governmental Body or other Person of any alleged or actual material violation or non-compliance with, or material liability under, any Environmental Law or of material non-compliance with the terms or conditions of any environmental permits, arising from, based upon, associated with or related to the Assets or the ownership or operation of any thereof.

3.15 **Wells and Personal Property.** To such Seller Party's Knowledge, Exhibit B sets forth a list of all wellbores located on the Leases. Except as disclosed on Schedule 3.15 (a) all Wells drilled and completed by such Seller Party as operator have been drilled and completed within the limits permitted by all applicable Leases and Contracts and at locations that comply with applicable Legal Requirements, (b) no Well is subject to material penalties on allowable production after the Effective Time because of any overproduction, and (c) there are no Wells that such Seller Party is obligated by applicable Legal Requirements or contract to plug or abandon, or that have been plugged, dismantled or abandoned by Seller or its Affiliates (or to Seller's Knowledge by any other Person) in a manner that does not comply in all material respects with Legal Requirements, or that are currently subject to exceptions to a requirement to plug or abandon issued by a Governmental Body.

3.16 **Employee Benefits.** Schedule 3.16(a) contains a true and complete list of each "employee benefit plan," as defined in Section 3(3) of ERISA, and all other retirement, pension, deferred compensation, bonus, incentive, severance, executive life insurance, vacation, equity purchase, equity option, phantom equity, equity or equity compensation, employment, profit sharing, retention, stay bonus, change of control and other compensation or benefit plans, programs, agreements or arrangements maintained, sponsored or contributed to by such Seller Party or any of its ERISA Affiliates for the benefit of any Available Employee (such benefit plans, together with the Severance Plan, collectively, such Seller Party's "Seller Benefit Plans"). Such Seller Party has heretofore made available to Buyer a copy of each such Seller Benefit Plan (or, in the case of any unwritten Seller Benefit Plan, a written description thereof) applicable to such Seller Party, any amendments thereto and any other related documents and each agreement creating or modifying any related trust or other funding vehicle.

3.17 **Royalties**. Except (a) for the Suspense Funds that are being held in compliance with applicable Legal Requirements and Leases and (b) as set forth in Schedule 3.17 and Schedule 3.05, such Seller Party has duly and properly paid, or caused to be duly and properly paid in all material respects, all Royalties due by such Seller Party during the period of such Seller Party's ownership of the Assets; *provided*, however that no failure to comply with the foregoing that does not result in the termination of a Lease shall be considered a breach of this Section 3.17.

3.18 **Non-Consent Operations**. Except as disclosed on Schedule 3.18, no operations are being conducted or have been conducted on the Assets with respect to which such Seller Party has elected to be a nonconsenting party under the applicable operating agreement and with respect to which such Seller Party's rights have not yet reverted to it. Schedule 3.18 sets forth the payout balances as of the date of this Agreement for each Well subject to payout.

3.19 **Condemnation**. As of the Execution Date, there is no actual or Threatened taking (whether permanent, temporary, whole or partial) of any part of the Assets by reason of condemnation or the threat of condemnation.

3.20 **Drilling Obligations**. Seller does not have any unfulfilled drilling obligations under any Lease or otherwise affecting the Leases by virtue of a Contract relating to the Assets or the ownership or operation thereof.

3.21 **USA Patriot Act and OFAC**. To the extent applicable, such Seller Party is in compliance, in all material respects, with (1) the USA PATRIOT Act and (2) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 C.F.R. Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto. None of such Seller Party nor, to such Seller Party's Knowledge, any director, officer or employee of Seller, is subject to any U.S. sanctions administered by OFAC or a Person on the list of "Specially Designated Nationals and Blocked Persons." None of the proceeds to be distributed on or after the Closing pursuant to this Agreement, including the Closing Amount, will, to such Seller Party's Knowledge, be made available to any Person for the purpose of financing the activities of any Person currently subject to any U.S. sanctions administered by OFAC.

3.22 **FCPA**. Neither such Seller Party, its Affiliates or, to such Seller Party's Knowledge, its or their respective Representatives has given, loaned, paid, promised, offered or authorized the payments, directly or indirectly through a third Person, of anything of value to any "foreign official," as defined in the FCPA, to persuade that official to help such Seller Party, or any other Person, obtain or keep business or to secure some other improper advantage, in each case, on behalf or with respect to (1) any of the operations conducted with respect to the Assets, or (2) the Transaction.

3.23 **Labor Matters**. No Available Employee or other employee of any Seller Party or any of their respective Affiliates whose employment involves providing services with respect to the Assets is represented by a labor union. Except as set forth on Schedule 3.23, there is no Proceeding pending or, to any Seller Party's Knowledge, threatened, by or on behalf of any Available Employee or any other individual who has provided services with respect to the Assets against any Seller Party.

3.24 **Leases**. Since January 1, 2016, such Seller Party has not received any written notice from any lessor under any of the Leases seeking to terminate, cancel or rescind any Lease, and such Seller Party has not received any written notice from any lessor under any of the Leases alleging any unresolved material default under any Lease.

3.25 **Guarantees**. Schedule 6.03(a) is a complete and accurate list of all material bonds, letters of credit and guarantees posted or entered into by such Seller Party in connection with the ownership or operation of the Assets.

3.26 **Disclosures with Multiple Applicability; Materiality**. If any fact, condition, or matter disclosed in the Seller Parties' disclosure Schedules applies to more than one Section of this Article 3, a single disclosure of such fact, condition, or matter on Seller's disclosure Schedules shall constitute disclosure with respect to all sections of this Article 3 to which such fact, condition, or other matter applies to the extent reasonably apparent on the face of the Seller Parties' disclosure Schedules, regardless of the section of the Seller Parties' disclosure Schedules in which such fact, condition, or other matter is described. Inclusion of a matter on the Seller Parties' disclosure Schedules with respect to a representation or warranty that is qualified by "material" or any variant thereof shall not necessarily be deemed an indication that such matter does, or may, be material. Matters may be disclosed on a Schedule to this Agreement for purposes of information only.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, as of the Execution Date and the Closing Date, the following:

4.01 **Organization and Good Standing**. Buyer is a limited liability company and duly organized, validly existing, and in good standing under the laws of Delaware and is duly qualified to do business and is in good standing in each jurisdiction in which the Assets are located.

4.02 **Authority; No Conflict.**

(a) This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Upon the execution and delivery by Buyer of the Instruments of Conveyance and any other documents executed and delivered by Buyer at the Closing (collectively, "Buyer's Closing Documents"), Buyer's Closing Documents shall constitute the legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of

equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Buyer has the requisite right, power, authority, and capacity to execute and deliver this Agreement and Buyer's Closing Documents, and to perform its obligations under this Agreement and Buyer's Closing Documents.

(b) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer shall give any Person the right to prevent, delay, or otherwise interfere with any of the Contemplated Transactions.

(c) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer shall (i) contravene, conflict with, or result in a violation of any provision of the Organizational Documents of Buyer, (ii) contravene, conflict with, or result in a violation of any resolution adopted by the board of managers, or members of Buyer, or (iii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any agreement or any Legal Requirement or Order to which Buyer may be subject.

(d) Buyer is not and shall not be required to give any notice to or obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

4.03 **Certain Proceedings.** There is no Proceeding pending against Buyer that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To Buyer's Knowledge, no such Proceeding has been Threatened.

4.04 **Knowledgeable Investor.** Buyer is an experienced and knowledgeable investor in the oil and gas business. Prior to entering into this Agreement, Buyer was advised by its own legal, tax, and other professional counsel concerning this Agreement, the Contemplated Transactions, the Assets, and their value, and it has relied solely thereon and on the representations and obligations of Seller in this Agreement and the documents to be executed by Seller in connection with this Agreement at the Closing. Buyer is acquiring the Assets for its own account and not for sale or distribution in violation of the Securities Act of 1933, as amended, the rules and regulations thereunder, any applicable state blue sky laws, or any other applicable Legal Requirements.

4.05 **Qualification.** Buyer is an "accredited investor," as such term is defined in Regulation D of the Securities Act of 1933, as amended. Buyer is not acquiring the Assets in connection with a distribution or resale thereof in violation of federal or state securities laws and the rules and regulations thereunder. Without limiting Section 6.02, Buyer is, or as of the Closing will be, qualified under applicable Legal Requirements to hold leases, rights-of-way, and other rights issued or controlled by (or on behalf of) any applicable Governmental Body and will be qualified under applicable Legal Requirements to own and operate the Assets. Buyer has, or as of the Closing will have, posted such bonds as may be required for the ownership or, where applicable, operatorship by Buyer of the Assets. To Buyer's Knowledge, no fact or condition exists with respect to Buyer or the Assets which may cause any Governmental Body to withhold its approval of the Contemplated Transactions.

4.06 **Brokers.** Neither Buyer nor its Affiliates have incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the Contemplated Transactions other than obligations that are or will remain the sole responsibility of Buyer and its Affiliates.

4.07 **Financial Ability**. Buyer has sufficient cash, available lines of credit, or other sources of immediately available funds to enable it to (a) deliver the amounts due at the Closing, (b) take such actions as may be required to consummate the Contemplated Transactions, and (c) timely pay and perform Buyer's obligations under this Agreement and Buyer's Closing Documents. Buyer expressly acknowledges that the failure to have sufficient funds shall in no event be a condition to the performance of its obligations hereunder, and in no event shall the Buyer's failure to perform its obligations hereunder be excused by failure to receive funds from any source.

4.08 **Securities Laws.** The solicitation of offers and the sale of the Assets by Seller have not been registered under any securities laws. At no time has Buyer been presented with or solicited by or through any public promotion or any form of advertising in connection with the Contemplated Transactions. Buyer is not acquiring the Assets with the intent of distributing fractional, undivided interests that would be subject to regulation by federal or state securities laws, and that if it sells, transfers, or otherwise disposes of the Assets or fractional undivided interests therein, it shall do so in compliance with applicable federal and state securities laws.

4.09 **Due Diligence.** Without limiting or impairing any representation, warranty, covenant or agreement of Seller contained in this Agreement and the Seller Closing Documents, or Buyer's right to rely thereon, subject to Buyer's rights to access the Assets to conduct a due diligence review in accordance with this Agreement, at Closing Buyer and its Representatives have (a) been permitted access to materials relating to the Assets, (b) been afforded the opportunity to ask all questions of Seller (or Seller's Representatives) concerning the Assets, (c) been afforded the opportunity to investigate the condition of the Assets, and (d) had the opportunity to take such other actions and make such other independent investigations as Buyer deems necessary to evaluate the Assets and understand the merits and risks of an investment therein and to verify the truth, accuracy, and completeness of the materials, documents, and other information provided or made available to Buyer (whether by Seller or otherwise). **WITHOUT LIMITING OR IMPAIRING ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT OF THE SELLER PARTIES CONTAINED IN THIS AGREEMENT AND THE SELLER'S CLOSING DOCUMENTS (INCLUDING THE SPECIAL WARRANTY OF DEFENSIBLE TITLE SET FORTH IN THE INSTRUMENTS OF CONVEYANCE), OR BUYER'S RIGHT TO RELY UPON EACH OF THE FOREGOING OR BUYER'S RIGHTS UNDER ARTICLE 11, BUYER HEREBY WAIVES ANY CLAIMS ARISING OUT OF ANY MATERIALS, DOCUMENTS, OR OTHER INFORMATION PROVIDED OR MADE AVAILABLE TO BUYER (WHETHER BY SELLER OR OTHERWISE), WHETHER UNDER THIS AGREEMENT, AT COMMON LAW, BY STATUTE, OR OTHERWISE.**

4.10 **Basis of Buyer's Decision.** By reason of Buyer's knowledge and experience in the evaluation, acquisition, and operation of oil and gas properties, Buyer has evaluated the

merits and the risks of purchasing the Assets from Seller and has formed an opinion based solely on Buyer's knowledge and experience, Buyer's due diligence, and Seller's representations, warranties, covenants, and agreements contained in this Agreement and the Seller Closing Documents, and not on any other representations or warranties by Seller. Buyer has not relied and shall not rely on any statements by Seller or its Representatives (other than those representations, warranties, covenants, and agreements of Seller contained in this Agreement and the Seller Closing Documents) in making its decision to enter into this Agreement or to close the Contemplated Transactions. **BUYER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER GOVERNMENTAL BODY HAS PASSED UPON THE ASSETS OR MADE ANY FINDING OR DETERMINATION AS TO THE FAIRNESS OF AN INVESTMENT IN THE ASSETS OR THE ACCURACY OR ADEQUACY OF THE DISCLOSURES MADE TO BUYER, AND, EXCEPT AS SET FORTH IN ARTICLE 9, BUYER IS NOT ENTITLED TO CANCEL, TERMINATE, OR REVOKE THIS AGREEMENT, WHETHER DUE TO THE INABILITY OF BUYER TO OBTAIN FINANCING OR PAY THE PURCHASE PRICE, OR OTHERWISE.**

4.11 **Business Use, Bargaining Position**. Buyer is purchasing the Assets for commercial or business use. Buyer has sufficient knowledge and experience in financial and business matters that enables it to evaluate the merits and the risks of transactions such as the Contemplated Transactions, and Buyer is not in a significantly disparate bargaining position with Seller. Buyer expressly acknowledges and recognizes that the price for which Seller has agreed to sell the Assets and perform its obligations under the terms of this Agreement has been predicated upon the inapplicability of the Texas Deceptive Trade Practices—Consumer Protection Act, V.C.T.A. BUS & COMM ANN. § 17.41 et seq. (the "DTPA"), to the extent applicable, or any similar Legal Requirement, and the waiver of the DTPA, and any similar Legal Requirement, by Buyer contained in Section 13.04. **BUYER FURTHER RECOGNIZES THAT SELLER, IN DETERMINING TO PROCEED WITH ENTERING INTO THIS AGREEMENT, HAS EXPRESSLY RELIED ON THE PROVISIONS OF THIS ARTICLE 4.**

4.12 **Bankruptcy**. There are no bankruptcy, reorganization, receivership, or arrangement proceedings pending or being contemplated by Buyer or, to Buyer's Knowledge, Threatened against Buyer. Buyer is, and will be immediately after giving effect to the Contemplated Transactions, solvent.

ARTICLE 5
COVENANTS OF SELLER

5.01 **Access and Investigation.**

(a) Between the Execution Date and the Closing Date, to the extent doing so would not violate applicable Legal Requirements, Seller's obligations to any Third Party, Seller shall (a) afford Buyer, Buyer's Representatives, and the Financing Sources access, at such times as Buyer may reasonably request during Seller's regular hours of business, to reasonably appropriate Seller's management and personnel with knowledge of the Assets, any Seller operated Assets, Records, contracts, books and records, and other documents and data related to the Assets, except any such contracts, books and records, or other documents and data to the extent they are Excluded Assets, and (b) promptly furnish Buyer, Buyer's Representatives and the Financing Sources, at Buyer's sole cost and

expense, with existing electronic copies of all such Records, contracts, books and records, and other existing documents and data related to the Assets as Buyer, Buyer's Representatives and the Financing Sources may reasonably request, except for any such contracts, books and records, or other documents and data to the extent they are Excluded Assets (and upon Buyer's request, Seller shall use reasonable efforts to obtain the consent of Third Party operators to give Buyer, Buyer's Representatives and the Financing Sources reasonable access to similar information with respect to Assets not operated by Seller or its Affiliates; *provided* that Seller shall not be required to make payments or undertake obligations in favor any Third parties in order to obtain such consent); ***PROVIDED*** **THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER MAKES NO REPRESENTATION OR WARRANTY, AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE DOCUMENTS, INFORMATION, BOOKS, RECORDS, FILES, AND OTHER DATA THAT IT MAY PROVIDE OR DISCLOSE TO BUYER**.

(b) Notwithstanding the provisions of Section 5.01(a), (i) Buyer and/or the Financing Source's investigation shall be conducted in a manner that (to the extent practicable) minimizes interference with the field operations of the business of Seller and any applicable Third Parties, and (ii) subject to Section 11.09, Buyer and the Financing Source's right of access shall not entitle Buyer or the Financing Sources to operate equipment or conduct subsurface or other invasive testing or sampling. Environmental review shall not exceed the review contemplated by a Phase I Environmental Site Assessment without Seller's prior written permission, which may be withheld in Seller's sole discretion, subject to the provisions of Section 11.09.

(c) Buyer acknowledges that, pursuant to its right of access to the Records and the Assets, Buyer will become privy to confidential and other information of Seller and Seller's Affiliates and the Assets and that such confidential information shall be held confidential by Buyer, Buyer's Representatives and the Financing Sources in accordance with the terms of the Confidentiality Agreement. If the Closing should occur, the foregoing confidentiality restriction on Buyer and the Financing Sources, including the Confidentiality Agreement, shall terminate (except as to the Excluded Assets); *provided* that such termination of the Confidentiality Agreement shall not relieve any party thereto from any liability thereunder for the breach of such agreement prior to the Execution Date.

5.02 **Operation of the Assets.** Except as set forth on Schedule 5.02, or as required by applicable Legal Requirements, between the Execution Date and the Closing, Seller shall operate its business (including the sale of Hydrocarbons) with respect to its ownership and operation of the Assets in the ordinary course as a reasonably prudent operator, and, without limiting the generality of the preceding, shall:

(a) not transfer, sell, hypothecate, Encumber, or otherwise dispose of any of the Assets, except as required under any Leases or Contracts, and except for sales of Hydrocarbons, equipment and inventory in the ordinary course of business;

(b) subject to clause (i) below, not abandon any Asset (except the abandonment or expiration of Leases in accordance with their terms, including with respect to leases not capable of producing in paying quantities after the expiration of their primary terms or for failure to pay delay rentals or shut-in royalties or similar types of lease maintenance payments);

(c) not commence, propose, or agree to participate in any single operation with respect to the Wells or Leases with an anticipated cost in excess of Two Hundred Fifty Thousand Dollars ($250,000) net to Seller's interest, except for any emergency operations otherwise conducted in compliance with this Agreement;

(d) not execute, terminate, cancel, extend, or materially amend or modify any Material Contract or Lease;

(e) not make any election (or fail to make an election, the result of which is) to go non-consent with respect to any of the Assets;

(f) unless Buyer fails to provide consent under clause (d) above, use commercially reasonable efforts to maintain in full force and effect each Lease, and timely and properly pay all Lease renewals and extensions that become due after the date of this Agreement but prior to Closing in accordance with the terms of the applicable Lease;

(g) not waive, release, assign, settle or compromise any proceeding, material right or claim relating to the Assets, other than the Retained Liabilities or waivers, releases, assignments, settlements or compromises that involve only the payment of monetary damages not in excess of Fifty Thousand Dollars ($50,000) individually (excluding amounts to be paid under insurance policies);

(h) not take, nor permit any of their Affiliates (or authorize any investment banker, financial advisor, attorney, accountant or other Person retained by, acting for or on behalf of Seller or any such Affiliate) to take, directly or indirectly, any action to solicit, or negotiate, any offer from any Person concerning the direct or indirect acquisition of the Assets by any Person other than Buyer or its Affiliates except for sales of Hydrocarbons, equipment and inventory in the ordinary course of business;

(i) use commercially reasonable efforts to keep Buyer apprised of any drilling, re-drilling or completion operations proposed or conducted by Seller with respect to the Assets;

(j) pay (or cause to be paid) any and all Asset Taxes that could result in an Encumbrance with respect to the Assets that become due and payable on or prior to the Closing Date;

(k) not form or create or object to the formation or creation by Buyer of any drilling unit applicable to the Assets;

(l) use commercially reasonable efforts not to convey, use, or dispose of any of the Emission Reduction Credits;

(m) not, except as may be required by applicable Legal Requirements or pursuant to a Seller Benefit Plan in effect as of the Execution Date or as contemplated by this Agreement,

(A) grant any increases in the compensation, incentives or benefits payable or to become payable to any Available Employee, (B) enter into any new, or amend any existing, employment, severance or termination agreement or other Seller Benefit Plan with any Available Employee, (C) establish or take any action that would result in Seller becoming obligated under any collective bargaining agreement or other Contract with a labor union or representative of Available Employees, or (D) subject to Seller's right to terminate the employment of any employee on the Available Employee List, transfer any Available Employee; and

(n) not enter into any agreement with respect to any of the foregoing.

Buyer acknowledges that Seller owns undivided interests in certain of the properties comprising the Assets, and Buyer agrees that the acts or omissions of the other working interest owners who are not Seller or an Affiliate of Seller shall not constitute a Breach of the provisions of this Section 5.02, nor shall any action required by a vote of working interest owners constitute such a Breach so long as Seller and any Affiliate of Seller owning an interest in the applicable Asset (or portion of the Assets) have voted its interest in a manner that complies with the provisions of this Section 5.02. Further, no action or inaction of any Third Party operator with respect to any Asset shall constitute a Breach of this Section 5.02 to the extent Seller uses commercially reasonable efforts to cause such Third Party operator to operate such applicable Asset in a manner consistent with this Section 5.02. Seller may seek Buyer's approval to perform any action that would otherwise be restricted by this Section 5.02, and Buyer's approval of any such action shall not be unreasonably withheld, conditioned, or delayed, and shall be considered granted ten (10) days after delivery of notice from Seller to Buyer requesting such consent unless Buyer notifies Seller to the contrary during such ten (10)-day period. Notwithstanding the foregoing provisions of this Section 5.02, in the event of an emergency involving imminent threat to property or life, Seller may take such action as reasonably necessary and shall notify Buyer of such action promptly thereafter. Any matter approved (or deemed approved) by Buyer pursuant to this Section 5.02 that would otherwise constitute a Breach of one of Seller's representations and warranties in Article 3 shall be deemed to be an exclusion from all representations and warranties for which it is relevant.

5.03 **Insurance.** Seller shall maintain in force during the period from the Execution Date until the Closing, insurance policies (including qualified self-insurance) pertaining to the Assets with the minimum coverages as set forth on Schedule 5.03. The daily pro-rated annual premiums for insurance set forth on Schedule 5.03 that accrue after the Effective Time and are attributable to the insurance coverage for the period after the Effective Time until the Closing will constitute Property Costs to the extent attributable to the Assets (but not to the extent attributable to any other assets of Seller).

5.04 **Consent and Waivers.** Seller shall use commercially reasonable efforts to obtain prior to the Closing written waivers of all Preferential Purchase Rights and all Consents necessary for the transfer of the Assets to Buyer; *provided* that in the event Seller is unable to obtain all such waivers of Preferential Purchase Rights and Consents after using such commercially reasonable efforts, such failure to satisfy shall not constitute a Breach of this Agreement. Seller shall not be required to make any payments to, or undertake any obligations for the benefit of, the holders of such rights in order to obtain the Required Consents. Buyer shall reasonably cooperate with Seller in seeking to obtain such Consents.

5.05 **Amendment to Schedules.** Until the fifth (5th) Business Day before Closing, Seller shall have the right (but not the obligation) to supplement its Schedules with respect to any matters that first occur following to the Execution Date. Except to the extent such updates are a direct result of actions taken with Buyer's consent pursuant to Section 5.02, prior to Closing, any such supplement shall not be considered for purposes of determining if Buyer's Closing conditions have been met under Section 7.01 or for determining any remedies available under this Agreement.

5.06 **Successor Operator.** While Buyer acknowledges that it desires to succeed Seller (or its Affiliates) as operator of those Assets or portions thereof that Seller (or its Affiliates) may presently operate, Buyer acknowledges and agrees that Seller cannot and does not covenant or warrant that Buyer shall become successor operator of such Assets because the Assets or portions thereof may be subject to operating or other agreements that control the appointment of a successor operator. Seller agrees, however, that as to the Assets any Seller Party or its Affiliate operates, Seller shall use commercially reasonable efforts to support Buyer's efforts to become successor operator of such Assets (to the extent permitted under any applicable operating agreement) effective as of the Closing (at Buyer's sole cost and expense) and to designate or appoint, to the extent legally possible and permitted under any applicable operating agreement, Buyer as successor operator of such Assets effective as of Closing. Seller will use commercially reasonable efforts to assist Buyer to obtain all necessary Permits in connection with Buyer's designation as operator as to the Assets Seller presently operates as of Closing.

5.07 **Affiliate Contracts**. Seller will terminate or cause its respective Affiliates to terminate, effective as of the Closing Date, any contracts or agreements between Seller and its Affiliates insofar and only insofar as such contracts or agreements relate to or bind the Assets.

5.08 **Drilling Permits**. During the period following the Execution Date until the Closing, if reasonably requested by Buyer, Seller will execute and file any applications or instruments prepared by Buyer that are necessary to obtain drilling permits to be used with respect to the future development of the Assets with the applicable Governmental Bodies; *provided* that Buyer will reimburse Seller for any reasonable, documented out-of-pocket costs incurred in connection therewith and that such drilling permits will only be on existing pads.

5.09 **Credit Transfer**. Promptly following Closing, Buyer shall deliver the Emission Credits Transfer Letter to the State of Wyoming Department of Environmental Quality. Following the Closing, Seller will use commercially reasonable efforts (including assisting Buyer as reasonably requested by Buyer with obtaining approval from the State of Wyoming Department of Environmental Quality) to cause the Emission Reduction Credits to be transferred to Buyer as soon as reasonably practicable following the Closing.

5.10 **Stipulation and Agreed Order**. Prior to Closing, Seller (or its applicable Affiliate or predecessor) shall cause the Stipulation and Agreed Order to be amended or supplemented such that Exhibit 1 to the Stipulation and Agreed Order properly and accurately reflects all of the federal Leases (including the lots associated with such Leases) identified on Exhibit A.

ARTICLE 6
OTHER COVENANTS

6.01 **Notification and Cure.** If Buyer has Knowledge as of the Execution Date of any Breach of Seller's representations and warranties, Buyer shall have no remedy under this Agreement, including under Section 9.01 and Article 10, with respect to such Breach. Buyer shall promptly notify Seller in writing and Seller shall promptly notify Buyer in writing if Seller or Buyer, as applicable, obtains Knowledge following the Execution Date of any Breach, in any material respect, of its or the other Party's representations and warranties or covenants, in any material respect; *provided* that failure to provide such notice shall not limit a Party's rights or remedies under this Agreement with respect to such Breach. If any of Buyer's or Seller's representations or warranties are untrue or shall become untrue in any material respect between the Execution Date and the Closing Date, or if any of Buyer's or Seller's covenants or agreements to be performed or observed prior to or on the Closing Date shall not have been so performed or observed in any material respect, and such Breach of representation, warranty, covenant or agreement shall (if curable) be fully cured by the Closing (or, if the Closing does not occur, prior to the termination of this Agreement in accordance with Section 9.01), then such Breach shall be considered not to have occurred for all purposes of this Agreement.

6.02 **Satisfaction of Conditions.** Between the Execution Date and the Closing Date (a) Seller shall use commercially reasonable efforts to cause the conditions in Article 7 to be satisfied, and (b) Buyer shall use commercially reasonable efforts to cause the conditions in Article 8 to be satisfied.

6.03 **Replacement of Insurance, Bonds, Letters of Credit, and Guaranties.**

(a) The Parties understand that none of the insurance currently maintained by Seller or Seller's Affiliates covering the Assets, nor any of the bonds, letters of credit, or guaranties, if any, posted by Seller or Seller's Affiliates with Governmental Bodies or co-owners and relating to the Assets will be transferred to Buyer. On or before the Closing Date, Buyer shall use commercially reasonable efforts to obtain, and deliver to Seller evidence of, all replacement bonds, letters of credit, and guaranties, and evidence of such other authorizations, qualifications, and approvals, in each case, as set forth on Schedule 6.03(a) and necessary for Buyer to own and, with respect to Assets currently operated by Seller or its Affiliates, operate the Assets.

(b) Promptly (but in no event later than thirty (30) days) after Closing, Buyer shall, at its sole cost and expense, make all filings with Governmental Bodies necessary to assign and transfer the Assets and title thereto and to comply with applicable Legal Requirements, and Seller shall reasonably assist Buyer with such filings.

6.04 **Governmental Reviews.** Seller and Buyer shall (and shall cause their respective Affiliates to), in a timely manner, make all other required filings (if any) with, prepare applications to, and conduct negotiations with Governmental Bodies as required to consummate

the Contemplated Transactions. Each Party shall, to the extent permitted pursuant to applicable Legal Requirements, cooperate with and use all reasonable efforts to assist the other with respect to such filings, applications and negotiations. Buyer shall bear the cost of all filing or application fees payable to any Governmental Body with respect to the Contemplated Transactions, regardless of whether Buyer, Seller, or any Affiliate of any of them is required to make the payment.

6.05 **HSR Act.** If applicable, within ten (10) Business Days following the execution by Buyer and Seller of this Agreement, Buyer and Seller will each prepare and simultaneously file with the DOJ and the FTC the notification and report form required for the transactions contemplated by this Agreement by the HSR Act and request early termination of the waiting period thereunder. Buyer and Seller agree to respond promptly to any inquiries or requests for information or documentary material from the DOJ or the FTC concerning such filings and to comply in all material respects with the filing requirements of the HSR Act. Buyer and Seller shall cooperate with each other and, subject to the terms of the Confidentiality Agreement, shall promptly furnish all information to the other Party that is necessary in connection with Buyer's and Seller's compliance with the HSR Act. Buyer and Seller shall keep each other fully advised with respect to any requests from or communications with the DOJ or FTC concerning such filings and shall consult with each other with respect to all responses thereto. Each of Seller and Buyer shall use its commercially reasonable efforts to take all actions reasonably necessary and appropriate in connection with any HSR Act filing to satisfy the conditions to the Closing and consummate Contemplated Transactions as promptly as practicable and in any event not later than the Outside Date; *provided*, *however*, nothing in this Agreement shall require Buyer or Seller to propose, negotiate, effect or agree to, the sale, divestiture, license or other disposition of any assets or businesses of Buyer or Seller (including the Assets) or otherwise take any action that limits the freedom of action with respect to, or its ability to retain or operate any of the businesses of the Buyer or Seller or the Assets. The filing fees associated with any such HSR Act filing shall be borne by Buyer. Notwithstanding any provision of this Section 6.05, no Party shall be required to provide the other Party with information regarding the value of the transaction or subject to the attorney client privilege, work product doctrine or other similar privilege absent entering into a mutually acceptable joint defense agreement.

6.06 **Financing Matters.**

(a) Assistance with Financing. Prior to the Closing Date, Seller shall provide, and shall use its commercially reasonable efforts to cause its Affiliates and its and its Affiliates' Representatives to provide, Buyer such cooperation as may be reasonably requested by Buyer with respect to the Debt Financing; provided, that such requested cooperation does not materially and adversely interfere with operations of Seller and the Assets and that any information requested by Buyer is reasonably available to Seller or any of its Affiliates or its or their Representatives. Such cooperation shall include using commercially reasonable efforts (i) to assist Buyer in Buyer's preparation of disclosure schedules related to the Assets in connection with the Debt Financing and (ii) to facilitate Buyer's preparation of the documentation necessary to pledge and mortgage the Assets that will be collateral under the Debt Financing ; provided that Seller's obligations under the foregoing clauses (i) and (ii) shall be limited to providing information and data in its current format in Seller's records and not require that Seller generate new reports regarding the Assets.

(b) Financial Information.

(i) Seller shall use its commercially reasonable efforts to provide sufficient materials and to cooperate with Buyer and its independent auditor ("Buyer's Auditor") in Buyer's preparation, at the sole cost and expense of Buyer, of the Special Financial Statements (as defined below), in such form that such statements and the notes thereto can be audited (in the case of the Annual Financial Statements (as defined below)) or reviewed (in the case of the Interim Financial Statements (as defined below)) by Buyer's Auditor. The "Special Financial Statements" shall refer to (A) statements of revenues and direct operating expenses attributable to the Assets for the fiscal years ended December 31, 2016 and 2015 (the "Annual Financial Statements") and (B) statements of revenues and direct operating expenses attributable to the Assets for the three months ended March 31, 2017 and 2016, or if the Closing shall occur on or after June 30, 2017, for the six months ended June 30, 2017 and 2016 (the "Interim Financial Statements"). The Special Financial Statements will be prepared in accordance with GAAP and any requirements of the Securities Act of 1933, as amended, and any rules or regulations promulgated thereunder. The Annual Financial Statements shall include the required oil and gas disclosures, including estimates of quantities of proved reserves as of, and a reconciliation of proved oil and gas reserves for, each of the fiscal years ended December 31, 2016 and 2015, and the standardized measure of discounted future net cash flows as of, and a reconciliation of the standardized measure of future discounted cash flows for, each of the fiscal years ended December 31, 2016 and 2015. Seller (x) shall cooperate with and permit Buyer to reasonably participate in the preparation of the Special Financial Statements and (y) shall provide Buyer and its representatives with reasonable access to its personnel and its Affiliates who engage in the preparation of the Special Financial Statements. Seller agrees to provide, and will use its commercially reasonable efforts to cause its Affiliates to provide, at Buyer's sole cost and expense, information from, and reasonable access to, its accounting records to the extent required to prepare any pro forma financial statements of Buyer that include pro forma adjustments with respect to Seller, which may be required in any reports, registration statements and other filings to be made by Buyer or any of its Affiliates with the SEC pursuant to the Securities Act and the rules and regulations thereunder or the Exchange Act and the rules and regulations thereunder (the "SEC Filings").

(ii) Seller shall execute and deliver or cause to be executed and delivered to Buyer's Auditor such representation letters, in form and substance customary for representation letters provided to external audit firms by management of Seller or its Affiliates, as may be reasonably requested by Buyer's Auditor, with respect to the Special Financial Statements, including any SEC Filings that include the Special Financial Statements. Buyer agrees that (A) to the extent any such representation letter is delivered by management of Seller or its Affiliates, Buyer

shall indemnify and hold harmless Seller and any applicable Affiliate and their respective current officers, directors and employees, and provide a defense for such entity, and its current officers, directors and employees with regard to the execution, delivery or any other action related to the provision of such representation letters to the same extent as any executive officer or director of Buyer would be indemnified had they performed such action. In the event that Buyer's Auditor requires a representation letter from Buyer's management in connection with the audit of the Special Financial Statements, management of Seller shall provide a representation letter to management of Buyer that contains the same representations that Buyers' management is required to make to Buyer's Auditor.

(iii) Seller shall use commercially reasonable efforts to facilitate the completion of such audit and review and delivery of the Special Financial Statements to Buyer or any of its Affiliates as soon as reasonably practicable, but no later than the earlier of (A) 60 days after the Closing Date or (B) August 1, 2017.

(iv) In the event the SEC requires financial statements in respect of the Assets that vary in form or content from, or in the periods covered by, the Special Financial Statements ("Alternative Financial Statements"), Seller shall, at the sole cost and expense of Buyer, use its commercially reasonable efforts to cooperate with Buyer in the preparation of such financial statements.

(c) Costs and Expenses. Buyer shall promptly, upon request by Seller, reimburse Seller for all reasonable and documented out-of-pocket, documented costs and expenses incurred by Seller in connection with its cooperation contemplated by this Section 6.06. Except in the case of actual fraud, (i) all of the information provided by Seller pursuant to this Section 6.06 is given without any representation or warranty, express or implied, and (ii) in no event will Seller or its Affiliates or Representatives have any liability of any kind or nature to Buyer, its Financing Sources or any other Person arising or resulting from the cooperation provided in this Section 6.06 or any use of any information provided by Seller or its Affiliates or Representatives provided pursuant to this Section 6.06. Without affecting Buyer's rights under this Agreement, Buyer shall indemnify and hold harmless the Seller Group from and against any and all Damages suffered or incurred by any of them in connection with the arrangement of the Debt Financing and any information provided by Seller to Buyer pursuant to this Section 6.06; *provided, however,* that Buyer shall not be required to indemnify and hold harmless the Seller Group to the extent that such Damages arise from or are related to actual fraud by any member of the Seller Group.

ARTICLE 7
CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

7.01 **Accuracy of Representations.** All of Seller's representations and warranties in this Agreement must have been true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Execution Date, and must be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Closing Date as if made on the Closing Date, other than any such representation and warranty that refers to a specified date, which need only be true and correct in all material respects (or, if qualified by materiality, true and correct in all respects) on and as of such specified date.

7.02 **Seller's Performance.** All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

7.03 **[Reserved].**

7.04 **No Orders.** On the Closing Date, there shall be no Order pending or remaining in force of any Governmental Body having appropriate jurisdiction that attempts to restrain, enjoin, or otherwise prohibit the consummation of the Contemplated Transactions, or that grants material damages in connection therewith.

7.05 **Necessary Consents and Approvals.** All Consents from Governmental Bodies and all approvals from Governmental Bodies required for the Contemplated Transactions, except Consents and approvals of assignments by Governmental Bodies that are customarily obtained after closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

7.06 **HSR Act.** Any waiting period applicable to the consummation of the Contemplated Transactions under the terms of this Agreement under the HSR Act shall have expired or been terminated.

7.07 **Closing Deliverables.** Seller shall have delivered (or be ready, willing and able to deliver at the Closing) to Buyer the documents and other items required to be delivered by Seller under Section 2.04(a).

7.08 **Title Defect Values, Environmental Defect Values, etc.** The sum of (i) all Title Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible (*less* the sum of all Title Benefit Values asserted by Seller in good faith), *plus* (ii) the Aggregate Environmental Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible, *plus* (iii) the aggregate downward Purchase Price adjustments under Section 11.02, *plus* (iv) the aggregate downward Purchase Price adjustments under Section 11.03, *plus* (v) the aggregate downward Purchase Price adjustments under Section 11.09, *plus* (vi) the aggregate amount of all Casualty Losses (as determined by Buyer acting in good faith) shall be less than or equal to twenty-five percent (25%) of the unadjusted Purchase Price.

ARTICLE 8
CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

Seller's obligation to sell the Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller, in whole or in part):

8.01 **Accuracy of Representations.** All of Buyer's representations and warranties in this Agreement must have been true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Execution Date, and must be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Closing Date as if made on the Closing Date, other than any such representation and warranty that refers to a specified date, which need only be true and correct in all material respects (or, if qualified by materiality, true and correct in all respects) on and as of such specified date.

8.02 **Buyer's Performance.** All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

8.03 **[Reserved].**

8.04 **No Orders.** On the Closing Date, there shall be no Order pending or remaining in force of any Governmental Body having appropriate jurisdiction that attempts to restrain, enjoin, or otherwise prohibit the consummation of the Contemplated Transactions, or that grants material damages in connection therewith.

8.05 **Necessary Consents and Approvals.** All Consents from Governmental Bodies and all approvals from Governmental Bodies required for the Contemplated Transactions, except Consents and approvals of assignments by Governmental Bodies that are customarily obtained after closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

8.06 **HSR Act.** Any waiting period applicable to the consummation of the Contemplated Transactions under the HSR Act shall have expired or been terminated.

8.07 **Closing Deliverables.** Buyer shall have delivered (or be ready, willing and able to deliver at the Closing) to Seller the documents and other items required to be delivered by Buyer under Section 2.04(b).

8.08 **Title Defect Values, Environmental Defect Values, etc.** The sum of (i) all Title Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible (*less* the sum of all Title Benefit Values asserted by Seller in good faith), *plus* (ii) the Aggregate Environmental Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible, plus (iii) the aggregate downward Purchase Price adjustments under Section 11.02, *plus* (iv) the aggregate downward Purchase Price adjustments under Section 11.03, *plus* (v) the aggregate downward Purchase Price adjustments under Section 11.09, *plus* (vi) the aggregate amount of all Casualty Losses (as determined by Buyer acting in good faith) shall be less than or equal to twenty-five percent (25%) of the unadjusted Purchase Price.

ARTICLE 9
TERMINATION

9.01 **Termination Events.** This Agreement may, by written notice given prior to or at the Closing, be terminated:

(a) by mutual written consent of Seller and Buyer;

(b) by Buyer, if Seller has committed a material Breach of this Agreement and such Breach causes any of the conditions to Closing set forth in Article 7 not to be satisfied (or such Breach is of such a magnitude or effect that it will not be possible for such condition to be satisfied at Closing); *provided*, *however*, that in the case of a Breach that is capable of being cured, Seller shall have a period of ten (10) Business Days following receipt of such notice to attempt to cure the Breach and the termination under this Section 9.01(b) shall not become effective unless Seller fails to cure such Breach prior to the end of such ten (10) Business Day period; *provided*, *further*, if (i) Seller's conditions to Closing have been satisfied or waived (in writing) by Buyer in full on or after the Scheduled Closing Date, (ii) Seller is not in material Breach of the terms of this Agreement and (iii) Seller refuses or willfully or negligently delays to timely close the Contemplated Transactions, then such refusal or delay shall constitute a material Breach of this Agreement;

(c) by Seller, if Buyer has committed a material Breach of this Agreement and such breach causes any of the conditions to Closing set forth in Article 8 not to be satisfied (or such Breach is of such a magnitude or effect that it will not be possible for such condition to be satisfied at Closing); *provided*, *however*, that in the case of a Breach that is capable of being cured, Buyer shall have a period of ten (10) Business Days following receipt of such notice to attempt to cure the Breach and the termination under this Section 9.01(c) shall not become effective unless Buyer fails to cure such Breach prior to the end of such ten (10) Business Day period; *provided*, *further*, if (i) Buyer's conditions to Closing have been satisfied or waived (in writing) by Seller in full on or after the Scheduled Closing Date, (ii) Buyer is not in material Breach of the terms of this Agreement and (iii) Buyer refuses or willfully or negligently delays to timely close the Contemplated Transactions, then such refusal or delay shall constitute a material Breach of this Agreement;

(d) by either Seller or Buyer if the Closing has not occurred on or before June 30, 2017 (the "Outside Date"), or such later date as the Parties may agree upon in writing; *provided* that, in the case of Seller, such failure does not result primarily from Seller's material Breach of this Agreement;

(e) by either Seller or Buyer if (i) any Legal Requirement has made the consummation of the Contemplated Transactions illegal or otherwise prohibited, or (ii) a Governmental Body has issued an Order, or taken any other action permanently restraining, enjoining, or otherwise prohibiting the consummation of the Contemplated Transactions, and such order, decree, ruling, or other action has become final and nonappealable;

(f) by Seller if the Closing condition in Section 8.09 is not satisfied (or not possible of being satisfied at Closing); or

(g) by Buyer if the Closing condition in Section 7.08 is not satisfied (or not possible of being satisfied at Closing); or

(h) by Seller if Buyer fails to deposit the Deposit Amount into the Escrow Account on or before 5:00 p.m. (Central Time) on the first (1st) Business Day after the Execution Date.

9.02 **Effect of Termination; Distribution of the Deposit Amount.**

(a) If this Agreement is terminated pursuant to Section 9.01, all further obligations of the Parties under this Agreement shall terminate; *provided* that (a) such termination shall not impair nor restrict the rights of either Party against the other under Section 9.02(b), and (b) the following provisions shall survive the termination: Article 1, Sections 9.02, 10.02(c), 10.03(c), 10.06, 10.07, 10.10, 10.11, 10.12, Article 13 (other than Section 13.01, Section 13.02(b) through (d), Section 13.14 and Section 13.17, which shall terminate) and any such terms as set forth in this Agreement that are necessary to give context to any of the foregoing surviving Sections.

(b) Notwithstanding anything to the contrary in Section 9.02(a):

(i) If at the time this Agreement is terminated pursuant to Section 9.01, Buyer is a Breaching Party, then Seller shall be entitled (as its sole and exclusive remedy) to receive the Deposit Amount as liquidated damages (and not as a penalty). If Seller is entitled to receive the Deposit Amount as liquidated damages pursuant to this Section 9.02(b)(i), (x) the Parties shall, within two (2) Business Days of the termination of this Agreement, execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Seller and (y) Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(ii) If at the time this Agreement is terminated pursuant to Section 9.01 Seller is a Breaching Party, then Buyer shall be entitled to (x) receive the Deposit Amount and (y) seek to recover its actual damages from Seller as a result of such Willful Breach by Seller. If Buyer is entitled to the Deposit Amount pursuant to this Section 9.02(b)(ii), the Parties shall, within two (2) Business Days of the termination of this Agreement, (x) execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Buyer and (y) Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(iii) If this Agreement is terminated by Seller in accordance with Section 9.01(h), then the Parties shall have no additional remedies against one another as a result of such termination, and Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(c) The Parties recognize that the actual damages for Buyer's Willful Breach of this Agreement would be difficult or impossible to ascertain with reasonable certainty and agree that the Deposit Amount would be a reasonable liquidated damages amount for such Willful Breach by Buyer if Buyer is a Breaching Party at the time this Agreement is terminated.

(d) If this Agreement is terminated by either Buyer or Seller pursuant to Section 9.01 for any reason other than as described in Section 9.02(b), then, in any such case, the Parties shall, within two (2) Business Days of such termination, execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Buyer.

(e) THE PARTIES FURTHER AGREE THAT, UNLESS AND UNTIL THE CLOSING OCCURS, THE SOLE AND EXCLUSIVE REMEDY OF SELLER AND ITS AFFILIATES AGAINST BUYER, ITS DEBT AND EQUITY FINANCING SOURCES, AND ANY OF THEIR RESPECTIVE FORMER, CURRENT OR FUTURE GENERAL OR LIMITED PARTNERS, EQUITY HOLDERS, CONTROLLING PERSONS, MANAGEMENT COMPANIES, REPRESENTATIVES, ASSIGNEES OR AFFILIATES AND ANY AND ALL FORMER, CURRENT OR FUTURE HEIRS, EXECUTORS, ADMINISTRATORS, TRUSTEES, SUCCESSORS OR ASSIGNS OF THE FOREGOING (COLLECTIVELY, THE "BUYER RELATED PARTIES") ARISING FROM OR RELATING TO THIS AGREEMENT AND THE CONTEMPLATED TRANSACTIONS, INCLUDING FOR ANY FAILURE OF BUYER TO EFFECT THE CLOSING OR OTHERWISE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT (WHETHER WILLFULLY, INTENTIONALLY, UNINTENTIONALLY OR OTHERWISE), WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE THE RIGHTS AND REMEDIES AGAINST BUYER DESCRIBED IN THIS SECTION 9.02. EXCEPT FOR THE RIGHTS AND REMEDIES AGAINST BUYER DESCRIBED IN THIS SECTION 9.02, IN FURTHERANCE OF THE FOREGOING, (A) SELLER RELEASES THE BUYER RELATED PARTIES, WAIVES ANY RIGHT OF RECOVERY FOR AND AGREES NOT TO SEEK ANY RECOVERY FOR ANY LOSS SUFFERED AS A RESULT OF ANY BREACH OF ANY COVENANT, OBLIGATION, REPRESENTATION OR WARRANTY IN THIS AGREEMENT OR THE FAILURE OF THE TRANSACTION TO BE CONSUMMATED, OR IN RESPECT OF ANY ORAL REPRESENTATION MADE OR ALLEGED TO HAVE BEEN MADE IN CONNECTION HEREWITH AND (B) THE MAXIMUM AGGREGATE MONETARY LIABILITY THAT THE BUYER RELATED PARTIES SHALL HAVE IN CONNECTION WITH SUCH LOSS SHALL BE THE FORFEITURE OF THE DEPOSIT AMOUNT IN ACCORDANCE WITH THIS SECTION 9.02.

9.03 **Return of Records Upon Termination.** Upon termination of this Agreement, (a) Buyer shall promptly return to Seller or destroy all title, engineering, geological and geophysical data, environmental assessments and reports, maps, documents and other

information furnished by Seller to Buyer in connection with its due diligence investigation of the Assets in accordance with the Confidentiality Agreement and (b) an officer of Buyer shall certify Buyer's compliance with the preceding clause (a) to Seller in writing.

ARTICLE 10
INDEMNIFICATION; REMEDIES

10.01 **Survival.** The survival periods for the various representations, warranties, covenants and agreements contained herein shall be as follows: (a) Fundamental Representations shall survive indefinitely, (b) the representations and warranties in Section 3.04 shall survive for the applicable statute of limitations plus sixty (60) days, (c) the special warranty of Defensible Title set forth in the Instruments of Conveyance shall survive for thirty-six (36) months after Closing, (d) all covenants and agreements of Seller to be performed at or following the Closing shall survive until fully performed, (e) all other representations and warranties and pre-closing covenants and agreements of Seller shall survive for twelve (12) months after Closing; *provided*, that the covenants of Buyer and Seller set forth in Section 13.02 shall survive for the applicable statute of limitations plus sixty (60) days and (f) all other representations, warranties, covenants and agreements of Buyer shall survive indefinitely. Representations, warranties, covenants and agreements shall be of no further force and effect after the date of their expiration; *provided* that there shall be no termination of any bona fide claim asserted pursuant to this Agreement with respect to such a representation, warranty, covenant or agreement prior to its expiration date. The indemnities in Sections 10.02(a), 10.02(b), 10.03(a) and 10.03(b) shall terminate as of the termination date of each respective representation, warranty, covenant or agreement that is subject to indemnification thereunder, except in each case as to matters for which a specific written claim for indemnity has been delivered to the indemnifying person on or before such termination date. The indemnities in Section 10.02(c) (with respect only to clauses (a), (b), (c) and (i) in the definition of Retained Liabilities) shall terminate eighteen (18) months following the Closing Date. The indemnities in Section 10.02(c) (with respect only to clause (f) in the definition of Retained Liabilities) shall survive for the applicable statute of limitations plus sixty (60) days. The indemnities in Section 10.02(c) (with respect to Retained Liabilities other than those described in clauses (a), (b), (c), (f) and (i) in the definition of Retained Liabilities) shall continue indefinitely. All other indemnities, and all other provisions of this Agreement, shall survive the Closing without time limit except as may otherwise be expressly provided herein.

10.02 **Indemnification and Payment of Damages by Seller.** Except as otherwise limited in this Article 10, from and after the Closing, Seller shall defend, release, indemnify, and hold harmless Buyer Group from and against, and shall pay to the Buyer Group the amount of, any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of their respective rights under this Agreement arising from, based upon, related to, or associated with:

(a) any Breach of any representation or warranty made by Seller in this Agreement, or in any certificate delivered by Seller pursuant to this Agreement;

(b) any Breach by Seller of any covenant, obligation, or agreement of Seller in this Agreement;

(c) the Retained Liabilities;

(d) the use, ownership or operation of the Excluded Assets; and

(e) the use, ownership or operation of the Retained Assets.

Notwithstanding anything to the contrary contained in this Agreement, after the Closing, the remedies provided in this Article 10, Article 11 and Section 13.17, along with the special warranty of Defensible Title set forth in the Instruments of Conveyance, are Buyer Group's exclusive legal remedies against Seller with respect to this Agreement and the Contemplated Transactions, including Breaches of the representations, warranties, covenants, obligations, and agreements of the Parties contained in this Agreement or the affirmations of such representations, warranties, covenants, obligations, and agreements contained in the certificate delivered by Seller at Closing pursuant to Section 2.04, and, except for the remedies provided in this Article 10, Article 11 and Section 13.17, along with the special warranty of Defensible Title set forth in the Instruments of Conveyance, **BUYER RELEASES SELLER GROUP FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, PROCEEDINGS, OR OTHER LEGAL RIGHTS AND REMEDIES OF BUYER GROUP, KNOWN OR UNKNOWN, WHICH BUYER MIGHT NOW OR SUBSEQUENTLY HAVE, BASED ON, RELATING TO OR IN ANY WAY ARISING OUT OF THIS AGREEMENT, THE CONTEMPLATED TRANSACTIONS, THE OWNERSHIP, USE OR OPERATION OF THE ASSETS PRIOR TO THE CLOSING, OR THE CONDITION, QUALITY, STATUS, OR NATURE OF THE ASSETS PRIOR TO THE CLOSING, INCLUDING ANY AND ALL CLAIMS RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY OR VIOLATIONS OF ENVIRONMENTAL LAWS AND INCLUDING RIGHTS TO CONTRIBUTION UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, AS AMENDED, BREACHES OF STATUTORY OR IMPLIED WARRANTIES, NUISANCE, OR OTHER TORT ACTIONS, RIGHTS TO PUNITIVE DAMAGES, COMMON LAW RIGHTS OF CONTRIBUTION, AND RIGHTS UNDER INSURANCE MAINTAINED BY SELLER OR ANY OF SELLER'S AFFILIATES**. Nothing in this Agreement or otherwise shall release or relieve Seller for actual fraud.

10.03 **Indemnification and Payment of Damages by Buyer.** Except as otherwise limited in this Article 10 and Article 11, from and after the Closing, Buyer shall assume, be responsible for, pay on a current basis, and shall defend, release, indemnify, and hold harmless Seller Group from and against, and shall pay to Seller Group the amount of any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of their respective rights under this Agreement arising from, based upon, related to, or associated with:

(a) any Breach of any representation or warranty made by Buyer in this Agreement or in any certificate delivered by Buyer pursuant to this Agreement;

(b) any Breach by Buyer of any covenant, obligation, or agreement of Buyer in this Agreement;

(c) any Damages arising out of or relating to Buyer's and its representatives' access to the Assets and contracts, books and records and other documents and data relating thereto prior to the Closing, including Buyer's title and environmental inspections pursuant to Sections 11.01 and 11.10, including Damages attributable to personal injury, illness or death, or property damage arising from such access; and

(d) the Assumed Liabilities.

Notwithstanding anything to the contrary contained in this Agreement, from and after Closing, the remedies provided in this Article 10 and Section 13.17 are Seller Group's exclusive legal remedies for Buyer's Breaches, all other legal rights and remedies being expressly waived by Seller Group.

10.04 **Indemnity Net of Insurance.** The amount of any Damages for which an indemnified Party is entitled to indemnity under this Article 10 shall be reduced by the amount of insurance or indemnification proceeds actually received by the indemnified Party or its Affiliates with respect to such Damages (net of any collection costs, and excluding the proceeds of any insurance policy issued or underwritten, or indemnity granted, by the indemnified Party or its Affiliates).

10.05 **Limitations on Liability.**

(a) Except with respect to the Fundamental Representations and the representations and warranties included in Section 3.04, if the Closing occurs, Seller shall not have any liability for any indemnification under Section 10.02(a): (i) for any Damages with respect to any occurrence, claim, award or judgment that do not individually exceed One Hundred Thousand Dollars ($100,000) net to Seller's interest (the "Individual Claim Threshold"); or (ii) unless and until the aggregate Damages for which claim notices for claims meeting the Individual Claim Threshold are delivered by Buyer exceed two percent (2%) of the unadjusted Purchase Price, and then only to the extent such Damages exceed two percent (2%) of the unadjusted Purchase Price. Except with respect to the Fundamental Representations and the representations and warranties included in Section 3.04, in no event will Seller be liable for Damages indemnified under Section 10.02(a) to the extent such damages, exceed twenty percent (20%) of the unadjusted Purchase Price. Notwithstanding anything herein to the contrary, in no event will Seller's aggregate liability under this Agreement exceed one hundred percent (100%) of the unadjusted Purchase Price.

(b) Notwithstanding anything herein to the contrary, the obligations and rights of the Parties hereunder, and the Damages for which any Party is obligated to indemnify or entitled to indemnity under Section 11.02 or Section 11.03 shall be determined and calculated by excluding and without giving effect to any qualifiers as to materiality or other similar qualifiers set forth in any representation or warranty (including any bringdown of such representation or warranty in any certificate delivered pursuant to this Agreement).

(c) Notwithstanding anything in this Agreement to the contrary, Seller shall not be required to indemnify Buyer under Section 10.02(a) for any Asset Tax (or portion thereof) allocable to Buyer under Section 13.02(c) as a result of a breach by Seller of any representation or warranty set forth in Section 3.04, except to the extent the amount of such Asset Tax (or portion thereof) (i) exceeds the amount that would have been due absent such breach or (ii) was taken into account as an adjustment to the Purchase Price under Section 2.03, Section 2.05(c), Section 2.05(d) or Section 13.02(c)(iii).

10.06 **Procedure for Indemnification—Third Party Claims.**

(a) Promptly after receipt by an indemnified party under Section 10.02 or 10.03 of a Third Party claim for Damages or notice of the commencement of any Proceeding against it, such indemnified party shall, if a claim is to be made against an indemnifying Party under such Section, give notice to the indemnifying Party of the commencement of such claim or Proceeding, together with a claim for indemnification pursuant to this Article 10. The failure of any indemnified party to give notice of a Third Party claim or Proceeding as provided in this Section 10.06 shall not relieve the indemnifying Party of its obligations under this Article 10 except to the extent such failure results in insufficient time being available to permit the indemnifying Party to effectively defend against the Third Party claim or participate in the Proceeding or otherwise prejudices the indemnifying Party's ability to defend against the Third Party claim or participate in the Proceeding.

(b) If any Proceeding referred to in Section 10.06(a) is brought against an indemnified party and the indemnified party gives notice to the indemnifying Party of the commencement of such Proceeding, the indemnifying Party shall be entitled to participate in such Proceeding and, to the extent that it wishes (unless (i) the indemnifying Party is also a party to such Proceeding and the indemnified party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying Party fails to provide reasonable assurance to the indemnified party of its financial capacity to defend such Proceeding and provide indemnification with respect to such Proceeding), to assume the defense of such Proceeding with counsel reasonably satisfactory to the indemnified party, and, after notice from the indemnifying Party to the indemnified party of the indemnifying Party's election to assume the defense of such Proceeding, the indemnifying Party shall not, as long as it diligently conducts such defense, be liable to the indemnified party under this Article 10 for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently incurred by the indemnified party in connection with the defense of such Proceeding. Notwithstanding anything to the contrary in this Agreement, the indemnifying Party shall not be entitled to assume or continue control of the defense of any such Proceeding if (A) such Proceeding relates to or arises in connection with any criminal proceeding, (B) such Proceeding seeks an injunction or equitable relief against any indemnified Party, (C), in the case of an indemnification claim by Buyer pursuant to Section 10.02(a) (other than with respect to a Fundamental Representation) such Proceeding has or would reasonably be expected to result in Damages in excess of the amount set forth in Section 10.05 (i.e., twenty percent (20%) of the unadjusted Purchase Price), or (D) the indemnifying Party has failed or is failing to defend in good faith such Proceeding. If the indemnifying Party assumes the defense of a Proceeding, no compromise or settlement of such Third Party claims or Proceedings may be effected by the indemnifying Party without the indemnified party's prior written consent unless (A) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other Third Party claims that may be made against the indemnified party, and (B) the sole relief provided is monetary damages that are paid in full by the

indemnifying Party, and (C) the indemnified party shall have no liability with respect to any compromise or settlement of such Third Party claims or Proceedings effected without its consent.

10.07 **Procedure for Indemnification – Other Claims.** A claim for indemnification for any matter not involving a Third Party claim may be asserted by notice to the Party from whom indemnification is sought.

10.08 **Indemnification of Group Members.** The indemnities in favor of Buyer and Seller provided in Section 10.08 and Section 10.03, respectively, shall be for the benefit of and extend to such Party's present and former Group members. Any claim for indemnity under this Article 10 by any Group member other than Buyer or Seller must be brought and administered by the relevant Party to this Agreement. No indemnified party other than Buyer and Seller shall have any rights against either Seller or Buyer under the terms of this Article 10 except as may be exercised on its behalf by Buyer or Seller, as applicable, pursuant to this Section 10.08. Each of Seller and Buyer may elect to exercise or not exercise indemnification rights under this Section on behalf of the other indemnified party affiliated with it in its sole discretion and shall have no liability to any such other indemnified party for any action or inaction under this Section.

10.09 **Extent of Representations and Warranties.**

(a) **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CERTIFICATES DELIVERED BY SELLER AT CLOSING OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT, OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO BUYER (INCLUDING ANY OPINION, INFORMATION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO BUYER OR ITS AFFILIATES OR REPRESENTATIVES BY ANY AFFILIATES OR REPRESENTATIVES OF SELLER OR BY ANY INVESTMENT BANK OR INVESTMENT BANKING FIRM, ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, SELLER'S COUNSEL, OR ANY OTHER AGENT, CONSULTANT, OR REPRESENTATIVE OF SELLER). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CERTIFICATES DELIVERED BY SELLER AT CLOSING OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO (A) THE TITLE TO ANY OF THE ASSETS, (B) THE CONDITION OF THE ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), IT BEING DISTINCTLY UNDERSTOOD THAT THE ASSETS ARE BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS AS TO ALL MATTERS," (C) ANY INFRINGEMENT BY SELLER OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, (D) ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO BUYER BY OR ON BEHALF OF SELLER (INCLUDING THE EXISTENCE OR EXTENT OF HYDROCARBONS OR THE MINERAL RESERVES, THE RECOVERABILITY OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, AND THE ABILITY TO SELL HYDROCARBON PRODUCTION AFTER THE CLOSING), AND (E) THE ENVIRONMENTAL CONDITION AND OTHER CONDITION OF THE ASSETS AND ANY POTENTIAL LIABILITY ARISING FROM OR RELATED TO THE ASSETS.**

(b) Buyer acknowledges and affirms that it has made and prior to Closing will make its own independent investigation, analysis, and evaluation of the Contemplated Transactions and the Assets (including Buyer's own estimate and appraisal of the extent and value of Seller's Hydrocarbon reserves attributable to the Assets and an independent assessment and appraisal of the environmental risks associated with the acquisition of the Assets). Buyer acknowledges that in entering into this Agreement, it has relied on the aforementioned investigation and the express representations and warranties of Seller contained in this Agreement and the Seller Closing Documents. Buyer hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim, or commencing, instituting, or causing to be commenced, any Proceeding of any kind against Seller or its Affiliates, alleging facts contrary to the foregoing acknowledgment and affirmation.

10.10 **Compliance With Express Negligence Test.** **THE PARTIES AGREE THAT ANY INDEMNITY, DEFENSE, AND/OR RELEASE OBLIGATION ARISING UNDER THIS AGREEMENT SHALL APPLY WITHOUT REGARD TO THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF THE INDEMNIFIED PARTY, WHETHER ACTIVE, PASSIVE, JOINT, CONCURRENT, COMPARATIVE, CONTRIBUTORY OR SOLE, OR ANY PRE-EXISTING CONDITION, ANY BREACH OF CONTRACT OR BREACH OF WARRANTY, OR VIOLATION OF ANY LEGAL REQUIREMENT, EXCEPT TO THE EXTENT SUCH DAMAGES WERE OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY OR ANY GROUP MEMBER THEREOF, IT BEING THE PARTIES' INTENTION THAT DAMAGES TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY OR ANY GROUP MEMBER THEREOF NOT BE COVERED BY THE RELEASE, DEFENSE, OR INDEMNITY OBLIGATIONS IN THIS AGREEMENT.** The foregoing is a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

10.11 **Limitations of Liability.** Notwithstanding anything to the contrary contained in this Agreement, **IN NO EVENT SHALL SELLER OR BUYER EVER BE LIABLE FOR, AND EACH PARTY RELEASES THE OTHER FROM, ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR CLAIMS RELATING TO OR ARISING OUT OF THE CONTEMPLATED TRANSACTIONS OR THIS AGREEMENT**; *provided, however*, that any consequential, special, indirect, exemplary, or punitive damages recovered by a Third Party (including a Governmental Body, but excluding any Affiliate of any Group member) against a Person entitled to indemnity pursuant to this Article 10 shall be included in the Damages recoverable under such indemnity. Notwithstanding the foregoing, lost profits shall not be excluded by this provision as to recovery hereunder to the extent constituting direct Damages.

10.12 **No Duplication.** Any liability for indemnification hereunder shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability constituting a Breach of more than one representation, warranty, covenant, obligation, or agreement herein. Neither Buyer nor Seller shall be liable for indemnification with respect to any Damages based on any sets of facts to the extent the Purchase Price is being or has been adjusted pursuant to Section 2.05 by reason of the same set of facts.

10.13 **Disclaimer of Application of Anti-Indemnity Statutes.** Seller and Buyer acknowledge and agree that the provisions of any anti-indemnity statute relating to oilfield services and associated activities shall not be applicable to this Agreement and/or the Contemplated Transactions.

10.14 **Waiver of Right to Rescission.** Seller and Buyer acknowledge that, following the Closing, the payment of money, as limited by the terms of this Agreement, shall be adequate compensation for Breach of any representation, warranty, covenant or agreement contained herein or for any other claim arising in connection with or with respect to the Contemplated Transactions. As the payment of money shall be adequate compensation, following Closing, Seller and Buyer waive any right to rescind this Agreement or any of the transactions contemplated hereby.

10.15 **Joint and Several.** Each Seller shall be jointly and severally liable for each representation, warranty, covenant, agreement, indemnification obligation and Breach of this Agreement and the Seller Closing Documents by each other Seller.

ARTICLE 11
TITLE MATTERS AND ENVIRONMENTAL MATTERS; PREFERENTIAL PURCHASE RIGHTS; CONSENTS

11.01 **Title Examination and Access.** Buyer may make or cause to be made at its expense such examination as it may desire of Seller's title to the Assets. For such purposes, until the Closing, Seller shall give to Buyer and its Representatives access during Seller's regular hours of business to originals or copies (including electronic copies if available), of all of the Records, files, records, contracts, correspondence, maps, data, reports, plats, abstracts of title, lease files, well files, unit files, division order files, production marketing files, title opinions, title files, title records, ownership maps, surveys, and any other information, data, records, and files that Seller or its Affiliates have relating in any way to the title to the Assets, the past or present operation thereof, and the marketing of production therefrom, in accordance with, and subject to the limitations in, Section 5.01.

11.02 **Preferential Purchase Rights.**

(a) Seller shall, as promptly as practical but in no event later than ten (10) Business Days after the Execution Date, provide all notices necessary to comply with or obtain the waiver of all Preferential Purchase Rights which are applicable to the Contemplated Transactions prior to the Closing Date and in compliance with the contractual provisions applicable thereto. To the extent any such Preferential Purchase Rights are properly exercised by any holders thereof, then the Asset(s) subject to such Preferential Purchase Rights shall not be sold to Buyer and shall be excluded from the Assets and sale under this Agreement and shall be considered Retained Assets. The Purchase Price shall be adjusted downward by the Allocated Value of the Asset(s) so retained. On the Closing

Date, if the time period for exercising any Preferential Purchase Right has not expired, but no notice of waiver (nor of the exercise of such Preferential Purchase Right) has been received from the holder thereof, then the Asset(s) subject to such Preferential Purchase Right shall be included in the Closing, with no adjustment to the Purchase Price. After the Closing, if the holder of such Preferential Purchase Right exercises the Preferential Purchase Right, then Buyer shall convey the affected Asset(s) to such party, and shall receive the consideration for such affected Asset(s) directly from such party. If any holder of a Preferential Purchase Right initially elects to exercise that Preferential Purchase Right, but after the Closing Date, refuses to consummate the purchase of the affected Asset(s), then, subject to the Parties' respective rights and remedies as to the obligation to consummate the Contemplated Transactions, Buyer shall purchase such Asset(s) for the Allocated Value thereof (subject to the adjustments pursuant to Section 2.05), and the closing of such transaction shall take place on a date reasonably designated by Seller not more than one hundred eighty (180) days after the Closing Date. If such holder's refusal to consummate the purchase of the affected Asset(s) occurs prior to the Closing Date, then, subject to the Parties' respective rights and remedies as to the obligation to consummate the Contemplated Transactions, Buyer shall purchase the affected Asset(s) at the Closing in accordance with the terms of this Agreement.

(b) Within three (3) Business Days following the request of either Party, the Parties shall (i) amend this Agreement to exclude any Asset to the extent subject to a Preferential Purchase Right that has not been waived or disclaimed prior to the Execution Date (the "Pref Right Properties") and to reduce the Purchase Price by the Allocated Values of such Pref Right Properties and (ii) to enter into a separate purchase and sale agreement covering the sale of such Pref Right Properties from Seller to Buyer in exchange for the Allocated Values of such Pref Right Properties (the "Pref Right Purchase Agreement"). The Pref Right Purchase Agreement shall be on substantially the same terms and conditions as this Agreement but for such changes as are necessary to reflect the fact that the Pref Right Purchase Agreement only covers the Pref Right Properties. In addition to the conditions to Closing that will be set forth in Article 7 and Article 8 of the Pref Right Purchase Agreement, the obligations of each of the Parties to close the Pref Right Purchase Agreement shall be conditioned upon the Closing of this Agreement. In the event the owner of the preferential purchase right waives in writing its election to enter into the Pref Right Purchase Agreement, the Pref Right Purchase Agreement will be deemed terminated and this Agreement will be in full force and effect in the form of this Agreement as of the Execution Date.

11.03 **Consents.** Seller shall as promptly as practical, but in no event later than ten (10) Business Days after the Execution Date, provide all notices required to comply with or obtain all Consents in compliance with the contractual provisions applicable thereto required for the transfer of the Assets and in accordance with Section 5.04.

(a) If Seller fails to obtain any Consent necessary for the transfer of any Asset to Buyer, Seller's failure shall be handled as follows:

(i) If the Consent is not a Required Consent and has not been denied in writing, then the affected Assets shall nevertheless be conveyed at the Closing as part of the Assets. Any Damages that arise due to the failure to obtain such Consent shall be borne by Buyer.

(ii) If the Consent is a Required Consent or a Consent that has been denied in writing, the Purchase Price shall be adjusted downward by the Allocated Value of the affected Assets (which affected Assets shall include all Leases and Wells affected by the Applicable Contract or Lease for which a Consent is refused), and the affected Assets shall be treated as Retained Assets.

(b) Notwithstanding the provisions of Section 11.03(a), if Seller obtains a Consent described in Section 11.03(a)(ii) within one hundred eighty (180) days after the Closing, then Seller shall promptly deliver conveyances of the affected Asset(s) to Buyer and Buyer shall pay to Seller an amount equal to the Allocated Value of the affected Asset(s) in accordance with wire transfer instructions provided by Seller (subject to the adjustments set forth in Section 2.05).

11.04 **Title Defects.** Buyer shall notify Seller of Title Defects ("Title Defect Notice(s)") promptly after the discovery thereof, but in no event later than 5:00 p.m. Central Time on May 26, 2017 (the "Defect Notice Date"). To be effective, each Title Defect Notice shall be in writing and include (a) a description of the alleged Title Defect and the Lease or Well or portion thereof (including by the currently producing formation or Target Formation, as applicable) affected by such alleged Title Defect (each, a "Title Defect Property"), (b) the Allocated Value of each Title Defect Property, (c) supporting documents reasonably necessary for Seller to verify the existence of the alleged Title Defect, and (d) the amount by which Buyer reasonably believes the Allocated Value of each Title Defect Property is reduced by such alleged Title Defect and the computations upon which Buyer's belief is based (the "Title Defect Value"). To give Seller an opportunity to commence reviewing and curing Title Defects, Buyer agrees to use reasonable efforts to give Seller, on a weekly basis prior to the Defect Notice Date, written notice of all alleged Title Defects (as well as any claims that would be claims under the special warranty of Defensible Title set forth in the Instruments of Conveyance) discovered by Buyer during the preceding week; *provided*, that the failure to provide any such preliminary notice shall not affect Buyer's right to assert Title Defects at any time prior to the Defect Notice Date. Notwithstanding anything herein to the contrary, subject to Buyer's rights under the Instruments of Conveyance, Buyer forever waives, and Seller shall have no liability for, Title Defects not asserted by a Title Defect Notice meeting substantially all of the requirements set forth in the preceding sentence no later than 5:00 p.m. Central Time on the Defect Notice Date.

11.05 **Title Defect Value.** The Title Defect Value shall be determined pursuant to the following guidelines, where applicable:

(a) if the Parties agree on the Title Defect Value, then that amount shall be the Title Defect Value;

(b) if the Title Defect is an Encumbrance that is undisputed and liquidated in amount, then the Title Defect Value shall be the amount necessary to be paid to remove the Title Defect from the Title Defect Property;

(c) if the Title Defect with respect to a Well represents a discrepancy between (i) Seller's Net Revenue Interest for the Title Defect Property and (ii) the Net Revenue Interest set forth for such Title Defect Property in Schedule 2.07 (and Seller's Working Interest in the Well is decreased in the same or greater proportion), then the Title Defect Value shall be the product of the Allocated Value of such Title Defect Property, *multiplied* by a fraction, the numerator of which is the Net Revenue Interest decrease and the denominator of which is the Net Revenue Interest set forth for such Title Defect Property in Schedule 2.07;

(d) if the Title Defect with respect to a Well represents an increase of (i) Seller's Working Interest for any Title Defect Property over (ii) the Working Interest set forth for such Title Defect Property in Schedule 2.07 (except (A) increases resulting from contribution requirements with respect to defaulting co-owners from and after the Execution Date under applicable operating agreements, or (B) increases to the extent that such increases are accompanied by a proportionate increase in Seller's Net Revenue Interest), then the Title Defect Value shall be the product of the Allocated Value of such Title Defect Property, *multiplied* by a fraction, the numerator of which is the Working Interest increase and the denominator of which is the Working Interest set forth for such Well in Schedule 2.07;

(e) if the Title Defect with respect to a Lease results from a discrepancy where (i) the actual Net Acres for such Title Defect Property as to the Target Formation is less than (ii) the Net Acres set forth on Schedule 2.07 for such Title Defect Property, then the Title Defect value shall be calculated by multiplying the Net Acre deficiency for such Lease by the per-Net Acre Allocated Value; and

(f) if the Title Defect represents an obligation or Encumbrance upon or other defect in title to the Title Defect Property of a type not described above, then the Title Defect Value shall be determined by taking into account the Allocated Value of the Title Defect Property, the portion of the Title Defect Property affected by the Title Defect, the legal effect of the Title Defect, the potential economic effect of the Title Defect over the life of the Title Defect Property, the values placed upon the Title Defect by Buyer and Seller and such other reasonable factors as are necessary to make a proper evaluation.

In no event, however, shall the total of the Title Defect Values related to a particular Asset exceed the Allocated Value of such Asset. The Title Defect Value with respect to a Title Defect shall be determined without any duplication of any costs or losses included in any other Title Defect Value hereunder, or for which Buyer otherwise receives credit in the calculation of the Purchase Price.

11.06 **Seller's Cure or Contest of Title Defects.**

Seller may contest any asserted Title Defect or Buyer's good faith estimate of the Title Defect Value as described in Section 11.06(b) and may seek to cure any asserted Title Defect as described in Section 11.06(a).

(a) Seller shall have the right to cure any Title Defect on or before sixty (60) days after the Defect Notice Date (the "Title Defect Cure Period") by giving written notice to Buyer of its election to cure prior to the Closing Date. If Seller elects to cure and:

(i) actually cures the Title Defect ("Cure"), prior to the Closing, then the Asset affected by such Title Defect shall be conveyed to Buyer at the Closing, and no Purchase Price adjustment will be made for such Title Defect; or

(ii) does not cure the Title Defect prior to the Closing, then Seller shall:

(A) if Seller elects to cure the Title Defect, convey the affected Asset to Buyer and Buyer shall pay the Title Defect Value attributable to the affected Asset to the Escrow Agent at the Closing; *provided, however* that if Seller is unable to Cure the Title Defect by the end of the Title Defect Cure Period, then (i) Seller shall include a downward adjustment in the Final Settlement Statement equal to the Title Defect Value for such Asset and (ii) the Parties shall issue joint written instructions to the Escrow Agent to release such Title Defect Value to Buyer; or

(B) if and only if Buyer agrees to this remedy in its sole discretion, indemnify Buyer against all Damages (up to the Allocated Value of the applicable Title Defect Property) resulting from such Title Defect with respect to such Title Defect Property pursuant to an indemnity agreement prepared by Seller in a form and substance reasonably acceptable to Buyer.

(iii) If Seller does not elect to cure the Title Defect, subject to Seller's continuing right to dispute the Title Defect, Seller shall convey the affected Asset to Buyer at the Closing and the Purchase Price shall be adjusted in accordance with the terms of this Agreement.

(b) Seller and Buyer shall attempt to agree on the existence and Title Defect Value for all Title Defects. Representatives of the Parties, knowledgeable in title matters, shall meet during the Title Defect Cure Period for this purpose. However, either Party may at any time prior to the final resolution of the applicable Title Defect hereunder submit any disputed Title Defect or the Title Defect Value to arbitration in accordance with the procedures set forth in Section 11.15. If a contested Title Defect cannot be resolved prior to Closing, except as otherwise provided herein, the Asset affected by such Title Defect shall nevertheless be conveyed to Buyer at the Closing, and the Purchase Price will be adjusted downward in an amount equal to the Title Defect Value for such Asset; *provided, however*, that if the Title Defect Value as finally decided between the Parties or by the Expert, as applicable, is less than the Title Defect Value used for the Purchase Price adjustment, then Buyer shall include an upward adjustment in the Final Settlement Statement equal to the amount that the Title Defect Value (as of Closing) exceeds the Title Defect Value as finally determined.

11.07 **Limitations on Adjustments for Title Defects.** Notwithstanding the provisions of Sections 11.04, 11.05 and 11.06, other than with respect to the special warranty of Defensible

Title to be provided in the Instruments of Conveyance, Seller shall be obligated to adjust the Purchase Price to account for uncured Title Defects only to the extent that the sum of (x) the aggregate Title Defect Values of all uncured Title Defects (the "Aggregate Title Defect Value") (after taking into account any offsetting Title Benefit Values) *plus* (y) the Aggregate Environmental Defect Value exceeds the Aggregate Defect Deductible. In addition, if the Title Defect Value for any single Lease or Well is less than the De Minimis Title Defect Cost (and the aggregate of all Title Defect Values for all Title Defects based upon a single matter creating such Title Defect is less than the De Minimis Title Defect Cost), such value shall not be considered in calculating the Aggregate Title Defect Value.

11.08 **Title Benefits.** If Seller discovers any right, circumstance or condition that operates (a) to increase the Net Revenue Interest in any Well above that shown in Schedule 2.07, to the extent the same does not cause a greater than proportionate increase in Seller's Working Interest therein above that shown in Schedule 2.07, (b) to decrease the Working Interest of Seller in any Well below that shown in Schedule 2.07, to the extent the same causes a decrease in Seller's Working Interest that is proportionately greater than the decrease in Seller's Net Revenue Interest therein below that shown in Schedule 2.07, (d) to increase the Net Acres for a Lease as to the applicable Target Formation to an amount greater than the Net Acres for such Lease in Schedule 2.07 (each, a "Title Benefit"), then Seller shall, from time to time and without limitation, have the right, but not the obligation, to give Buyer written notice of any such Title Benefits (a "Title Benefit Notice"), as soon as practicable but not later than 5:00 p.m. Central Time on the Defect Notice Date, stating with reasonable specificity the Assets affected (the "Title Benefit Properties"), the particular Title Benefit claimed, and Seller's good faith estimate of the amount the additional interest increases the value of the affected Assets over and above that Asset's Allocated Value (the "Title Benefit Value"). Buyer shall also promptly furnish Seller with written notice of any Title Benefit (including a description of such Title Benefit and the Assets affected thereby with reasonable specificity which is discovered by any of Buyer or any of its Affiliates' Representatives, employees, title attorneys, landmen, or other title examiners. The Title Benefit Value of any Title Benefit shall be determined by the following methodology, terms and conditions (without duplication): (i) if the Parties agree on the Title Benefit Value, then that amount shall be the Title Benefit Value; (ii) if the Title Benefit represents a discrepancy between (A) Seller's Net Revenue Interest for any Well and (B) the Net Revenue Interest set forth for such Title Benefit Property in Schedule 2.07 then the Title Benefit Value shall be the product of the Allocated Value of such Title Benefit Property *multiplied* by a fraction, the numerator of which is the Net Revenue Interest increase and the denominator of which is the Net Revenue Interest set forth for such Title Benefit Property in Schedule 2.07; (iii) if the Title Benefit represents a decrease of (A) Seller's Working Interest for any Title Benefit Property below (B) the Working Interest set forth for such Title Benefit Property in Schedule 2.07, then the Title Benefit Value shall be the product of the Allocated Value of such Title Benefit Property, *multiplied* by a fraction, the numerator of which is the Working Interest decrease and the denominator of which is the Working Interest set forth for such Title Benefit Property in Schedule 2.07; (iv) if the Title Benefit represents an increase in Net Acres of a Lease set forth in Schedule 2.07, then the Title Benefit Amount shall be determined by multiplying the Net Acre increase with respect to such Lease by the per-Net Acre Allocated Value; and (v) if the Title Benefit is of a type not described above, then the Title Benefit Value shall be determined by taking into account the Allocated Value of the Title Benefit Property, the portion of such Title Benefit Property affected by such Title Benefit, the legal effect of the Title Benefit, the potential

economic effect of the Title Benefit over the life of such Title Benefit Property, the values placed upon the Title Benefit by Buyer and Seller and such other reasonable factors as are necessary to make a proper evaluation.

Seller and Buyer shall attempt to agree on the existence and Title Benefit Value for all Title Benefits on before the end of the Title Defect Cure Period. If Buyer agrees with the existence of the Title Benefit and Seller's good faith estimate of the Title Benefit Value, then the Aggregate Title Defect Value shall be offset by the amount of the Title Benefit Value. If the Parties cannot reach agreement by the end of the Title Defect Cure Period, the Title Benefit or the Title Benefit Value in dispute shall be submitted to arbitration in accordance with the procedures set forth in Section 11.15. Notwithstanding the foregoing, the Parties agree and acknowledge that there shall be no upward adjustment to the Purchase Price for any Title Benefit. If a contested Title Benefit cannot be resolved prior to the Closing, Seller shall convey the affected Asset to Buyer and Buyer shall pay for the Asset at the Closing in accordance with this Agreement as though there were no Title Benefits; *provided, however*, if the Title Benefit contest results in a determination that a Title Benefit exists, then the Aggregate Title Defect Value shall be adjusted downward by the Title Benefit Value as determined in such contest (which adjustment shall be made on the Final Settlement Statement).

11.09 **Buyer's Environmental Assessment.** Beginning on the Execution Date and ending at 5:00 p.m. Central Time on the Defect Notice Date, Buyer shall have the right, at its sole cost, risk, liability, and expense, to conduct a Phase I Environmental Site Assessment of the Assets. During Seller's regular hours of business and after providing Seller with written notice of any such activities no less than two (2) Business Days in advance (which written notice shall include the written permission of the operator (if other than Seller) and any applicable Third Party operator or other Third Party whose permission is legally required, which Seller shall reasonably cooperate with Buyer in securing), Buyer and its representatives shall be permitted to enter upon the Assets, inspect the same, review all of Seller's files and records (other than those for which Seller has an attorney-client privilege) relating to the Assets, and generally conduct visual, non-invasive tests, examinations, and investigations. No sampling or other invasive inspections of the Assets may be conducted prior to Closing without Seller's prior written consent. Buyer's access shall be in accordance with, and subject to the limitations in, Section 5.01. Notwithstanding anything in this Agreement to the contrary, if (a) Buyer is not granted access to any Asset to conduct its Phase I Environmental Site Assessment of the Assets or (b) Buyer determines in good faith that (based on the results of its Phase I Environmental Site Assessment) sampling or testing of environmental media or operation of equipment is recommended on an Asset and Buyer is not granted permission and access to conduct such activities, then Buyer may elect to exclude such Asset, together with all associated Assets, and reduce the Purchase Price by the Allocated Value of such Assets (which will become Retained Assets).

11.10 **Environmental Defect Notice.** Buyer shall notify Seller in writing of any Environmental Defect (an "Environmental Defect Notice") promptly after the discovery thereof, but in no event later than 5:00 p.m. Central Time on the Defect Notice Date. To be effective, an Environmental Defect Notice shall include: (i) the Lease(s) or Well(s) affected; (ii) a reasonably detailed description of the alleged Environmental Defect and the basis for such assertion under the terms of this Agreement; (iii) Buyer's good faith estimate of the Environmental Defect Value

with respect to such Environmental Defect; and (iv) appropriate documentation reasonably necessary for Seller to substantiate Buyer's claim and calculation of the Environmental Defect Value. Notwithstanding anything herein to the contrary, subject to Section 11.13, Buyer forever waives Environmental Defects not asserted by an Environmental Defect Notice meeting substantially all of the requirements set forth in the preceding sentence no later than 5:00 p.m. Central Time on the Defect Notice Date.

11.11 **Seller's Exclusion, Cure or Contest of Environmental Defects.** Seller, in its sole discretion, (x) may elect to exclude at Closing any Asset (which will become a Retained Asset) affected by an asserted Environmental Defect if the Environmental Defect Value with respect to such Environmental Defect equals or exceeds the Allocated Value of the affected Asset(s) and reduce the Purchase Price by the Allocated Value(s) thereof, (y) may contest any asserted Environmental Defect or Buyer's good faith estimate of the Environmental Defect Value as described in Section 11.11(b) and/or (z) may seek to remediate or cure any asserted Environmental Defect to the extent of the Lowest Cost Response as described in Section 11.11(a); *provided*, if the Environmental Defect Value agreed upon by the Parties or finally determined in accordance with Section 11.15 is equal to or exceeds the Allocated Value of the affected Assets, then Buyer may elect to exclude such affected Assets, together with all associated Assets, and reduce the Purchase Price by the Allocated Value of such Assets (which will become Retained Assets) (*provided* that if such agreement or final determination occurs following the Closing, then Buyer shall reassign such affected Assets to Seller pursuant to an assignment in form and substance reasonably acceptable to the Parties in exchange for the Allocated Value of such Assets).

(a) Seller shall have the right to remediate or cure an Environmental Defect to the extent of the Lowest Cost Response on or before the Closing Date by giving written notice to Buyer to that effect prior to the Closing Date. If Seller elects to pursue remediation or cure as set forth in this clause (a), Seller shall implement such remediation or cure in a manner that is in compliance with all applicable Legal Requirements in a prompt and timely fashion for the type of remediation or cure. If Seller elects to pursue remediation or cure and:

    (i) completes a Complete Remediation of an Environmental Defect prior to the Closing Date, the affected Lease(s) or Well(s) shall be included in the Assets conveyed at Closing, and no Purchase Price adjustment will be made for such Environmental Defect;

    (ii) does not complete a Complete Remediation prior to the Closing Date, unless Seller or Buyer elects to exclude such Asset(s) in accordance with this Section 11.11, then Seller shall convey the affected Asset(s) to Buyer and the Purchase Price shall be reduced by the Environmental Defect Value of the affected Asset(s).

(b) Seller and Buyer shall attempt to agree on the existence and Environmental Defect Value of all Environmental Defects. Representatives of the Parties, knowledgeable in environmental matters, shall meet for this purpose. However, a Party may at any time prior to the final resolution of the applicable Environmental Defect hereunder elect to

submit any disputed item to arbitration in accordance with the procedures set forth in Section 11.15. If a contested Environmental Defect cannot be resolved prior to the Closing, subject to the terms of this Section 11.11 the affected Lease(s) or Well(s) (together with any other Assets appurtenant thereto) shall be included with the Assets conveyed to Buyer at Closing and the Purchase Price shall be reduced by the estimated Environmental Defect Value set forth in the Environmental Defect Notice for such contested Environmental Defect, and the final determination of the Environmental Defect and/or Environmental Defect Value shall be resolved pursuance to Section 11.15.

11.12 **Limitations.** Notwithstanding the provisions of Sections 11.10 and 11.11, no adjustment to the Purchase Price for Environmental Defect Values shall be made unless and until the sum of (x) the aggregate value of all Environmental Defect Values (the "Aggregate Environmental Defect Value") *plus* (y) the Aggregate Title Defect Value (after taking into account any offsetting Title Benefit Values) exceeds the Aggregate Defect Deductible. If the Environmental Defect Value with respect to any single Environmental Defect is less than the De Minimis Environmental Defect Cost, such cost shall not be considered in calculating the Aggregate Environmental Defect Value.

11.13 **Exclusive Remedies.** The rights and remedies granted to Buyer in this Agreement are the exclusive rights and remedies against Seller related to any Environmental Condition, or Damages related thereto. **EXCEPT AS SET FORTH IN THIS AGREEMENT, BUYER EXPRESSLY WAIVES, AND RELEASES SELLER GROUP FROM, ANY AND ALL OTHER RIGHTS AND REMEDIES IT MAY HAVE UNDER ENVIRONMENTAL LAWS AGAINST SELLER REGARDING ENVIRONMENTAL CONDITIONS, WHETHER FOR CONTRIBUTION, INDEMNITY, OR OTHERWISE.** The foregoing is a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

11.14 **Casualty Loss and Condemnation.** If, after the Execution Date but prior to Closing Date, any portion of the Assets is destroyed or damaged by fire or other casualty or is expropriated or taken in condemnation or under right of eminent domain (a "Casualty Loss"), subject to Section 7.08 and Section 8.08, this Agreement shall remain in full force and effect, and Buyer shall nevertheless be required to close the Contemplated Transactions. In the event that the amount of the costs and expenses associated with repairing or restoring the Assets affected by such Casualty Loss exceeds Five Hundred Thousand Dollars ($500,000) net to Seller's interest, (a) Seller must elect by written notice to Buyer prior to Closing either to (x) cause the Assets affected by such Casualty Loss to be repaired or restored, at Seller's sole cost prior to the Closing Date, or (y) reduce the Purchase Price by the amount of the Casualty Loss and (b) Seller shall retain all rights to insurance and other claims against Third Parties with respect to the applicable Casualty Loss except to the extent the Parties otherwise agree in writing. With respect to all other Casualty Losses, Seller shall assign and subrogate to Buyer all rights to insurance and other claims with respect to such Casualty Losses.

11.15 **Expert Proceedings.**

(a) Each matter referred to this Section 11.15 (a "Disputed Matter") shall be conducted in accordance with the Commercial Arbitration Rules of the AAA as supplemented to the

extent necessary to determine any procedural appeal questions by the Federal Arbitration Act (Title 9 of the United States Code), but only to the extent that such rules do not conflict with the terms of this Section 11.15. Any notice from one Party to the other referring a dispute to this Section 11.15 shall be referred to herein as an "Expert Proceeding Notice".

(b) The arbitration shall be held before a one member arbitration panel (the "Expert"), mutually agreed by the Parties. The Expert must (a) be a neutral party who has never been an officer, director or employee of or performed material work for a Party or any Party's Affiliate within the preceding five (5)-year period and (b) agree in writing to keep strictly confidential the specifics and existence of the dispute as well as all proprietary records of the Parties reviewed by the Expert in the process of resolving such dispute. The Expert must have not less than fifteen (15) years' experience as a lawyer in the State of Wyoming with experience in exploration and production issues. If disputes exist with respect to both title and environmental matters, the Parties may mutually agree to conduct separate arbitration proceedings with the title disputes and environmental disputes being submitted to separate Experts. If, within five (5) Business Days after delivery of an Expert Proceeding Notice, the Parties cannot mutually agree on an Expert, then within seven (7) Business Days after delivery of such Expert Proceeding Notice, each Party shall provide the other with a list of three (3) acceptable, qualified experts, and within ten (10) Business Days after delivery of such Expert Proceeding Notice, the Parties shall each separately rank from one through six in order of preference each proposed expert on the combined lists, with a rank of one being the most preferred expert and the rank of six being the least preferred expert, and provide their respective rankings to the Dallas office of the AAA. Based on those rankings, the AAA will appoint the expert with the combined lowest numerical ranking to serve as the Expert for the Disputed Matters. If the rankings result in a tie or the AAA is otherwise unable to determine an Expert using the Parties' rankings, the AAA will appoint an arbitrator from one of the Parties' lists as soon as practicable upon receiving the Parties' rankings. Each Party will be responsible for paying one-half (1/2) of the fees charged by the AAA for the services provided in connection with this Section 11.15(b).

(c) Within five (5) Business Days following the receipt by either Party of the Expert Proceeding Notice, the Parties will exchange their written description of the proposed resolution of the Disputed Matters. Provided that no resolution has been reached, within five (5) Business Days following the selection of the Expert, the Parties shall submit to the Expert the following: (i) this Agreement, with specific reference to this Section 11.15 and the other applicable provisions of this Article 11, (ii) Buyer's written description of the proposed resolution of the Disputed Matters, together with any relevant supporting materials, (iii) Seller's written description of the proposed resolution of the Disputed Matters, together with any relevant supporting materials, and (iv) the Expert Proceeding Notice.

(d) The Expert shall make its determination by written decision within fifteen (15) days following receipt of the materials described in Section 11.15(c) above (the "Expert Decision"). The Expert Decision with respect to the Disputed Matters shall be limited to the selection of the single proposal for the resolution of the aggregate Disputed Matters

proposed by a Party that best reflects the terms and provisions of this Agreement, *i.e.*, the Expert must select either Buyer's proposal or Seller's proposal for resolution of the aggregate Disputed Matters.

(e) The Expert Decision shall be final and binding upon the Parties, without right of appeal, absent manifest error. In making its determination, the Expert shall be bound by the rules set forth in this Article 11. The Expert may consult with and engage disinterested Third Parties to advise the Expert, but shall disclose to the Parties the identities of such consultants. Any such consultant shall not have worked as an employee or consultant for either Party or its Affiliates during the five (5)-year period preceding the arbitration nor have any financial interest in the dispute.

(f) The Expert shall act as an expert for the limited purpose of determining the specific matters submitted for resolution herein and shall not be empowered to award damages, interest, or penalties to either Party with respect to any matter. Each Party shall bear its own legal fees and other costs of preparing and presenting its case. All costs and expenses of the Expert shall be borne by the non-prevailing Party in any such arbitration proceeding.

ARTICLE 12
EMPLOYMENT MATTERS

12.01 **Seller Benefit Plans**. Effective as of his or her Employee Start Date, each Continuing Employee shall cease to accrue further benefits and shall cease to be an active participant under the Seller Benefit Plans. Buyer shall not assume any of the Seller Benefit Plans. From and after each Continuing Employee's Employee Start Date, Seller and its ERISA Affiliates shall retain and shall be solely responsible for all obligations and liabilities under the Seller Benefit Plans, and neither Buyer nor its Affiliates shall have any obligation, liability or responsibility from and after such Continuing Employee's Employee Start Date to or under the Seller Benefit Plans, whether such obligation, liability or responsibility arose before, on or after such Continuing Employee's Employee Start Date.

12.02 **Pre-Employee Start Date Claims under Seller Benefit Plans and Accrued Vacation Balances**.

(a) To the extent that an Available Employee was a participant in a Seller Benefit Plan, the Seller Benefit Plans shall be responsible for providing welfare benefits (including medical, hospital, dental, accidental death and dismemberment, life, disability and other similar benefits) to any participating Available Employees for all claims incurred prior to his or her Employee Start Date under and subject to the terms and conditions of such plans. For purposes of this Section 12.02, a claim is incurred with respect to (i) accidental death and dismemberment, disability, life and other similar benefits when the event giving rise to such claim occurred and (ii) medical, hospital, dental and other similar benefits when the services with respect to such claim are rendered; *provided*, that all services related to a continuous period of hospitalization shall be deemed to be rendered upon the commencement of such period.

(b) Seller shall pay each Continuing Employee's accrued and unused vacation balance (the "Accrued Vacation Balances"), in each case, to the extent such Accrued Vacation Balance existed immediately prior to such Continuing Employee's Employee Start Date, in accordance with applicable Legal Requirements.

12.03 **Available Employees' Offers and Post-Employee Start Date Employment and Benefits**.

(a) Following the Execution Date, Seller shall provide Buyer reasonable access to the Available Employees.

(b) Within two (2) Business Days of the Execution Date, Seller will provide Buyer with a list that sets forth the name of each Available Employee, and for each such individual, his or her name, job title, annualized salary or hourly wage, bonus eligibility/target, long-term incentive eligibility/target, vacation eligibility, hire date/start date, leave status (including expected duration of any leave), and details of any visa (the "Available Employee List"), which Available Employee List shall (i) be consistent with the employee schedules provided to Buyer prior to the Execution Date and (ii) not include more than 32 individuals.

(c) Beginning seven (7) Business Days following the Execution Date, Buyer or its Affiliate may make written offers of employment to each of the Available Employees to whom Buyer or its Affiliate elects to make an offer of employment, with such offers providing for an Employee Start Date of the Closing Date. Each offer of employment shall provide the applicable Available Employee at least five (5) Business Days to either accept or reject such offer. No later than the date that is three (3) Business Days prior to the anticipated Closing Date, Buyer shall notify Seller as to each Available Employee who has accepted an offer from Buyer or any of its Affiliates, which acceptance shall be conditioned upon the occurrence of the Closing and effective as of the Employee Start Date and may be conditioned on other typical hiring policies, and each Available Employee who has rejected Buyer's or its Affiliate's offer of employment. Buyer shall indemnify and hold harmless Seller and its Affiliates with respect to all claims and Liabilities relating to or arising out of Buyer's or its Affiliate's employee selection and employment offer process described in this Section 12.03 (including any claim of discrimination or other illegality in such selection and offer process).

(d) Each Available Employee who is actively at work as of the Closing Date or is on a previously scheduled and approved (by Seller or its Affiliates) short-term disability, long-term disability, workers' compensation or other approved leave of absence and accepts an offer of employment from Buyer or its Affiliate and, in each instance, assumes employment with Buyer or its Affiliate is referred to as a "Continuing Employee." The date that a Continuing Employee begins employment with Buyer or its Affiliate is referred to as his or her "Employee Start Date." During the twelve (12) month period immediately following the Closing Date that a Continuing Employee is employed by Buyer or its Affiliate, such Continuing Employee will be provided, (i) base salary or hourly wage rate at least equal to the base salary or hourly wage rate provided to the Available Employee as of the Execution Date; (ii) reemployment or hiring opportunities, as applicable, to those Available Employees (if any) identified in the Available Employee List as "Inactive Available Employees" (*provided* that, Seller shall have the right until Closing to amend the Available Employee List to designate any Available Employee as an

Inactive Available Employee if such employee becomes an Inactive Available Employee following delivery of the Available Employee List) who are not actively at work as of the Closing Date due to short-term disability, workers' compensation or other approved leave of absence, with such reemployment or hiring to be effective as of the date, if any, each such Inactive Available Employee has been cleared for and returns to active employment and to be in a position comparable to that which such Inactive Available Employee has prior to the commencement of his or her absence from active employment (so long as such date occurs within 120 days following the Closing Date or such longer time as may be required by any applicable Legal Requirement); and (iii) cash severance benefit opportunities for each Continuing Employee who is terminated or is subject to a reduction in base pay or relocation of more than fifty (50) miles during the twelve (12) month period immediately following the Employee Start Date as provided in (and subject to release of claim requirements in favor of Buyer and its Affiliates comparable to those within) the Severance Plan; *provided* that nothing in the foregoing shall affect the right of Buyer or its Affiliates to terminate the employment of a Continuing Employee for any reason or at any time. Seller retains the right to terminate the employment of a Continuing Employee for any reason or at any time prior to the Employee Start Date. On or before the Employee Start Date of each Continuing Employee, Seller shall take all necessary action to fully vest as of such date such Continuing Employee's account balances and other benefits under all Seller Benefit Plans, if any, that (x) are employee pension benefit plans (as such term is defined in Section 3(2) of ERISA) or (y) provide equity-based awards.

(e) Buyer or its Affiliate shall cause each Continuing Employee and his or her eligible dependents (including all such employee's dependents covered immediately prior to the Employee Start Date by a group health plan maintained by Seller or its Affiliates) to be eligible to be covered under a group health plan maintained by Buyer or its Affiliate that (i) provides medical and dental benefits coverage to such Continuing Employee and such eligible dependents effective as of the first day of the calendar month following such Continuing Employee's Employee Start Date (unless such Continuing Employee's Employee Start Date is the first day of a calendar month, in which case, such coverage shall be effective immediately as of such Continuing Employee's Employee Start Date) and (ii) credits such Continuing Employee, for the year during which such coverage under such group health plan begins, for any deductibles incurred during such year under a group health plan maintained by Seller or its Affiliates.

(f) Buyer or its Affiliate shall recognize full service credit for all purposes (other than (i) to the extent that such credit would result in duplication of benefits with respect to the same period of service, (ii) credit for any equity or incentive compensation plan or arrangement maintained by Buyer or its Affiliates, (iii) for benefit accrual purposes under any defined benefit pension plan) under all vacation, employee benefit plans, policies and arrangements made available to Continuing Employees by Buyer or any of its Affiliates on or after his or her Employee Start Date to the same extent such Continuing Employee's service was recognized under the corresponding type of benefit plans in which such Continuing Employee participated immediately prior to his or her Employee Start Date, including the severance benefit determinations as set forth in the Severance Plan.

12.04 **Savings Plans**. Effective as of the Closing Date, Buyer shall, or shall cause one of its Affiliates to, establish or maintain defined contribution pension plan (or plans) and trust (or trusts) intended to qualify under Sections 401(a) and 501(a) of the Code in which all Continuing

Employees shall be eligible to participate (the "Buyer Savings Plan") as of their respective Employee Start Dates. Buyer or one of its Affiliates shall cause the Buyer Savings Plan to accept the direct rollover of electing Continuing Employees' benefits in cash from any tax-qualified defined contribution plans maintained by any Seller Party or their respective Affiliates (each, a "Seller Savings Plan"); provided that such direct rollover consists of the full balance (rather than a portion of the balance) of such account. Prior to the Closing Date, Seller shall take such actions, if any, as may be necessary to permit the continuation of loan repayments after such date by each Continuing Employee if he or she has an outstanding loan from any Seller Savings Plan. Such loan repayments shall be made directly by the Continuing Employee to the applicable Seller Savings Plan and shall be permitted so long as the Continuing Employee remains employed by Buyer or any of its Affiliates.

12.05 **Post-Employee Start Date Employment Claims**. Buyer shall indemnify, defend and hold Seller and its Affiliates harmless from and against any and all liability of any kind or nature involving or related to the employment of each Continuing Employee by Buyer or its Affiliate after his or her Employee Start Date, including any liability related to any employee benefit plan sponsored or maintained by Buyer or its ERISA Affiliates after the Employee Start Date. Seller shall indemnify, defend and hold Buyer and its Affiliates harmless from and against any and all liability of any kind or nature or related to (a) the employment of any Available Employee who does not become a Continuing Employee, including any liability related to any Seller Benefit Plan and (b) the employment of the Continuing Employees by Seller or its Affiliate before his or her Employee Start Date, including any liability related to any employee benefit plan sponsored or maintained by any Seller Party or any of their respective ERISA Affiliates before the Employee Start Date. Any Available Employee who rejects Buyer's or its Affiliate's offer of employment in Section 12.03 will not be eligible for severance under Seller's Severance Plan.

12.06 **Buyer Welfare Plans**. Buyer shall cause the waiver of all limitations as to pre-existing conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to the Continuing Employees. Buyer shall provide continuation health care coverage to Continuing Employees and their qualified beneficiaries who incur a qualifying event, in accordance with the continuation health care coverage requirements of Section 4980B of the Code and Title I, Subtitle B, Part 6 of ERISA ("COBRA") or any similar provisions of state Legal Requirement, on or after the Employee Start Date.

12.07 **WARN Act**. From the date of this Agreement until the final Employee Start Date, Seller shall not and shall cause its Affiliates not to, terminate the employment of any Available Employees such that a "plant closing" or "mass layoff" (as those terms are defined in the WARN Act or any similar state Legal Requirement) occurs prior to the final Employee Start Date without complying with the WARN Act. Buyer agrees to provide any notice to each Continuing Employee required under the WARN Act or any similar state Legal Requirement with respect to any "plant closing" or "mass layoff" affecting such Continuing Employee that may occur on or after his or her Employee Start Date.

12.08 **No Third Party Beneficiary Rights**. Nothing herein, expressed or implied, shall confer upon any Available Employees (or any of their beneficiaries or alternate payees) any rights or remedies (including any right to employment or continued employment, or any right to

compensation or benefits for any period) of any nature or kind whatsoever, under or by reason of this Agreement or otherwise. In addition, the provisions of this Article 12, are for the sole benefit of the Parties and are not for the benefit of any Third Party. Nothing in this Article 12, express or implied, shall be (a) deemed an amendment of any Seller Benefit Plan providing benefits to any Available Employee, or (b) construed to prevent Buyer or its Affiliates from terminating or modifying to any extent or in any respect any employee benefit plan that Buyer or its Affiliates may establish or maintain.

12.09 **Severance Obligation**. If any Available Employee is entitled to severance benefits under the Seller's Severance Plan as a result of a Qualifying Termination caused by the failure of Buyer or its Affiliate to give an offer of employment to such Available Employee or the failure of Buyer to give an offer of employment to the Available Employee that would avoid a Qualifying Termination, Buyer will reimburse Seller for fifty percent (50%) of the amount of severance benefits paid to such Available Employee pursuant to Seller's Severance Plan, which payment shall be made within thirty (30) days following Buyer's receipt of a written invoice from Seller detailing the applicable severance benefits paid, which invoice (or invoices) shall be provided by Seller to Buyer within fifteen (15) days after the date that Seller or its Affiliate has paid to the applicable Available Employee(s) the severance benefits that are subject to the reimbursement described in this Section 12.09. Notwithstanding the foregoing, Buyer will be obligated to provide such reimbursement only if an Available Employee's Qualifying Termination occurs within thirty (30) days of the Closing Date.

ARTICLE 13
GENERAL PROVISIONS

13.01 **Records.** Seller, at Buyer's cost and expense, shall deliver (a) all electronic Records to Buyer as soon as practical on or following the Closing Date (and shall use commercially reasonable efforts to deliver such electronic Records no later than three (3) Business Days following the Closing Date) and (b) originals (or copies where no original exists) of all other Records to Buyer (FOB Seller's office) within thirty days after the Closing; *provided* that Seller is entitled to retain the original Records related to accounting and Asset Taxes prior to the Effective Time and may provide Buyer with a copy in lieu of the original Record. With respect to any other original Records delivered to Buyer, subject to Section 13.13, (a) Seller shall be entitled to retain copies of such Records, and (b) Buyer shall retain any such original Records for at least seven (7) years beyond the Closing Date, during which seven (7)-year period Seller shall be entitled to obtain access to such Records, at reasonable business hours and upon prior notice to Buyer, so that Seller may make copies of such original Records, at its own expense, as may be reasonable or necessary for Tax purposes or in connection with any Proceeding or Threatened Proceeding against Seller.

13.02 **Expenses and Taxes.**

(a) Expenses. Except as otherwise expressly provided in this Agreement, each Party to this Agreement shall bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants. However, the prevailing Party in any Proceeding brought under or to enforce this

Agreement, excluding any expert proceeding pursuant to Section 11.15 or Section 2.05(d), shall be entitled to recover court costs and arbitration costs, as applicable, and reasonable attorneys' fees from the non-prevailing Party or Parties, in addition to any other relief to which such Party is entitled.

(b) Transfer Taxes and Fees.

(i) The Parties acknowledge and agree that no Transfer Taxes will become due as a result of, or in connection with, the transfer of the Assets pursuant to this Agreement, and neither Party shall take any position inconsistent therewith unless required to do so by any applicable Legal Requirement; *provided*, *however*, that if any Transfer Taxes are asserted by any taxing authority in connection with the transfer of the Assets pursuant to this Agreement, (A) Buyer shall, at Seller's expense, cooperate with Seller in any Proceedings related to such Transfer Taxes and (B) to the extent any such Transfer Taxes are determined to be due, Seller shall pay to the appropriate taxing authority, or promptly reimburse Buyer for, any such Transfer Taxes.

(ii) Notwithstanding anything to the contrary in the preceding clause (i), any and all required documentary, filing and recording fees and expenses in connection with the filing and recording of the assignments, conveyances or other Instruments of Conveyance required to convey title to the Assets to Buyer shall be borne by Buyer.

(c) Asset Taxes.

(i) Seller shall be allocated and bear all Asset Taxes attributable to (A) any Tax period ending prior to January 1, 2017, and (B) the portion of any Straddle Period ending immediately prior to January 1, 2017. Buyer shall be allocated and bear all Asset Taxes attributable to (x) any Tax period beginning on or after January 1, 2017, and (y) the portion of any Straddle Period beginning on January 1, 2017.

(ii) For purposes of determining the allocations described in Section 13.02(c)(i), (A) Asset Taxes that are attributable to the severance or production of Hydrocarbons (other than such Asset Taxes described in clause (C), below) shall be allocated to the period in which the severance or production giving rise to such Asset Taxes occurred, (B) Asset Taxes that are based upon or related to sales or receipts or imposed on a transactional basis (other than such Asset Taxes described in clause (A) or (C)), shall be allocated to the period in which the transaction giving rise to such Asset Taxes occurred, and (C) Asset Taxes that are ad valorem, property or other Asset Taxes imposed on a periodic basis pertaining to a Straddle Period shall be allocated between the portion of such Straddle Period ending immediately prior to January 1, 2017 and the portion of such Straddle Period beginning on January 1, 2017 by prorating each such Asset Tax based on the number of days in the applicable Straddle Period that occur before January 1, 2017, on the one hand, and the number of days in such Straddle Period that occur on or after January 1, 2017, on the other hand. Notwithstanding anything in this Section 13.02(c)(ii) to

the contrary, Gross Products Taxes shall be deemed attributable to the period during which the production giving rise to the Gross Products Taxes occurs, and liability therefor apportioned between the Parties in accordance with the production attributable to their relative ownership prior to or after January 1, 2017, as applicable. For the avoidance of doubt, (x) Gross Products Taxes based on the value of production of Hydrocarbons that occurs prior to January 1, 2017, shall be allocated entirely to Seller and (y) Gross Products Taxes based on the value of 2017 production of Hydrocarbons and payable in 2018 and 2019 ("2017 Gross Products Taxes") shall be allocated entirely to Buyer.

(iii) To the extent the actual amount of an Asset Tax is not known at the time an adjustment is to be made with respect to such Asset Tax pursuant to Section 2.03, Section 2.05(c) or Section 2.05(d), as applicable, the Parties shall utilize the most recent information available in estimating the amount of such Asset Tax for purposes of such adjustment. To the extent the actual amount of an Asset Tax (or the amount thereof paid or economically borne by a Party) is ultimately determined to be different than the amount (if any) that was taken into account in the Final Settlement Statement as finally determined pursuant to Section 2.05(d), timely payments will be made from one Party to the other to the extent necessary to cause each Party to bear the amount of such Asset Tax that is allocable to such Party under this Section 13.02(c).

(d) Tax Returns and Payments. Except as required by applicable Legal Requirements or as otherwise provided in the Transition Services Agreement:

(i) Seller shall be responsible for timely paying, or withholding and remitting, as applicable, (A) all Asset Taxes that are based on production of Hydrocarbons occurring on or prior to the Closing Date (including, for the avoidance of doubt, all Gross Products Taxes attributable to production that occurs prior to January 1, 2017, and all 2017 Gross Products Taxes attributable to production that occurs from January 1, 2017 through and including the Closing Date), (B) all Asset Taxes (other than the Asset Taxes described in clause (A)) that are ad valorem or property Taxes imposed on a periodic basis relating to any Tax period that ends before or includes the Effective Time, and (C) all other Asset Taxes required to be paid on or prior to the Closing Date, and Seller shall file with the appropriate Governmental Body any and all Tax Returns required to be filed with respect to such Asset Taxes. Seller shall provide Buyer with evidence reasonably satisfactory to Buyer of the payment of all Asset Taxes described in this Section 13.02(d)(i)(A) and (B) within ten (10) Business Days after Seller's payment thereof.

(ii) Buyer shall be responsible for timely paying, or withholding and remitting, as applicable, (A) all Asset Taxes that are based on production of Hydrocarbons occurring from June 1, 2017 through December 31, 2017 (including, for the avoidance of doubt, all 2017 Gross Products Taxes attributable to production that occurs from June 1, 2017 through December 31, 2017) and (B) all other Asset Taxes relating to any Tax period that ends before or includes the Effective Time

that are required to be paid after the Closing Date (except, in each case, to the extent such Taxes are required to be paid, withheld or remitted by Seller in accordance with Section 13.02(d)(i)), and Buyer shall file with the appropriate Governmental Body any and all Tax Returns required to be filed with respect to such Asset Taxes.

(iii) The Parties agree that (x) this Section 13.02(d) is intended to solely address the timing and manner in which certain Tax Returns relating to Asset Taxes are filed and the Asset Taxes shown thereon are paid to the applicable taxing authority, and (y) nothing in this Section 13.02(d) shall be interpreted as altering the manner in which Asset Taxes are allocated to and economically borne by the Parties.

(e) Cooperation. Buyer and Seller agree to furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Assets, including access to books and records, as is reasonably necessary for the filing of all Tax Returns by Buyer or Seller, the making of any election relating to Taxes, the preparation for any audit by any taxing authority and the prosecution or defense of any claim, suit or proceeding relating to any Tax. The Parties agree to retain all books and records with respect to Tax matters pertinent to the Assets relating to any Tax period beginning before the Closing Date until sixty (60) days after the expiration of the statute of limitations of the respective Tax periods (taking into account any extensions thereof) and to abide by all record retention agreements entered into with any taxing authority

(f) Refunds. Seller shall be entitled to any and all refunds of Asset Taxes allocated to Seller pursuant to Section 13.02(c), and Buyer shall be entitled to any and all refunds of Asset Taxes allocated to Buyer pursuant to Section 13.02(c). If a Party receives a refund of Asset Taxes to which the other Party is entitled pursuant to this Section 13.02(f), the first Party shall promptly pay such amount to the other Party, net of any reasonable costs or expenses incurred by the first Party in procuring such refund.

13.03 **Notices.** All notices, consents, waivers, and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by fax (with written confirmation of receipt), (c) sent by electronic mail with receipt acknowledged, with the receiving Party affirmatively obligated to promptly acknowledge receipt, or (d) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate recipients, addresses, and fax numbers set forth below (or to such other recipients, addresses, or fax numbers as a Party may from time to time designate by notice to the other Party):

- NOTICES TO BUYER:

  Jonah Energy LLC
  707 17th Street, Suite 2700
  Denver, Colorado 80202
  Attention: General Counsel

Fax: (720) 577-1022
E-mail: mark.brannum@jonahenergy.com

With a copy (which shall not constitute notice) to:

Vinson & Elkins LLP
2001 Ross Avenue, Suite 3700
Dallas, TX 75201
Attention: John Grand
Fax: (214) 999-7816
Email: jgrand@velaw.com

NOTICES TO SELLER:

c/o Linn Energy Holdings, LLC
600 Travis Street, Suite 5100
Houston, Texas 77002
Attention: Candice J. Wells, General Counsel
Fax: (832) 726-5955
E-mail: CWells@linnenergy.com

With a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
600 Travis Street, 33rd Floor
Houston, TX 77002
Attention: Anthony Speier, P.C.
Rahul Vashi
Fax: (713) 835-3601
Email: anthony.speier@kirkland.com
rahul.vashi@kirkland.com

13.04 **Governing Law; Jurisdiction; Service of Process; Jury Waiver.**

(a) **THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RIGHTS, DUTIES AND THE LEGAL RELATIONS AMONG THE PARTIES HERETO AND THERETO SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION; *PROVIDED, HOWEVER*, THAT ANY MATTER RELATED TO REAL PROPERTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WYOMING. WITHOUT LIMITING THE PARTIES' AGREEMENT TO ARBITRATE IN SECTION 11.15 OR THE DISPUTE RESOLUTION PROCEDURE PROVIDED IN SECTION 2.05(D)**

WITH RESPECT TO DISPUTES ARISING THEREUNDER, THE PARTIES HERETO CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE FEDERAL COURTS OF THE UNITED STATES LOCATED IN HOUSTON, TEXAS OR THE STATE COURTS LOCATED IN HOUSTON, TEXAS FOR ANY ACTION ARISING OUT OF THIS AGREEMENT, ANY TRANSACTION DOCUMENTS, OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS AGREEMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY SHALL BE EXCLUSIVELY LITIGATED IN SUCH COURTS DESCRIBED ABOVE HAVING SITES IN HOUSTON, TEXAS AND EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS SOLELY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. EACH PARTY HERETO VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, THAT A FINAL AND NONAPPEALABLE JUDGMENT AGAINST A PARTY IN ANY ACTION OR PROCEEDING CONTEMPLATED ABOVE SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION WITHIN OR OUTSIDE THE UNITED STATES BY SUIT ON THE JUDGMENT, A CERTIFIED OR EXEMPLIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND AMOUNT OF SUCH JUDGMENT. TO THE EXTENT THAT A PARTY OR ANY OF ITS AFFILIATES HAS ACQUIRED, OR HEREAFTER MAY ACQUIRE, ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, SUCH PARTY (ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES) HEREBY IRREVOCABLY (I) WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS WITH RESPECT TO THIS AGREEMENT AND (II) SUBMITS TO THE PERSONAL JURISDICTION OF ANY COURT DESCRIBED IN THIS SECTION 13.04.

(b) Notwithstanding anything herein to the contrary, each of the Parties agrees that it will not bring or support any action, cause of action, claim, cross-claim or third-Person claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against the Financing Sources in any way relating to this Agreement or the Contemplated Transaction, including any Proceeding arising out of or relating in any way to the Debt Financing or the performance thereof, in any forum other than the Supreme Court of the State of New York, County of New York, or, if under applicable Legal

Requirements exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (and appellate courts thereof). Each of the Parties irrevocably agrees to waive trial by jury in any action, cause of action, claim, cross-claim or third-Person claim referred to in this paragraph.

13.05 **Further Assurances.** Each Party agrees (a) to furnish upon request to each other such further information, (b) to execute, acknowledge, and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

13.06 **Waiver.** The rights and remedies of the Parties are cumulative and not alternative. Neither the failure nor any delay by either Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable Legal Requirement, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party, (b) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (c) no notice to or demand on one Party shall be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

13.07 **Entire Agreement and Modification.** This Agreement supersedes all prior discussions, communications, and agreements (whether oral or written) between the Parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended or otherwise modified except by a written agreement executed by both Parties. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by either Party that is not embodied in this Agreement together with the documents, instruments, and writings that are delivered pursuant hereto, and neither Party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of any Schedule or Exhibit hereto, the terms and provisions of this Agreement shall govern, control, and prevail.

13.08 **Assignments, Successors, and No Third Party Rights.** Neither Party may assign any of its rights, liabilities, covenants, or obligations under this Agreement without the prior written consent of the other Party (which consent may be granted or denied at the sole discretion of the other Party); provided that Buyer (without the consent of Seller) may assign all or part of its rights under this Agreement (including its rights to receive the Assets) to one or more Affiliates (or to the Financing Sources for collateral purposes), and (a) any assignment (other than an assignment by Buyer to an Affiliate) made without such consent shall be void, and (b) in the event of such consent (or an assignment by Buyer to an Affiliate), such assignment nevertheless shall not relieve such assigning Party of any of its obligations under this Agreement

without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement shall apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement or any other agreement contemplated herein shall be construed to give any Person other than the Parties and their permitted assignees (and Buyer Group and Seller Group who are entitled to indemnification under Article 10), any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. Subject to the preceding sentence, this Agreement, any other agreement contemplated herein, and all provisions and conditions hereof and thereof, are for the sole and exclusive benefit of the Parties and such other agreements (and Buyer Group and Seller Group who are entitled to indemnification under Article 10), and their respective successors and permitted assigns. Notwithstanding the foregoing, the Financing Sources shall be deemed third-Person beneficiaries of Sections 9.02, Section 13.04(b), this Section 13.08, and 13.18 hereof, each of which shall be enforceable by each Financing Source and, to the extent enforced thereby, construed in accordance with, and governed by, the Laws of the State of New York without reference to the conflict of laws principles thereof, and none of which shall be amended or otherwise modified in any way that adversely affects the rights of any Financing Source without the prior written consent of the Financing Sources.

13.09 **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

13.10 **Article and Section Headings, Construction.** The headings of Sections, Articles, Exhibits, and Schedules in this Agreement are provided for convenience only and shall not affect its construction or interpretation. All references to "Section," "Article," "Exhibit," or "Schedule" refer to the corresponding Section, Article, Exhibit, or Schedule of this Agreement. Unless expressly provided to the contrary, the words "hereunder," "hereof," "herein," and words of similar import are references to this Agreement as a whole and not any particular Section, Article, Exhibit, Schedule, or other provision of this Agreement. Each definition of a defined term herein shall be equally applicable both to the singular and the plural forms of the term so defined. All words used in this Agreement shall be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms and (in its various forms) means including without limitation. If the date specified in this Agreement for giving any notice or taking any action is not a Business Day (or if the period during which any notice is required to be given or any action taken expires on a date which is not a Business Day), then the date for giving such notice or taking such action (or the expiration date of such period during which notice is required to be given or action taken) shall be the next day which is a Business Day. Each Party has had substantial input into the drafting and preparation of this Agreement and has had the opportunity to exercise business discretion in relation to the negotiation of the details of the Contemplated Transactions. This Agreement is the result of arm's-length negotiations from equal bargaining positions. This Agreement shall not be construed against either Party, and no consideration shall be given or presumption made on the basis of who drafted this Agreement or any particular provision hereof or who supplied the form of Agreement.

13.11 **Counterparts.** This Agreement may be executed and delivered (including by facsimile or e-mail transmission) in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

13.12 **Press Release.** No Party shall make any press release or other public announcement respecting this Agreement or the Contemplated Transactions prior to the time that is twenty-four (24) hours following the execution and delivery of this Agreement by the Parties. Subject to Section 13.13, if, prior to Closing, any Party wishes to make a press release or other public announcement respecting this Agreement or the Contemplated Transactions, such Party will provide the others with a draft of the press release or other public announcement for review at least twenty-four (24) hours prior to the time that such press release or other public announcement is to be made. The Parties will attempt in good faith to expeditiously reach agreement on such press release or other public announcement and the contents thereof; provided that failure to reach such agreement shall not prohibit a Party from making a press release or public announcement. Failure to provide comments back to the other Party within twenty-four (24) hours of receipt of the draft release or announcement will be deemed consent to the public disclosure of such press release or other public announcement and the content thereof. Seller and Buyer shall each be liable for the compliance of their respective Affiliates with the terms of this Section 13.12. Notwithstanding anything to the contrary in this Section 13.12, no Party shall issue a press release or other public announcement that includes the name of a non-releasing Party or its Affiliates without the prior written consent of such non-releasing Party (which consent may be withheld in such non-releasing Party's sole discretion).

13.13 **Confidentiality.** The Confidentiality Agreement shall terminate on the Closing Date and will thereafter be of no further force or effect. Each Party shall keep confidential, and cause its Affiliates and instruct its Representatives to keep confidential, all terms and provisions of this Agreement, except (a) as required by Legal Requirements or any standards or rules of any stock exchange to which such Party or any of its Affiliates is subject, (b) for information that is available to the public on the Closing Date, or thereafter becomes available to the public other than as a result of a breach of this Section 13.13, (c) to the extent required to be disclosed in connection with complying with or obtaining a waiver of any Preferential Purchase Right or Consent, (d) to any Affiliate or Representative, (e) in the case of Buyer, to any potential purchaser of (or joint venture partner with respect) to all or any portion of the Assets and any direct and/or indirect (current or potential) investor or lender, and (f) to the extent that such Party must disclose the same in any Proceeding brought or Threatened by or against it to enforce or defend its rights under this Agreement. This Section 13.13 shall not prevent either Party from recording the Instruments of Conveyance delivered at the Closing or from complying with any disclosure requirements of Governmental Bodies that are applicable to the transfer of the Assets. Additionally, from and after the Closing, Seller shall keep confidential and not use any of the Records other than for tax purposes or in connection with any Proceeding or Threatened Proceeding against Seller. The covenant set forth in this Section shall terminate two (2) years after the Closing Date.

13.14 **Name Change.** As promptly as practicable, but in any event within sixty (60) days after the Closing Date, Buyer shall eliminate, remove or paint over the use of the name "Linn" and variants thereof from the Assets, and, except with respect to such grace period for

eliminating the existing usage, shall have no right to use any logos, trademarks, or trade names belonging to Seller or any of its Affiliates. Buyer shall be solely responsible for any direct or indirect costs or expenses resulting from the change in use of name and any resulting notification or approval requirements.

13.15 **Preparation of Agreement.** Both Seller and Buyer and their respective counsel participated in the preparation of this Agreement. In the event of any ambiguity in this Agreement, no presumption shall arise based on the identity of the draftsman of this Agreement.

13.16 **Appendices, Exhibits and Schedules.** All of the Appendices, Exhibits and Schedules referred to in this Agreement are hereby incorporated into this Agreement by reference and constitute a part of this Agreement. Each Party to this Agreement and its counsel has received a complete set of Appendices, Exhibits and Schedules prior to and as of the execution of this Agreement.

13.17 **Specific Performance.** Each Party hereby acknowledges and agrees that the rights of each Party to consummate the transactions contemplated hereby are special, unique and of extraordinary character and that, if Seller, or after Closing, Buyer, violates or fails or refuses to perform any covenant or agreement made by it herein, the non-breaching Parties may be without an adequate remedy at law. If Seller, or after Closing, Buyer violates or fails or refuses to perform any covenant or agreement made by such Party herein, the non-breaching Parties, subject to the terms hereof and in addition to any remedy at law for damages or other relief permitted under this Agreement, may (at any time prior to the valid termination of this Agreement pursuant to Article 9) institute and prosecute an action in any court of competent jurisdiction to enforce specific performance of such covenant or agreement or seek any other equitable relief, without the necessity of proving actual damages or posting of a bond. For clarity, Seller shall only have the right to seek specific performance of Buyer's covenants and agreements contained herein following the Closing.

13.18 **Non-Recourse**. This Agreement may only be enforced against, and any Damages based upon, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement may only be brought against, the entities that are expressly named as Parties hereto and then only with respect to the specific obligations set forth herein or therein with respect to such Party. For further clarity, no past, present or future director, manager, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or other representative (in each case, in their capacities as such) of any Party hereto or of any Affiliate of any Party hereto or any such past, present or future director, manager, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or other representative (in each case, in their capacities as such) (collectively, a "Party Affiliate"), or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any Party hereto or thereto under this Agreement or for any Damages based on, in respect of or by reason of the transactions contemplated hereby or thereby.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

SELLER:

Linn Energy Holdings, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

Linn Operating, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

BUYER:

Jonah Energy LLC

By: /s/ Thomas M. Hart III
Name: Thomas M. Hart III
Title: Chief Executive Officer

Exhibit 2.3

PURCHASE AND SALE AGREEMENT

DATED MAY 23, 2017,

BY AND AMONG

LINN ENERGY HOLDINGS, LLC,

LINN OPERATING, LLC

AND

LINN MIDSTREAM, LLC

AS SELLERS,

AND

BERRY PETROLEUM COMPANY, LLC

AS BUYER

TABLE OF CONTENTS

EXHIBITS AND SCHEDULES

Exhibit A	Leases
Exhibit A-1	Rights-of-Way
Exhibit A-2	Other Real Property
Exhibit A-3	RESERVED
Exhibit A-4	RESERVED
Exhibit A-5	Carbon Credits
Exhibit B	Wells
Exhibit C	Personal Property
Exhibit D	Form of Assignment and Bill of Sale
Exhibit E	Excluded Assets
Exhibit F	Form of Release and Quitclaim Deed
Exhibit G	RESERVED
Exhibit H-1	Form of Seller Certificate
Exhibit H-2	Form of Buyer Certificate

Schedule 2.07	Allocation of Purchase Price
Schedule 3.02(b)	No Conflict
Schedule 3.04	Taxes
Schedule 3.05	Assumed Litigation
Schedule 3.07	Compliance with Legal Requirements
Schedule 3.09	Imbalances
Schedule 3.10	Material Contracts
Schedule 3.11	Consents and Preferential Purchase Rights
Schedule 3.12	Permits
Schedule 3.13	Environmental Laws
Schedule 3.14	Wells
Schedule 5.02	Certain Authorized Pre-Closing Actions

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of May 23, 2017 (the "Execution Date"), by and among Linn Energy Holdings, LLC, a Delaware limited liability company ("LEH"), Linn Operating, LLC, a Delaware limited liability company ("LOI"), Linn Midstream, LLC, a Delaware limited liability company ("LM", and together with LEH and LOI, "Sellers" and each a "Seller"), and Berry Petroleum Company, LLC, a Delaware limited liability company ("Buyer"). Sellers and Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITAL

Sellers desire to sell, and Buyer desires to purchase, all of Sellers' right, title and interest in and to certain oil and gas properties and related assets and contracts, effective as of the Effective Time, for the consideration and on the terms set forth in this Agreement.

AGREEMENT

For and in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, in addition to other capitalized terms defined in this Agreement, the following terms have the meanings specified or referred to in this Article 1 when capitalized:

"AAA" – the American Arbitration Association.

"Accounting Expert" – as defined in Section 2.05(d).

"Affiliate" – with respect to a Party, any Person directly or indirectly controlled by, controlling, or under common control with, such Party, including any subsidiary of such Party and any "affiliate" of such Party within the meaning of Reg. §240.12b-2 of the Securities Exchange Act of 1934, as amended. As used in this definition, "control" means possession, directly or indirectly, of the power to direct or cause the direction of management, policies, or action through ownership of voting securities, contract, voting trust, or membership in management or in the group appointing or electing management or otherwise through formal or informal arrangements or business relationships. The terms "controlled by," "controlling," and other derivatives shall be construed accordingly.

"Aggregate Defect Deductible" – an amount equal to three percent (3%) of the unadjusted Purchase Price.

"Aggregate Environmental Defect Value" – as defined in Section 11.12.

"Aggregate Title Defect Value" – as defined in Section 11.07.

"Allocated Values" – the values assigned among the Assets as set forth on Schedule 2.07.

"Applicable Contracts" – all Contracts to which any Seller is a party or is bound (or by which its interest in any of the Assets is bound) that primarily relate to any of the Assets and (in each case) that will be binding on Buyer (or its interest in any of the Assets) after the Closing, including: communitization agreements; net profits agreements; production payment agreements; area of mutual interest agreements; joint venture agreements; confidentiality agreements; farmin and farmout agreements; bottom hole agreements; crude oil, condensate, and natural gas purchase and sale, gathering, transportation, and marketing agreements; hydrocarbon storage agreements; acreage contribution agreements; operating agreements; balancing agreements; pooling declarations or agreements; unitization agreements; processing agreements; saltwater disposal agreements; facilities or equipment leases; and other similar contracts and agreements, but exclusive of any master service agreements and any other Contracts that constitute Excluded Assets.

"Asset Taxes" – ad valorem, property, excise, severance, production, sales, real estate, use, personal property and similar Taxes (including any interest, fine, penalty or additions to Tax imposed by Governmental Bodies in connection with such Taxes) based upon the operation or ownership of the Assets, the production of Hydrocarbons or the receipt of proceeds therefrom, but excluding, for the avoidance of doubt, income, capital gains, franchise Taxes and similar Taxes based upon, measured by, or calculated with respect to net income, profits, capital, or similar measures (or multiple bases, including corporate, franchise, business and occupation, business license, or similar Taxes, if net income, profits, capital, or a similar measure is one of the bases on which such Tax is based, measured, or calculated) and Transfer Taxes.

"Assets" – all of Sellers' collective right, title, and interest in, to, and under the following, without duplication, except to the extent constituting Excluded Assets:

(a) all of the oil and gas leases and subleases described in Exhibit A, together with any and all other right, title and interest of Sellers in and to the leasehold estates created thereby subject to the terms, conditions, covenants and obligations set forth in such leases or Exhibit A (such interest in such leases, the "Leases"), all related rights and interests in the lands covered by the Leases and any lands pooled or unitized therewith (such lands, the "Lands"), and all Royalties applicable to the Leases and the Lands;

(b) any and all oil, gas, water, CO2, disposal and injection wells located on any of the Lands (such interest in such wells, including the wells set forth in Exhibit B, the "Wells"), and all Hydrocarbons produced therefrom or allocated thereto from and after the Effective Time;

(c) all rights and interests in, under or derived from all unitization and pooling agreements, declarations and orders in effect with respect to any of the Leases or Wells and the units created thereby (the "Units") (the Leases, the Lands, the Units and the Wells being collectively referred to hereinafter as the "Properties" or individually as a "Property");

(d) to the extent that they may be assigned, transferred or re-issued by the applicable Seller (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* Sellers shall use commercially reasonable efforts to obtain such consent), all Permits, licenses, allowances, water rights, registrations, consents, orders, approvals, variances, authorizations, servitudes, easements, rights-of-way, surface leases, other surface interests and surface rights to the extent appurtenant to or used primarily in connection with the ownership, operation, production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from the Properties or any of the Assets, including the Rights-of-Way described on Exhibit A-1;

(e) all equipment, machinery, fixtures and other personal, movable and mixed property located on any of the Properties or other Assets that is used or held for use primarily in connection therewith, including those items listed in Exhibit C, and including well equipment, casing, tubing, pumps, motors, machinery, platforms, rods, tanks, boilers, fixtures, compression equipment, flowlines, pipelines, gathering systems associated with the Wells, manifolds, processing and separation facilities, pads, structures, materials, and other items primarily used or held for use in the operation thereof (collectively, the "Personal Property");

(f) the real property described on Exhibit A-2 and any Personal Property located thereon;

(g) all salt water disposal wells and evaporation pits that are located on the Lands;

(h) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* Sellers shall use commercially reasonable efforts to obtain such consent), all Applicable Contracts and all rights thereunder;

(i) all Imbalances relating to the Assets;

(j) the Suspense Funds;

(k) originals (if available, and otherwise copies) and copies in digital form (if available) of all of the books, files, records, information and data, whether written or electronically stored, primarily relating to the Assets in a Seller's possession, including: (i) land and title records (including prospect files, maps, lease records, abstracts of title, title opinions and title curative documents); (ii) Applicable Contract files; (iii) correspondence; (iv) operations, environmental, production, and accounting and Asset Tax records; (v) production, facility and well records and data (including well logs); and (vi) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* Sellers shall use commercially reasonable efforts to obtain such consent), geological and seismic data (excluding interpretive data) (collectively, "Records");

(l) all Hydrocarbons in storage or existing in stock tanks, pipelines or plants (including inventory);

(m) the carbon dioxide allowances described on Exhibit A-5 (the "Carbon Credits"), other than any Carbon Credits used by a Seller prior to Closing to satisfy Emissions Fees imposed against such Seller or with respect to the Assets prior to Closing; and

(n) all radio equipment, SCADA and measurement technology, and other production related mobility devices (such as SCADA controllers), well communication devices, and any other information technology systems and licenses associated with the foregoing, in each case only to the extent such assets and licenses are (i) used or held for use solely in connection with the operation of the Properties, (ii) assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* Sellers shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Buyer), and (iii) located on the Property (the "Production Related IT Equipment").

"Assignment" – the Assignment and Bill of Sale from Sellers to Buyer, pertaining to the Assets, substantially in the form attached to this Agreement as Exhibit D.

"Assumed Liabilities" – as defined in Section 2.06.

"Assumed Litigation" – the litigation set forth in Schedule 3.05.

"Breach" – a "Breach" of a representation, warranty, covenant, obligation, or other provision of this Agreement or any certificate delivered pursuant to Section 2.04(a)(iii) or Section 2.04(b)(iii) of this Agreement shall be deemed to have occurred if there is or has been any inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation, or other provision.

"Business Day" – any day other than a Saturday, Sunday, or any other day on which commercial banks in the State of Texas are authorized or required by law or executive order to close.

"Buyer" – as defined in the preamble to this Agreement.

"Buyer's Closing Documents" – as defined in Section 4.02(a).

"Buyer Group" – Buyer and its Affiliates, and their respective Representatives.

"Carbon Credits" – as defined in "Assets".

"Casualty Loss" – as defined in Section 11.14.

"Closing" – the closing of the sale by Sellers and the purchase by Buyer of the Assets pursuant to this Agreement.

"Closing Date" – as defined in Section 2.03.

"Code" – the Internal Revenue Code of 1986, as amended.

"Complete Remediation" – with respect to an Environmental Defect, a remediation or cure of such Environmental Defect which is completed in accordance with the Lowest Cost Response.

"Confidentiality Agreement" – that certain confidentiality agreement dated as of March 3, 2017, by and between LEH and Buyer.

"Consent" – any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization) from any Person that is required to be obtained in connection with the execution or delivery of this Agreement or the consummation of the Contemplated Transactions.

"Contemplated Transactions" – all of the transactions contemplated by this Agreement, including:

(a) the sale of the Assets by Sellers to Buyer;

(b) the performance by the Parties of their respective covenants and obligations under this Agreement; and

(c) Buyer's acquisition, ownership, and exercise of control over the Assets.

"Contract" – any written or oral contract, agreement or any other legally binding arrangement, but excluding, however, any Lease, Right-of-Way, Permit or other instrument creating or evidencing an interest in the Assets or any real or immovable property related to or used in connection with the operations of any Assets.

"Cure" – as defined in Section 11.06.

"Damages" – any and all claims, demands, payments, charges, judgments, assessments, losses, liabilities, damages, penalties, fines, expenses, costs, fees, settlements, and deficiencies, including any attorneys' fees, legal, and other costs and expenses suffered or incurred therewith.

"De Minimis Environmental Defect Cost" – Fifty Thousand Dollars ($50,000).

"De Minimis Title Defect Cost" – Fifty Thousand Dollars ($50,000).

"Defect Notice Date" – as defined in Section 11.04.

"Defensible Title" – record title of Sellers (collectively) with respect to the Leases and Wells that, as of the Effective Time and the Closing Date and subject to the Permitted Encumbrances:

(a) with respect to each Lease or Well, entitles a Seller to receive not less than the Net Revenue Interest set forth for such Seller in Exhibit A for such Lease or Exhibit B for such Well (as applicable), except for (i) decreases in connection with those operations in which such Seller or its successors or assigns may from and after the Effective Time and in accordance with the terms of this Agreement elect to be a non-consenting co-owner, and (ii) decreases resulting from the establishment or amendment from and after the Effective Time of pools or units in accordance with this Agreement;

(b) with respect to each Lease or Well, obligates a Seller to bear not more than the Working Interest set forth for such Seller in Exhibit A for such Lease or in Exhibit B for such Well (as applicable), except (i) increases resulting from contribution requirements with respect to defaulting co-owners under applicable operating agreements, or (ii) increases to the extent that such increases are accompanied by a proportionate increase in such Seller's Net Revenue Interest; and

(c) is free and clear of all Encumbrances;

provided, *however*, that if a Seller holds a non-consent interest attributable to a Well, then it shall not be required that such interest be held of record by such Seller.

"Deposit Amount" – Ten percent (10%) of the unadjusted Purchase Price (including any interest accrued thereon), *provided* that if Seller elects to extend the scheduled Closing Date to July 31, 2017 pursuant to Section 2.03 by depositing an additional five percent (5%) of the unadjusted Purchase Price into the Escrow Account, then such additional deposit (including any interest accrued thereon) shall be deemed to be included in the "Deposit Amount."

"Dispute Notice" – as defined in Section 2.05(d).

"Disputed Matter" – as defined in Section 11.15(a).

"DOJ" – the Antitrust Division of the U.S. Department of Justice.

"DTPA" – as defined in Section 4.09.

"Effective Time" – March 1, 2017, at 12:01 a.m. local time at the location of the Assets.

"Emissions Fees" – any taxes, fees or similar payments imposed by any Governmental Body, the amount of which is calculated and/or determined based on emissions from the Assets.

"Encumbrance" – any charge, equitable interest, privilege, lien, mortgage, deed of trust, production payment, option, pledge, collateral assignment, security interest, defect or other encumbrance.

"Environmental Condition" – any event occurring or condition, fact or circumstance existing that causes any Asset (or a Seller with respect to any Asset) not to be in compliance with Environmental Law, or with respect to which remedial or corrective action is presently required (or if known would be presently required) under Environmental Law, other than any such event or condition to the extent caused by or relating to NORM.

"Environmental Defect" – an Environmental Condition discovered by Buyer or its Representatives as a result of any environmental diligence conducted by or on behalf of Buyer pursuant to Section 11.09 of this Agreement.

"Environmental Defect Cure Period" – as defined in Section 11.11(a).

"Environmental Defect Notice" – as defined in Section 11.10.

"Environmental Defect Value" – with respect to each Environmental Defect, the amount of the Lowest Cost Response for such Environmental Defect.

"Environmental Law" – any applicable Legal Requirement in effect as of the Execution Date relating to pollution or the protection of human health, safety and welfare and the environment, including those Legal Requirements relating to the storage, handling, and use of Hazardous Materials and those Legal Requirements relating to the generation, processing, treatment, storage, transportation, disposal or other management thereof. The term "Environmental Law" does not include (a) good or desirable operating practices or standards that may be voluntarily employed or adopted by other oil and gas well operators or recommended, but not required, by a Governmental Body or (b) the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 *et seq.*, as amended, or any other Legal Requirement governing worker safety or workplace conditions.

"Environmental Liabilities" – all costs, Damages, expenses, liabilities, obligations, and other responsibilities arising from or under either Environmental Laws or Third Party claims relating to the environment, and which relate to the Assets or the ownership or operation of the same.

"Escrow Account" – as defined in Section 2.02.

"Escrow Agent" – JPMorgan Chase Bank, N.A.

"Escrow Agreement" – as defined in Section 2.02.

"Excluded Assets" – with respect to a Seller, (a) all of such Seller's corporate minute books, financial records and other business records that relate to such Seller's business generally (which may include information regarding the ownership and operation of the Assets); (b) except to the extent related to any Assumed Liabilities, all trade credits, all accounts, all receivables of such Seller and all other proceeds, income or revenues of such Seller attributable to the Assets and attributable to any period of time prior to the Effective Time (other than the Suspense Funds); (c) except to the extent related to any Assumed Liabilities, all claims and causes of action of such Seller or its Affiliates that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds but excluding Imbalances); (d) except to the extent related to any Assumed Liabilities subject to Section 11.14, all rights and interests of such Seller (i) under any existing policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property; (e) except to the extent of the adjustments set forth in Section 2.05(c)(i)(A) such Seller's rights with respect to all Hydrocarbons produced and sold from the Assets with respect to all periods prior to the Effective Time; (f) all claims of such Seller or any of its Affiliates for refunds of, rights to receive funds from any Governmental Body, or loss carry forwards or credits with respect to (i) Asset Taxes attributable to any period (or portion thereof) prior to the Effective Time, (ii) income Taxes paid by such Seller or its Affiliates, or (iii) any Taxes attributable to the Excluded Assets; (g) all information technology assets, other than the Production Related IT Equipment, including all desktop computers, laptop computers, servers, networking equipment and any associated peripherals and other computer hardware, or computer software and telephone equipment; (h) all

rights, benefits and releases of such Seller or its Affiliates under or with respect to any Contract that are attributable to periods of time prior to Closing; (i) all of such Seller's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (j) all documents and instruments of such Seller that may be protected by an attorney-client privilege or any attorney work product doctrine; (k) all data that cannot be disclosed to Buyer as a result of confidentiality arrangements under existing written agreements; (l) all audit rights or obligations of such Seller for which such Seller bears responsibility arising under any of the Applicable Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets, except for any Imbalances assumed by Buyer; (m) such Seller's interpretations of any geophysical or other seismic and related technical data and information relating to the Assets; (n) documents prepared or received by such Seller or its Affiliates with respect to (i) lists of prospective purchasers for such transactions compiled by such Seller, (ii) bids submitted by other prospective purchasers of the Assets, (iii) analyses by such Seller or its Affiliates of any bids submitted by any prospective purchaser, (iv) correspondence between or among such Seller, its Representatives, and any prospective purchaser other than Buyer, and (v) correspondence between such Seller or any of its Representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated by this Agreement; (o) any offices, office leases and any personal property located in or on such offices or office leases; (p) any Contracts that constitute master services agreements or similar contracts; (q) any Hedge Contracts; (r) any debt instruments; (s) any of such Seller's assets other than the Assets; (t) all of such Seller's right, title and interest in and to any carbon dioxide allowances other than the Carbon Credits, together with any carbon dioxide allowances used by such Seller prior to Closing to satisfy Emissions Fees imposed against such Seller or with respect to the Assets prior to Closing; (u) a copy of all Records, subject to Section 13.13; and (v) any leases, rights and other assets specifically listed in Exhibit E.

"Execution Date" – as defined in the preamble to this Agreement.

"Expert" – as defined in Section 11.15(b).

"Expert Decision" – as defined in Section 11.15(d).

"Expert Proceeding Notice" – as defined in Section 11.15(a).

"Final Amount" – as defined in Section 2.05(d).

"Final Settlement Date" – as defined in Section 2.05(d).

"Final Settlement Statement" – as defined in Section 2.05(d).

"FTC" – the Federal Trade Commission.

"Fundamental Representations" – those representations set forth in Sections 3.01, 3.02, 3.03 and 3.06.

"GAAP" – generally accepted accounting principles in the United States, consistently applied.

"Governmental Authorization" – any approval, consent, license, permit, registration, variance, exemption, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

"Governmental Body" – any (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multi-national organization or body; or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Group" – either Buyer Group or Seller Group, as applicable.

"Hazardous Materials" – any (a) chemical, constituent, material, pollutant, contaminant, substance, or waste that is regulated by any Governmental Body or may form the basis of liability under any Environmental Law; and (b) petroleum, Hydrocarbons, or petroleum products.

"Hedge Contract" – any Contract to which a Seller or any of its Affiliates is a party with respect to any swap, forward, future or derivative transaction or option or similar agreement, whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

"Hydrocarbons" – oil and gas and other hydrocarbons (including condensate) produced or processed in association therewith (whether or not such item is in liquid or gaseous form), or any combination thereof, and any minerals produced in association therewith.

"Imbalances" – over-production or under-production or over-deliveries or under-deliveries with respect to Hydrocarbons produced from or allocated to the Assets, regardless of whether such over-production or under-production or over-deliveries or under-deliveries arise at the wellhead, pipeline, gathering system, transportation system, processing plant, or other location, including any imbalances under gas balancing or similar agreements, imbalances under production handling agreements, imbalances under processing agreements, imbalances under the Leases, and imbalances under gathering or transportation agreements.

"Individual Claim Threshold" – as defined in Section 10.05.

"Instruments of Conveyance" – the Assignment.

"Knowledge" – an individual will be deemed to have "Knowledge" of a particular fact or other matter if such individual is actually aware of such fact or other matter, without any duty of inquiry. Sellers will be deemed to have "Knowledge" of a particular fact or other matter if any of the following individuals has Knowledge of such fact or other matter: Mark E. Ellis, President and Chief Executive Officer; Arden L. Walker, Jr., Executive Vice President and Chief Operating Officer; David B. Rottino, Executive Vice President and Chief Financial Officer; Thomas E. Emmons, Senior Vice President, Corporate Services; Jamin McNeil, Senior Vice

President, Operations; Candice Wells, Senior Vice President, General Counsel and Corporate Secretary, Tom Belsha, Head of Business Development, and Holly M. Anderson, Assistant General Counsel. Buyer will be deemed to have "Knowledge" of a particular fact or other matter if any of the following individuals has Knowledge of such fact or other matter: Arthur T. Smith, Chief Executive Officer; Stephen B. Wilson, Chief Financial Officer, Greg Wagner, and Zachary Hale.

"Lands" – as set forth in the definition of "Assets".

"Leases" – as set forth in the definition of "Assets".

"Legal Requirement" – any federal, state, local, municipal, foreign, international, or multinational law, Order, constitution, ordinance, or rule, including rules of common law, regulation, statute, treaty, or other legally enforceable directive or requirement.

"Lowest Cost Response" – the response required or allowed under Environmental Laws that completely addresses and resolves (for current and future use in the same manner as currently used) the identified Environmental Condition in its entirety in the most cost-effective manner (considered as a whole) as compared to any other response that is required or allowed under Environmental Laws. The Lowest Cost Response shall include taking no action, leaving the condition unaddressed, periodic monitoring or the recording of notices in lieu of remediation, if such responses are allowed under Environmental Laws and completely address and resolve (for current and future use in the same manner as currently used) the identified Environmental Condition in its entirety. The Lowest Cost Response shall not include any costs or expenses relating to the assessment, remediation, removal, abatement, transportation and disposal of any asbestos, asbestos containing materials or NORM unless required to address a violation of Environmental Law.

"Material Contracts" – as defined in Section 3.10.

"MMMF" – asbestos and other man-made material fibers.

"Net Revenue Interest" – with respect to any Lease or Well, the interest in and to all Hydrocarbons produced, saved and sold from or allocated to such Lease or Well, after satisfaction of all other Royalties.

"NORM" – naturally occurring radioactive material.

"Order" – any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

"Organizational Documents" – (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the articles of organization and resolutions of a limited liability company; (c) the certificate of limited partnership and limited partnership agreement of a limited partnership; and (d) any amendment to any of the foregoing.

"Outside Date" – as defined in Section 9.01(d).

"Party" or "Parties" – as defined in the preamble to this Agreement.

"Permits" – all environmental and other governmental (whether federal, state, local or tribal) certificates, consents, permits (including conditional use permits), licenses, orders, authorizations, franchises and related instruments or rights required or issued in connection with the ownership, operation or use of the Assets.

"Permitted Encumbrance" – any of the following:

(a) the terms and conditions of all Leases and Royalties, if the net cumulative effect of such Leases and Royalties does not (i) materially interfere with the operation or use of any of the Assets (as currently operated and used), (ii) operate to reduce the Net Revenue Interest of Sellers (collectively) with respect to any Lease or Well to an amount less than the Net Revenue Interest set forth for Sellers (collectively) in Exhibit A for such Lease or Exhibit B for such Well (as applicable) or (iii) obligate Sellers to bear a Working Interest with respect to any Lease or Well in any amount greater than the Working Interest set forth for Sellers (collectively) in Exhibit A for such Lease or Exhibit B for such Well (unless the Net Revenue Interest for such Lease or Well is greater than the Net Revenue Interest set forth for Sellers (collectively) in Exhibit A for such Lease or Exhibit B for such Well (as applicable) in the same or greater proportion as any increase in such Working Interest); *provided*, *however*, that any drilling obligations included in Leases will be considered Permitted Encumbrances so long as the applicable Seller is not in breach of such obligations;

(b) any Preferential Purchase Rights and Consents;

(c) liens for Taxes not yet due or delinquent or, if delinquent, that are set forth on Schedule 3.04 and are being contested in good faith by appropriate proceedings by or on behalf of the applicable Seller;

(d) all rights to consent by, required notices to, filings with, or other actions by Governmental Bodies in connection with the conveyance of the Leases, if the same are customarily sought and received after the Closing;

(e) Encumbrances or defects that Buyer has waived or is deemed to have waived pursuant to the terms of this Agreement;

(f) all Legal Requirements and all rights reserved to or vested in any Governmental Body (i) to control or regulate any Asset in any manner; (ii) by the terms of any right, power, franchise, grant, license or permit, or by any provision of law, to terminate such right, power, franchise, grant, license or permit or to purchase, condemn, expropriate or recapture or to designate a purchaser of any of the Assets; (iii) to use such property in a manner which does not materially impair the use of such property for the purposes for which it is currently owned and operated; or (iv) to enforce any obligations or duties affecting the Assets to any Governmental Body with respect to any right, power, franchise, grant, license or permit;

(g) rights of a common owner of any interest in Rights-of-Way or Permits currently held by a Seller and such common owner as tenants in common or through common ownership to the extent that the same does not materially impair the use or operation of the Assets as currently used and operated;

(h) easements, conditions, covenants, restrictions, servitudes, permits, rights-of-way, surface leases, and other rights in the Assets for the purpose of operations, facilities, roads, alleys, highways, railways, pipelines, transmission lines, transportation lines, distribution lines, power lines, telephone lines, removal of timber, grazing, logging operations, canals, ditches, reservoirs and other like purposes, or for the joint or common use of real estate, rights-of-way, facilities and equipment, which, individually or in the aggregate, would not reasonably be expected to materially impair the operation or use of any of the Assets as currently operated and used;

(i) vendors, carriers, warehousemen's, repairmen's, mechanics', workmen's, materialmen's, construction or other like liens arising by operation of law in the ordinary course of business or incident to the construction or improvement of any property in respect of obligations which are not yet due or which are being contested in good faith by appropriate proceedings by or on behalf of the applicable Seller;

(j) Encumbrances created under Leases or any joint operating agreements applicable to the Assets or by operation of law in respect of obligations that are not yet due or that are being contested in good faith by appropriate proceedings by or on behalf of the applicable Seller;

(k) any Encumbrance affecting the Assets that is discharged by the applicable Seller or waived (or deemed to be waived) by Buyer pursuant to the terms of this Agreement at or prior to Closing;

(l) the Assumed Litigation;

(m) defects based solely on assertions that a Seller's files lack information (including title opinions);

(n) the terms and conditions of all Applicable Contracts, if the net cumulative effect of such Applicable Contracts (i) does not materially interfere with the operation or use of any of the Assets (as currently operated and used), (ii) does not reduce the Net Revenue Interest of Sellers (collectively) with respect to any Lease or Well to an amount less than the Net Revenue Interest set forth for Sellers (collectively) in Exhibit A for such Lease or Exhibit B for such Well, or (iii) does not obligate Sellers (collectively) to bear a Working Interest in any amount greater than the Working Interest set forth for Sellers (collectively) in Exhibit A for such Lease or Exhibit B for such Well (unless the Net Revenue Interest for such Lease or Well is greater than the Net Revenue Interest set forth in Exhibit A for such Lease or Exhibit B, in the same or greater proportion as any increase in such Working Interest);

(o) defects or irregularities of title (i) as to which the relevant statute(s) of limitations or prescription would bar any attack or claim against the applicable Seller's title; (ii) arising out of lack of evidence of, or other defects with respect to, authorization, execution, delivery, acknowledgment, or approval of any instrument in the applicable Seller's chain of title absent reasonable evidence of an actual claim of superior title from a Third Party attributable to such matter; (iii) consisting of the failure to recite marital status or omissions of heirship proceedings

in documents; (iv) resulting from lack of survey, unless a survey is expressly required by applicable Legal Requirements; (v) resulting from failure to record releases of liens, production payments, or mortgages that have expired by their own terms or the enforcement of which are barred by the applicable statute(s) of limitations or prescription; (vi) arising out of lack of entity authorization unless Buyer provides affirmative evidence that such entity action was not authorized and results in another Person's actual and superior claim of title; (vii) resulting from or related to probate proceedings or the lack thereof that have been outstanding for five (5) years or more; (viii) resulting from unreleased instruments (including leases covering Hydrocarbons), absent specific evidence that such instruments continue in force and effect and constitute a superior claim of title with respect to the Leases or Wells; (ix) based on a gap in the applicable Seller's chain of title to any Well or Lease (A) so long as such gap does not provide a Third Party with a superior claim or (B) unless Buyer affirmatively shows such gap to exist in such records by an abstract of title, title opinion or landman's title chain; (x) consisting of the lack of a lease amendment or consent authorizing pooling or unitization, or (xi) that have been cured by prescription or limitations;

(p) Imbalances;

(q) plugging and surface restoration obligations, but only to the extent such obligations do not interfere in any material respect with the use or operation of any Assets (as currently used or operated);

(r) calls on Hydrocarbon production under existing Contracts;

(s) any matters specifically referenced or set forth on Exhibit A or Exhibit B; and

(t) mortgages on the lessor's interest under a Lease, whether or not subordinate to such Lease, that have expired on their own terms or the enforcement of which are barred by applicable statute(s) of limitations or prescription.

"Person" – any individual, firm, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

"Personal Property" – as set forth in the definition of "Assets".

"Phase I Environmental Site Assessment" – a Phase I environmental property assessment of the Assets that satisfies the basic assessment requirements set forth under the current ASTM International Standard Practice for Environmental Site Assessments (Designation E1527-13) or any other visual site assessment or review of records, reports or documents.

"Post-Closing Date" – as defined in Section 2.05(d).

"Preferential Purchase Right" – any right or agreement that enables any Person to purchase or acquire any Asset or any interest therein or portion thereof as a result of or in connection with the execution or delivery of this Agreement or the consummation of the Contemplated Transactions.

"Preliminary Amount" – the Purchase Price, adjusted as provided in Section 2.05(c) based upon the best information available at the time of the Closing.

"Preliminary Settlement Statement" – as defined in Section 2.03.

"Proceeding" – any proceeding, action, arbitration, audit, hearing, investigation, request for information, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Production Related IT Equipment" – as set forth in the definition of "Assets".

"Property" or "Properties" – as set forth in the definition of "Assets".

"Property Costs" – all operating expenses (including utilities, payroll, costs of insurance, rentals, title examination and curative actions, and overhead costs) and capital expenditures (including rentals, options and other lease maintenance payments, broker fees and other property acquisition costs and costs of acquiring equipment), respectively, incurred in the ordinary course of business attributable to the use, operation, and ownership of the Assets, but excluding Damages attributable to (a) personal injury or death, property damage, torts, breach of contract, or violation of any Legal Requirement, (b) obligations relating to the abandonment or plugging of Wells, dismantling or decommissioning facilities, closing pits and restoring the surface around such Wells, facilities and pits, (c) Environmental Liabilities, (d) obligations with respect to Imbalances, (e) obligations to pay Royalties or other interest owners revenues or proceeds relating to the Assets but held in suspense, including Suspense Funds, (f) Emissions Fees, (g) Taxes and (h) claims for indemnification or reimbursement from any Third Party with respect to costs of the types described in the preceding clauses (a) through (g), whether such claims are made pursuant to contract or otherwise.

"Purchase Price" – as defined in Section 2.02.

"Records" – as set forth in the definition of "Assets".

"Representative" – with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Required Consent" – any Consent with respect to which (a) there is a provision within the applicable instrument that such Consent may be withheld in the sole and absolute discretion of the holder, or (b) there is provision within the applicable instrument expressly stating that an assignment in violation thereof (i) is void or voidable, (ii) triggers the payment of specified liquidated damages, or (iii) causes termination of the applicable Assets to be assigned. For the avoidance of doubt, "Required Consent" does not include any Consent, which, by its terms, cannot be unreasonably withheld.

"Retained Assets" – any rights, titles, interests, assets, and properties that are originally included in the Assets under the terms of this Agreement, but that are subsequently excluded from the Assets or sale under this Agreement pursuant to the terms of this Agreement at any time before or after the Closing.

"Retained Liabilities" – any and all Damages, liabilities and obligations arising out of (a) the disposal or transportation prior to Closing of any Hazardous Materials generated or used by any Seller and taken from the Assets to any location that is not an Asset; (b) personal injury (including death) claims attributable to any Seller's or its Affiliate's operation of the Assets prior to the Effective Time; (c) failure to properly and timely pay, in accordance with the terms of any Lease, Contract or applicable Legal Requirement, all Royalties and any other Working Interest amounts (in each case) with respect to the Assets that are due by any Seller or any of its Affiliates and attributable to any Seller's ownership of the Assets prior to the Effective Time; (d) any claim made by an employee of any Seller or any Affiliate of any Seller directly relating to such employment; or (e) the gross negligence or willful misconduct of any Seller or any of its Affiliates in connection with the ownership or operation prior to the Closing Date of any of the Assets if such gross negligence or willful misconduct was attributable to such Seller or its Affiliate acting in its capacity as the operator of such Asset; *provided* that, from and after the date that is twenty-four (24) months following the Closing Date, all Damages, liabilities and obligations arising out of clauses (a), (b) and (c) shall no longer be Retained Liabilities and shall be deemed Assumed Liabilities.

"Rights-of-Way" – all permits, licenses, servitudes, easements, fee surface, surface leases, other surface rights and rights-of-way used or held for use in connection with the ownership or operation of the Assets, other than the Permits.

"Royalties" – royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests, back-in interests and other burdens upon, measured by or payable out of production.

"Seller" or "Sellers"– as defined in the preamble to this Agreement.

"Seller Closing Documents" – as defined in Section 3.02(a).

"Seller Group" – Each Seller and such Seller's Affiliates, and their respective Representatives.

"Straddle Period" – any tax period beginning before and ending after the Effective Time.

"Suspense Funds" – proceeds of production and associated penalties and interest in respect of any of the Wells that are payable to any Third Party and are being held in suspense by any Seller as the operator of such Wells.

"Tax" or "Taxes" – (a) any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, assessments, unclaimed property and escheat obligations and other governmental charges imposed by any Governmental Body, including income, profits, franchise, alternative or add-on minimum, gross receipts, environmental (including taxes under Section 59A of the Code), registration, withholding, employment, social security (or similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, estimated,

unemployment, severance, compensation, utility, stamp, premium, windfall profits, transfer, gains, production and excise taxes, and customs duties, together with any interest, penalties, fines or additions thereto and (b) any liability in respect of any items described in clause (a) above that arises by reason of a contract, assumption, transferee or successor liability, operation of law (including by reason of participation in a consolidated, combined or unitary Tax Return) or otherwise; *provided, however*, that such term shall not include any taxes, fees or similar payments the amount of which is calculated and/or determined based on emissions from the Assets.

"Tax Allocation" – as defined in Section 2.07.

"Tax Returns" – any and all reports, returns, declarations, claims for refund, elections, disclosures, estimates, information reports or returns or statements supplied or required to be supplied to a Governmental Body in connection with Taxes, including any schedule or attachment thereto or amendment thereof.

"Third Party" – any Person other than a Party or an Affiliate of a Party.

"Threatened" – a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made in writing to a Party or any of its officers, directors, or employees that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

"Title Benefit" – as defined in Section 11.08.

"Title Benefit Notice" – as defined in Section 11.08.

"Title Benefit Properties" – as defined in Section 11.08.

"Title Benefit Value" – as defined in Section 11.08.

"Title Defect" – any Encumbrance, defect or other matter that causes Sellers (collectively) not to have Defensible Title in and to the Leases or Wells, without duplication; *provided* that the following shall not be considered Title Defects:

(a) defects arising out of the lack of corporate or other entity authorization unless Buyer provides affirmative evidence that such corporate or other entity action was not authorized and results in another Person's actual and superior claim of title to the relevant Assets;

(b) defects based on a gap in a Seller's chain of title in the county or parish records, unless Buyer affirmatively shows such gap to exist in such records by an abstract of title, title opinion or landman's title chain, which documents (if any) shall be included in a Title Defect Notice (for the avoidance of doubt, a non-certified, cursory or limited title chain will satisfy this requirement);

(c) any Encumbrance or loss of title resulting from a Seller's conduct of business in compliance with this Agreement;

(d) defects arising from any change in applicable Legal Requirement after the Execution Date;

(e) defects arising from any prior oil and gas lease taken more than fifteen (15) years prior to the Effective Time relating to the lands covered by a Lease not being surrendered of record, unless Buyer provides affirmative evidence that a Third Party is conducting operations on, or asserting ownership of, the Assets, sufficient proof of which shall include written communication by a party with record title to such prior lease asserting the validity of the lease;

(f) defects that affect only which non-Seller Person has the right to receive royalty payments rather than the amount or the proper payment of such royalty payment;

(g) defects based solely on the lack of information in a Seller's files;

(h) defects arising from a mortgage encumbering the oil, gas or mineral estate of any lessor unless a complaint of foreclosure has been duly filed or any similar action taken by the mortgagee thereunder and in such case such mortgage has not been subordinated to the Lease applicable to such Asset; and

(i) defects or irregularities that would customarily be waived by a reasonably prudent owner or operator of oil and gas properties in the same geographic area where the Assets are located.

"Title Defect Cure Period" – as defined in Section 11.06(a).

"Title Defect Notice" – as defined in Section 11.04.

"Title Defect Property" – as defined in Section 11.04.

"Title Defect Value" – as defined in Section 11.04.

"Transfer Tax" – all transfer, documentary, sales, use, stamp, registration and similar Taxes (but excluding income Taxes) and fees arising out of, or in connection with, the transfer of the Assets to Buyer or the filing or recording of any assignments related to the transfer of the Assets to Buyer.

"Units" – as set forth in the definition of "Assets".

"Wells" – as set forth in the definition of "Assets".

"Working Interest" – with respect to any Lease or Well, the interest in and to such Lease or Well that is burdened with the obligation to bear and pay costs and expenses of maintenance, development and operations on or in connection with such Lease or Well, but without regard to the effect of any Royalties.

ARTICLE 2
SALE AND TRANSFER OF ASSETS; CLOSING

2.01 **Assets**. Subject to the terms and conditions of this Agreement, at the Closing, Sellers shall sell and transfer (or shall cause to be sold and transferred) the Assets to Buyer, and Buyer shall purchase, pay for, and accept the Assets from Sellers.

2.02 **Purchase Price; Deposit**. Subject to any adjustments that may be made under Section 2.05, the purchase price for the Assets will be Two Hundred Sixty-Three Million Dollars ($263,000,000) (the "Purchase Price"). Within one (1) Business Day after the Execution Date, Buyer will deposit by wire transfer in same day funds into an escrow account (the "Escrow Account") established pursuant to the terms of a mutually agreeable Escrow Agreement (the "Escrow Agreement") an amount equal to the Deposit Amount. The Deposit Amount shall be held by the Escrow Agent, and if the Closing occurs, then on or before the Closing Date the Parties shall execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Sellers at Closing, which Deposit Amount shall be applied as a credit toward the Preliminary Amount as provided in Section 2.04(b)(i). If this Agreement is terminated prior to the Closing in accordance with Section 9.01, then the provisions of Section 9.02 shall apply and the distribution of the Deposit Amount shall be governed in accordance therewith. The Parties acknowledge and agree that to the extent Buyer pays any amount to Sellers pursuant to this Agreement in accordance with the wire transfer instructions designated by Sellers, Buyer will have no liability with respect to the allocation of such amount among Sellers.

2.03 **Closing; Preliminary Settlement Statement**. Subject to the following sentence, the Closing shall take place at the offices of Kirkland and Ellis LLP at 600 Travis Street, Suite 3300, Houston, Texas 77002 on or before June 30, 2017, or if all conditions to Closing under Article 7 and Article 8 have not yet been satisfied or waived, within ten (10) Business Days after such conditions have been satisfied or waived, subject to the provisions of Article 9 (such date upon which the Closing occurs, the "Closing Date"). Notwithstanding the foregoing, Buyer may elect to extend the scheduled Closing Date to July 31, 2017, by delivering an additional deposit amount equal to five percent (5%) of the unadjusted Purchase Price into the Escrow Account no later than June 23, 2017. Subject to the provisions of Articles 7, 8, and 9, failure to consummate the purchase and sale provided for in this Agreement on the date and time and at the place determined pursuant to this Section 2.03 shall not result in the termination of this Agreement and shall not relieve any Party of any obligation under this Agreement. Not later than five (5) Business Days prior to the Closing Date, Sellers will deliver to Buyer a statement setting forth in reasonable detail Sellers' reasonable determination of the Preliminary Amount based upon the best information available at that time and the allocation of the Preliminary Amount among each Seller (the "Preliminary Settlement Statement"). As part of the Preliminary Settlement Statement, Buyer shall provide to Sellers such data as is reasonably necessary to support any estimated allocation, for purposes of establishing the Preliminary Amount. Within three (3) Business Days after its receipt of the Preliminary Settlement Statement, Buyer may submit to Sellers in writing any objections or proposed changes thereto and Sellers shall consider all such objections and proposed changes in good faith. The estimate agreed to by Sellers and Buyer, or, absent such agreement, delivered in the Preliminary Settlement Statement by Sellers in accordance with this Section 2.03, will be the Preliminary Amount to be paid by Buyer to Sellers at the Closing.

2.04 **Closing Obligations**. At the Closing:

(a) Each Seller shall deliver (and execute, as appropriate), or cause to be delivered (and executed, as appropriate), to Buyer:

(i) the Instruments of Conveyance in the appropriate number for recording in the real property records where the Assets are located;

(ii) possession of the Assets (except the Suspense Funds, which shall be conveyed to Buyer by way of an adjustment to the Purchase Price as provided in Section 2.05(c)(ii)(E));

(iii) a certificate, in substantially the form set forth in Exhibit H-1 executed by an officer of such Seller, certifying on behalf of such Seller that the conditions to Closing set forth in Sections 7.01 and 7.02 have been fulfilled;

(iv) a Treasury Regulation Section 1.1445-2(b)(2) statement, certifying that such Seller (or its regarded owner, if such Seller is an entity disregarded as separate from its owner) is not a "foreign person" within the meaning of the Code;

(v) an executed counterpart of the Preliminary Settlement Statement;

(vi) to the extent required under any Legal Requirement, any filings required under such Legal Requirement to consummate the Contemplated Transactions;

(vii) a recordable release in a form reasonably acceptable to Buyer of any trust, mortgages, financing statements, fixture filings and security agreements, in each case, securing indebtedness for borrowed money made by such Seller or its Affiliates affecting the Assets and not discharged as of the Closing Date;

(viii) a Release and Quitclaim Deed substantially similar to the form attached as Exhibit F; and

(ix) such documents as Buyer or counsel for Buyer may reasonably request, including letters-in-lieu of transfer order to purchasers of production from the Wells (which shall be prepared and provided by Buyer in form reasonably satisfactory to Sellers).

(b) Buyer shall deliver (and execute, as appropriate) to Sellers:

(i) the Preliminary Amount (less the Deposit Amount) by wire transfer to the accounts specified by Sellers in written notices given by Sellers to Buyer at least two (2) Business Days prior to the Closing Date;

(ii) the Instruments of Conveyance in the appropriate number for recording in the real property records where the Assets are located;

(iii) a certificate, in substantially the form set forth in Exhibit H-2 executed by an officer of Buyer, certifying on behalf of Buyer that the conditions to Closing set forth in Sections 8.01 and 8.02 have been fulfilled;

(iv) an executed counterpart of the Preliminary Settlement Statement;

(v) to the extent required under any Legal Requirement, any filings required under such Legal Requirement to consummate the Contemplated Transactions;

(vi) if applicable, evidence of replacement bonds, guarantees, and other sureties pursuant to Section 6.03(a) and evidence of such other authorizations and qualifications as may be necessary for Buyer to own and operate the Assets;

(vii) a Release and Quitclaim Deed substantially similar to the form attached as Exhibit F; and

(viii) such other documents as Sellers or counsel for Sellers may reasonably request, including letters-in-lieu of transfer order to purchasers of production from the Wells (which shall be prepared and provided by Buyer in form reasonably satisfactory to Sellers).

2.05 **Allocations and Adjustments**. If the Closing occurs:

(a) Buyer shall be entitled to all production and products from or attributable to the Assets from and after the Effective Time and the proceeds thereof, and to all other income, proceeds, receipts, and credits earned with respect to the Assets on or after the Effective Time, and shall be responsible for (and entitled to any refunds with respect to) all Property Costs attributable to the Assets and incurred from and after the Effective Time. Sellers shall be entitled to all production and products from or attributable to the Assets prior to the Effective Time and the proceeds thereof, and shall be responsible for (and entitled to any refunds with respect to) all Property Costs attributable to the Assets and incurred prior to the Effective Time. “Earned” and “incurred,” as used in this Agreement, shall be interpreted in accordance with GAAP and Council of Petroleum Accountants Society (COPAS) standards.

(b) For purposes of allocating revenues, production, proceeds, income, accounts receivable, and products under this Section 2.05, (A) liquid Hydrocarbons produced into storage facilities will be deemed to be “from or attributable to” the Assets when they pass through the pipeline connecting into the storage facilities into which they are run, and (B) gaseous Hydrocarbons and liquid Hydrocarbons produced into pipelines will be deemed to be “from or attributable to” the Assets when they pass through the receipt point sales meters on the pipelines through which they are transported. In order to accomplish the foregoing allocation of production, the Parties shall rely upon the gauging, metering, and strapping procedures which were conducted by the applicable Seller on or about the Effective Time and, unless demonstrated to be inaccurate, shall utilize reasonable interpolating procedures to arrive at an allocation of production when exact gauging, metering, and strapping data is not available on hand as of the Effective Time. Asset Taxes for 2017 shall be prorated in accordance with Section 13.02(b).

(c) The Purchase Price shall be, without duplication,

(i) increased by the following amounts:

(A) the aggregate amount of (i) proceeds received by Buyer from the sale of Hydrocarbons produced from and attributable to the Assets during any period prior to the Effective Time to which Sellers are entitled under Section 2.05(a) (net of any (x) Royalties and (y) gathering, processing, transportation and other midstream costs) and (ii) other proceeds received by Buyer with respect to the Assets for which Sellers would otherwise be entitled under Section 2.05(a);

(B) the amount of all Asset Taxes allocable to Buyer pursuant to Section 13.02(b) but paid or economically borne by any Seller;

(C) the aggregate amount of all non-reimbursed Property Costs (other than Asset Taxes) that have been paid by any Seller that are attributable to the ownership and operation of the Assets after the Effective Time (including prepayments with respect to any period after the Effective Time);

(D) the amount of any other upward adjustment specifically provided for in this Agreement or mutually agreed upon by the Parties;

(E) to the extent that proceeds for such volumes have not been received by any Seller, an amount equal to the value of all Hydrocarbons attributable to the Assets in storage or existing in stock tanks, pipelines or plants (including inventory) as of the Effective Time (which value shall be based upon (i) if sold from and after the Effective time until the Closing, the net proceeds received by Sellers, or (ii) if not sold from and after the Effective Time until the Closing, the contract price in effect as of the Effective Time or, if there is no such contract price, the average price paid to Sellers for the sale of such Hydrocarbons from and after the Effective time until the Closing) less amounts paid or payable by Buyer as Royalties on such production and any severance Taxes deducted by the purchaser of such production;

(F) the amount of the Carbon Credits not used by any Seller prior to Closing *multiplied by* $13.95; and

(ii) decreased by the following amounts:

(A) the aggregate amount of (i) proceeds received by any Seller from the sale of Hydrocarbons produced from and attributable to the Assets from and after the Effective Time to which Buyer is entitled under Section 2.05(a) (net of any (x) Royalties and (y) gathering, processing, transportation and other midstream costs) and (ii) other proceeds received by any Seller with respect to the Assets for which Buyer would otherwise be entitled under Section 2.05(a);

(B) the amount of all Asset Taxes allocable to Sellers pursuant to Section 13.02(b) but paid or economically borne by Buyer;

(C) the aggregate amount of all downward adjustments pursuant to Article 11;

(D) the aggregate amount of all non-reimbursed Property Costs (other than Asset Taxes) that are attributable to the ownership or operation of the Assets prior to the Effective Time (excluding prepayments with respect to any period after the Effective Time) and paid by Buyer;

(E) the amount of the Suspense Funds; and

(F) the amount of any other downward adjustment specifically provided for in this Agreement or mutually agreed upon by the Parties.

(d) As soon as practicable after the Closing, but no later than ninety (90) days following the Closing Date, Sellers shall prepare and submit to Buyer a statement (the "Final Settlement Statement") setting forth each adjustment or payment which was not finally determined as of the Closing Date and showing the values used to determine such adjustments to reflect the final adjusted Purchase Price and the allocation of such final Purchase Price among each Seller. On or before thirty (30) days after receipt of the Final Settlement Statement, Buyer shall deliver to Sellers a written report containing any changes that Buyer proposes be made to the Final Settlement Statement and an explanation of any such changes and the reasons therefor together with any supporting information (the "Dispute Notice"). During such thirty (30)-day period, Buyer shall be given reasonable access to Sellers' books and records relating to the matters required to be accounted for in the Final Settlement Statement. Any changes not included in the Dispute Notice shall be deemed waived. If Buyer fails to timely deliver a Dispute Notice to Sellers containing changes Buyer proposes to be made to the Final Settlement Statement, the Final Settlement Statement as delivered by Sellers will be deemed to be mutually agreed upon by the Parties and will be final and binding on the Parties. Upon delivery of the Dispute Notice, the Parties shall undertake to agree with respect to any disputed amounts identified therein by the date that is fifteen (15) days after such delivery (the "Post-Closing Date"). Except for Title Defect and Environmental Defect adjustments pursuant to Section 2.05(c)(ii)(C), which shall be subject to the arbitration provisions of Section 11.15, if the Parties are still unable to agree regarding any item set forth in the Dispute Notice as of the Post-Closing Date, then the Parties shall submit to a nationally-recognized independent accounting firm mutually agreed upon by the Parties (the "Accounting Expert") a written notice of such dispute along with reasonable

supporting detail for the position of Buyer and Sellers, respectively, and the Accounting Expert shall finally determine such disputed item in accordance with the terms of this Agreement. The Accounting Expert shall act as an expert and not an arbitrator. In determining the proper amount of any adjustment to the Purchase Price related to the disputed item, the Accounting Expert shall not increase the Purchase Price more than the increase proposed by Sellers nor decrease the Purchase Price more than the decrease proposed by Buyer, as applicable. The decision of such Accounting Expert shall be final, conclusive and binding on the Parties (and will be enforceable against each of the Parties in any court of competent jurisdiction), and the fees and expenses of such Accounting Expert shall be borne one-half (1/2) by Sellers and one-half (1/2) by Buyer. The date upon which all adjustments and amounts in the Final Settlement Statement are agreed to (or deemed agreed to) or fully and finally determined by the Accounting Expert as set forth in this Section 2.05(d) shall be called the "Final Settlement Date," and the final adjusted Purchase Price shall be called the "Final Amount." If (a) the Final Amount is more than the Preliminary Amount, Buyer shall pay to Sellers an amount equal to the Final Amount *minus* the Preliminary Amount; or (b) the Final Amount is less than the Preliminary Amount, Sellers shall pay to Buyer an amount equal to the Preliminary Amount *minus* the Final Amount. Such payment shall be made within five (5) Business Days after the Final Settlement Date by wire transfer of immediately available funds to the accounts specified pursuant to wire instructions delivered in advance by Sellers or Buyer, as applicable.

2.06 **Assumption**. If the Closing occurs, from and after the Closing Date, Buyer shall assume, fulfill, perform, pay, and discharge the following liabilities arising from, based upon, related to, or associated with the Assets and only to the extent not constituting Retained Liabilities (collectively, the "Assumed Liabilities") subject to and without limiting Buyer's rights to indemnity and Sellers' indemnity obligations under Section 10.02 (further subject to the limitations and restrictions in Article 10): any and all Damages and obligations, known or unknown, attributable to the Assets prior to, at, or after the Effective Time, including any and all Damages and obligations: (a) attributable to or resulting from the use, maintenance, ownership, or operation of the Assets, regardless whether arising before, at or after the Effective Time, except for Property Costs which shall have been accounted for as provided under Section 2.05; (b) imposed by any Legal Requirement or Governmental Body relating to the Assets, (c) for plugging, abandonment, decommissioning, and surface restoration of the Assets, including oil, gas, injection, water, or other wells and all surface facilities; (d) subject to Buyer's rights and remedies set forth in Article 11 and the special warranty of Defensible Title set forth in the Instruments of Conveyance, attributable to or resulting from lack of Defensible Title to the Assets; (e) attributable to the Suspense Funds, to the extent actually received by Buyer (or for which a reduction to the Purchase Price was made); (f) attributable to the Imbalances; (g) subject to Buyer's rights and remedies set forth in Article 11, attributable to or resulting from all Environmental Liabilities relating to the Assets; (h) related to the conveyance of the Assets to Buyer at Closing (including arising from the conveyance thereof without consent or in violation of a preferential purchase right or any maintenance of uniform interest provision); (i) attributable to or resulting from Asset Taxes attributable to the Assets to the extent attributable to periods (or portions thereof) from and after the Effective Time; *provided* that Section 13.02(c) shall govern

the actual payment of such Asset Taxes; (j) attributable to or resulting from Transfer Taxes; (k) attributable to the Leases and the Applicable Contracts; (l) attributable to Emissions Fees imposed during any period following the Closing; and (m) attributable to the Assumed Litigation. Buyer acknowledges that: (i) the Assets have been used in connection with the exploration for, and the development, production, treatment, and transportation of, Hydrocarbons; (ii) spills of wastes, Hydrocarbons, produced water, Hazardous Materials, and other materials and substances may have occurred in the past or in connection with the Assets; (iii) there is a possibility that there are currently unknown, abandoned wells, plugged wells, pipelines, and other equipment on or underneath the property underlying the Assets; (iv) it is the intent of the Parties that all liability associated with the above matters as well as any responsibility and liability to decommission, plug, or replug such wells (including the Wells) in accordance with all Legal Requirements and requirements of Governmental Bodies be passed to Buyer effective as of the Effective Time and that Buyer shall assume all responsibility and liability for such matters and all claims and demands related thereto; (v) the Assets may contain asbestos, Hazardous Materials, or NORM; (vi) NORM may affix or attach itself to the inside of wells, materials, and equipment as scale or in other forms; (vii) wells, materials, and equipment located on the Assets may contain NORM; and (viii) special procedures may be required for remediating, removing, transporting, and disposing of asbestos, NORM, Hazardous Materials, and other materials from the Assets. From and after the Closing, but effective as of the Effective Time, subject to and without limiting Buyer's rights to indemnity and Sellers' respective indemnity obligations under Section 10.02 (subject to the limitations and restrictions in Article 10), Buyer shall assume, with respect to the Assets, all responsibility and liability for any assessment, remediation, removal, transportation, and disposal of these materials and associated activities in accordance with all Legal Requirements and requirements of Governmental Bodies.

2.07 **Allocation of Purchase Price**.

(a) The Purchase Price shall be allocated among the Assets as set forth in Schedule 2.07. Sellers and Buyer agree to be bound by the Allocated Values set forth in Schedule 2.07 for purposes of Article 11.

(b) Sellers and Buyer shall use commercially reasonable efforts to agree, for the purpose of making the requisite filings under Section 1060 of the Code, and the regulations thereunder, to an allocation of the the Purchase Price and any items that are treated as consideration for U.S. federal income Tax purposes among the Assets, and to the extent permitted by law, such allocation shall be in a manner consistent with the Allocated Values, as set forth on Schedule 2.07 (the "Tax Allocation"). If Sellers and Buyer are unable to agree upon such allocation, then such allocation shall be determined by the Accounting Expert (the fees and expenses of which shall be borne one-half (1/2) by Sellers and one-half (1/2) by Buyer). Once Buyer and Sellers agree to such an allocation or such allocation is determined by the Accounting Expert, as applicable, Sellers and Buyer each agree to report, and to cause their respective Affiliates to report, the federal, state, and local income and other Tax consequences of the Contemplated Transactions, and in particular to report the information required by Section 1060(b) of the Code, and to jointly prepare Form 8594 (Asset Acquisition Statement under Section 1060 of the

Code) as promptly as possible following the Closing Date and in a manner consistent with the Tax Allocation as revised to take into account subsequent adjustments to the Purchase Price, including any adjustments pursuant to this Agreement to determine the Final Amount, and shall not take any position inconsistent therewith upon examination of any Tax Return, in any refund claim, in any litigation, investigation or otherwise, unless required to do so by any Legal Requirement after notice to and discussions with the other Parties, or with such other Party's or Parties' prior consent; *provided, however*, that no Party shall be unreasonably impeded in its ability and discretion to negotiate, compromise and/or settle any Tax audit, claim or similar proceedings in connection with such allocation.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller represents and warrants to Buyer as of the Execution Date and the Closing Date, the following:

3.01 **Organization and Good Standing**. Such Seller is a Delaware limited liability company, and is duly organized, validly existing, and in good standing under the laws of the State of Delaware and, where required, is duly qualified to do business and is in good standing in each jurisdiction in which the Assets are located, with full limited liability company power and authority to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use. Such Seller is not a "foreign person" for purposes of Section 1445 of the Code.

3.02 **Authority; No Conflict**.

(a) The execution, delivery, and performance of this Agreement and the Contemplated Transactions have been duly and validly authorized by all necessary limited liability company action on the part of such Seller. This Agreement has been duly executed and delivered by such Seller and at the Closing, all instruments executed and delivered by any Seller at or in connection with the Closing shall have been duly executed and delivered by such Seller. This Agreement constitutes the legal, valid, and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law). Upon execution and delivery by such Seller of the Instruments of Conveyance to which it is a party at the Closing, such Instruments of Conveyance shall constitute legal, valid and binding transfers and conveyances of the Assets. Upon the execution and delivery by such Seller of any other documents to which it is a party at the Closing (collectively with the Instruments of Conveyance, such Seller's "Seller Closing Documents"), such Seller Closing Documents shall constitute the legal, valid, and binding obligations of such Seller, enforceable against such Seller in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law).

(b) Except as set forth in Schedule 3.02(b), and assuming the receipt of all Consents and the waiver of all Preferential Purchase Rights (in each case) applicable to the Contemplated Transactions, neither the execution and delivery of this Agreement by such Seller nor the consummation or performance of any of the Contemplated Transactions by such Seller shall, directly or indirectly (with or without notice or lapse of time):

(i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of such Seller, or (B) any resolution adopted by the board of directors, managers or officers of such Seller;

(ii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any Contract or agreement or any Legal Requirement or Order to which such Seller or any of the Assets may be subject;

(iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that relates to the Assets; or

(iv) result in the imposition or creation of any Encumbrance upon or with respect to any of the Assets, except for Permitted Encumbrances.

3.03 **Bankruptcy**. Except for claims or matters related to the bankruptcy case of Linn Energy, LLC and its subsidiaries commenced on May 11, 2016 and concluded on February 28, 2017, for which the United States Bankruptcy Court for the Southern District of Texas retains jurisdiction, there are no bankruptcy, reorganization, receivership, or arrangement proceedings pending or being contemplated by such Seller or, to such Seller's Knowledge, Threatened against such Seller.

3.04 **Taxes**. All material Tax Returns required to be filed by such Seller with respect to Asset Taxes have been timely filed and all such Tax Returns are correct and complete in all material respects. All material Asset Taxes required to be paid by such Seller and that are or have become due have been timely paid in full, and such Seller is not delinquent in the payment of any such Asset Taxes. There is not currently in effect any extension or waiver of any statute of limitations of any jurisdiction regarding the assessment or collection of any Asset Taxes. There are no administrative or judicial proceedings by any taxing authority pending against such Seller relating to or in connection with any Asset Taxes. All Tax withholding and deposit requirements imposed by applicable Legal Requirements with respect to any of the Assets have been satisfied in all material respects. Except as disclosed on Schedule 3.04, no Asset is subject to any tax partnership agreement or provisions requiring a partnership income tax return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code or any similar state statute.

3.05 **Legal Proceedings**. Other than the Assumed Litigation, such Seller has not been served with any Proceeding, and, to such Seller's Knowledge, there is no pending or Threatened Proceeding (except for immaterial or frivolous claims) against such Seller or any of its Affiliates, in each case, that (a) relates to the Assets or such Seller's ownership or operation of any of the Assets, or (b) challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions.

3.06 **Brokers**. Neither such Seller nor any of its Affiliates has incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the Contemplated Transactions other than obligations that are and will remain the sole responsibility of such Seller and its Affiliates.

3.07 **Compliance with Legal Requirements**. Except as set forth in Schedule 3.07, there is no uncured material violation by such Seller of any material Legal Requirements with respect to such Seller's ownership of the Assets. Notwithstanding the foregoing, Sellers make no representation or warranty in this Section 3.07 regarding compliance with Environmental Laws, which representations and warranties are set forth in Section 3.13.

3.08 **Prepayments**. Except for any Imbalances, such Seller has not received payment under any Contract for the sale of Hydrocarbons produced from the Assets which requires delivery in the future to any party of Hydrocarbons previously paid for and not yet delivered.

3.09 **Imbalances**. To such Seller's Knowledge, except as set forth in Schedule 3.09, there are no Imbalances with respect to such Seller's obligations relating to the Wells as of the Effective Time.

3.10 **Material Contracts**. To such Seller's Knowledge, Schedule 3.10 sets forth all Applicable Contracts of the type described below as of the Execution Date (collectively, the "Material Contracts"):

(a) any Applicable Contract that is a Hydrocarbon purchase and sale, transportation, gathering, treating, processing, or similar Applicable Contract that is not terminable without penalty on ninety (90) days' or less notice;

(b) any Applicable Contract that can reasonably be expected to result in aggregate payments by such Seller of more than Two Hundred Thousand Dollars ($200,000) net to such Seller's interest during the current or any subsequent fiscal year or more than One Million Dollars ($1,000,000) in the aggregate net to such Seller's interest over the term of such Applicable Contract (based on the terms thereof and contracted (or if none, current) quantities where applicable);

(c) any Applicable Contract that can reasonably be expected to result in aggregate revenues to such Seller of more than Two Hundred Thousand Dollars ($200,000) net to such Seller's interest during the current or any subsequent fiscal year or more than One Million Dollars ($1,000,000) in the aggregate net to such Seller's interest over the term of such Applicable Contract (based on the terms thereof and contracted (or if none, current) quantities where applicable);

(d) any Applicable Contract that is an indenture, mortgage, loan, credit agreement, sale-leaseback, guaranty of any obligation, bond, letter of credit, or similar financial Contract;

(e) any Applicable Contract that constitutes a partnership agreement, joint venture agreement, area of mutual interest agreement, joint development agreement, joint operating agreement, unit agreement, participation agreement, exploration agreement, development agreement, farmin or farmout agreement or similar Contract where the primary obligation has not been completed prior to the Effective Date (in each case, excluding any tax partnership);

(f) any Applicable Contract between any Seller and its Affiliate that will not be terminated prior to Closing; and

(g) any Applicable Contract that (i) contains or constitutes an existing area of mutual interest agreement or (i) includes non-competition restrictions or other similar restrictions on doing business.

Neither such Seller, nor to such Seller's Knowledge, any other Third Party, is in default under any Material Contract, except as set forth in Schedule 3.10. Except as set forth in Schedule 3.10, there are no Contracts with Affiliates of such Seller that will be binding on the Assets after Closing. The Material Contracts are in full force and effect as to the applicable Seller bound thereby and, to such Seller's Knowledge, as to each counterparty (in each case, excluding any Material Contract that terminates as a result of expiration of its existing term). To such Seller's Knowledge, except as set forth in Schedule 3.10, no event has occurred that with notice or lapse of time or both would constitute any default under any Material Contract by any Seller or by any other Person that is a party to such Material Contract.

3.11 **Consents and Preferential Purchase Rights**. Except as set forth in Schedule 3.11, none of the Assets is subject to any Preferential Purchase Rights or Consents required to be obtained by such Seller which may be applicable to the Contemplated Transactions, except for (a) Consents and approvals of Governmental Bodies that are customarily obtained after Closing, and (b) Contracts that are terminable upon not greater than ninety (90) days' notice without payment of any fee.

3.12 **Permits.** Except as set forth in Schedule 3.12, (a) such Seller has all required Permits from appropriate Governmental Bodies to own the Assets in material compliance with all applicable Legal Requirements; (b) all such Permits are in full force and effect and no Proceeding is pending or, to Sellers' Knowledge, Threatened to suspend, revoke or terminate any such Permit or declare any such Permit invalid; and (c) such Seller is in compliance in all material respects with all such Permits. The execution and delivery of this Agreement and the consummation of the Contemplated Transactions will not result in any revocation, cancellation, suspension or modification of any Permit, and such Seller has not received any written notice of any material violation of any Permit.

3.13 **Environmental Laws**. Except as disclosed on Schedule 3.13, (a) there are no actions, suits or proceedings pending, or to such Seller's Knowledge, threatened in writing, before any Governmental Body with respect to the Assets alleging material violations of, or material liabilities under, Environmental Laws, or claiming remediation obligations, (b) such Seller has not received any notice from any Person of any alleged or actual material violation or non-compliance with, or material liability under, any Environmental Law or of material non-compliance with the terms or conditions of any environmental permits, arising from, based upon, associated with or related to the Assets or the ownership or operation of any thereof, and (c) to Sellers' Knowledge, there is no material uncured violation of any Environmental Law relating to the Assets.

3.14 **Wells**. To such Seller's Knowledge, except as disclosed on Schedule 3.14 (a) no Well is subject to material penalties on allowable production after the Effective Time because of any overproduction, and (b) there are no Wells that such Seller is obligated by any Legal Requirement or contract to plug or abandon or that are currently subject to exceptions to a requirement to plug or abandon issued by a Governmental Body.

3.15 **Leases and Rights-of-Way**. To such Seller's Knowledge, no written demands or written notices of default or noncompliance or dispute have been received by any Seller relating to the Leases or Rights-of-Way that remain uncured or outstanding.

3.16 **Disclosures with respect to Materiality**. Inclusion of a matter on Sellers' disclosure Schedules with respect to a representation or warranty that is qualified by "material" or any variant thereof shall not necessarily be deemed an indication that such matter does, or may, be material. Matters may be disclosed on a Schedule to this Agreement for purposes of information only.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers, as of the Execution Date and the Closing Date, the following:

4.01 **Organization and Good Standing; Identity of Buyer**. Buyer is a limited liability company and duly organized, validly existing, and in good standing under the laws of Delaware and is duly qualified to do business and is in good standing in each jurisdiction in which the Assets are located.

4.02 **Authority; No Conflict**.

(a) This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Upon the execution and delivery by Buyer of the Instruments of Conveyance and any other documents executed and delivered by Buyer at the Closing (collectively, "Buyer's Closing Documents"), Buyer's Closing Documents shall constitute the legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Buyer has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and Buyer's Closing Documents, and to perform its obligations under this Agreement and Buyer's Closing Documents.

(b) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer shall give any Person the right to prevent, delay, or otherwise interfere with any of the Contemplated Transactions.

(c) Assuming receipt of all Consents, neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer shall (i) contravene, conflict with, or result in a violation of any provision of the Organizational Documents of Buyer, (ii) contravene, conflict with, or result in a violation of any resolution adopted by the board of managers, or members of Buyer, or (iii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any agreement or any Legal Requirement or Order to which Buyer may be subject.

(d) Except as set forth in Schedule 3.11, Buyer is not and shall not be required to give any notice to or obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

4.03 **Certain Proceedings**. There is no Proceeding pending against Buyer that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To Buyer's Knowledge, no such Proceeding has been Threatened.

4.04 **Knowledgeable Investor**. Buyer is an experienced and knowledgeable investor in the oil and gas business. Prior to entering into this Agreement, Buyer was advised by its own legal, tax, and other professional counsel concerning this Agreement, the Contemplated Transactions, the Assets, and their value, and it has relied solely thereon and on the representations and obligations of Sellers in this Agreement and the documents to be executed by Sellers in connection with this Agreement at the Closing. Buyer is acquiring the Assets for its own account and not for sale or distribution in violation of the Securities Act of 1933, as amended, the rules and regulations thereunder, any applicable state blue sky laws, or any other applicable Legal Requirements.

4.05 **Qualification**. Buyer is an "accredited investor," as such term is defined in Regulation D of the Securities Act of 1933, as amended. Buyer is not acquiring the Assets in connection with a distribution or resale thereof in violation of federal or state securities laws and the rules and regulations thereunder. Without limiting Section 6.02, Buyer is, or as of the Closing will be, qualified under applicable Legal Requirements to hold leases, rights-of-way, and other rights issued or controlled by (or on behalf of) any applicable Governmental Body and will be qualified under applicable Legal Requirements to own and operate the Assets. Buyer has, or as of the Closing will have, posted such bonds as may be required for the ownership or, where applicable, operatorship by Buyer of the Assets. To Buyer's Knowledge, no fact or condition exists with respect to Buyer or the Assets which may cause any Governmental Body to withhold its approval of the Contemplated Transactions.

4.06 **Brokers**. Neither Buyer nor its Affiliates have incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the Contemplated Transactions other than obligations that are or will remain the sole responsibility of Buyer and its Affiliates.

4.07 **Financial Ability**. Buyer has sufficient cash, available lines of credit, or other sources of immediately available funds to enable it to (a) deliver the amounts due at the Closing, (b) take such actions as may be required to consummate the Contemplated Transactions, and (c) timely pay and perform Buyer's obligations under this Agreement and Buyer's Closing Documents. Buyer expressly acknowledges that the failure to have sufficient funds shall in no event be a condition to the performance of its obligations hereunder, and in no event shall the Buyer's failure to perform its obligations hereunder be excused by failure to receive funds from any source.

4.08 **Securities Laws**. At no time has Buyer been presented with or solicited by or through any public promotion or any form of advertising in connection with the Contemplated Transactions. Buyer is not acquiring the Assets with the intent of distributing fractional, undivided interests that would be subject to regulation by federal or state securities laws, and that if it sells, transfers, or otherwise disposes of the Assets or fractional undivided interests therein, it shall do so in compliance with applicable federal and state securities laws.

4.09 **Business Use, Bargaining Position**. Buyer is purchasing the Assets for commercial or business use. Buyer has sufficient knowledge and experience in financial and business matters that enables it to evaluate the merits and the risks of transactions such as the Contemplated Transactions, and Buyer is not in a significantly disparate bargaining position with Sellers. Buyer expressly acknowledges and recognizes that the price for which Sellers have agreed to sell the Assets and perform their respective obligations under the terms of this Agreement has been predicated upon the inapplicability of the Texas Deceptive Trade Practices—Consumer Protection Act, V.C.T.A. BUS & COMM ANN. § 17.41 et seq. (the "DTPA"), to the extent applicable, or any similar Legal Requirement, and the waiver of the DTPA, and any similar Legal Requirement, by Buyer contained in Section 13.04. **BUYER FURTHER RECOGNIZES THAT SELLER, IN DETERMINING TO PROCEED WITH ENTERING INTO THIS AGREEMENT, HAS EXPRESSLY RELIED ON THE PROVISIONS OF THIS ARTICLE 4.**

4.10 **Bankruptcy**. There are no bankruptcy, reorganization, receivership, or arrangement proceedings pending or being contemplated by Buyer or, to Buyer's Knowledge, Threatened against Buyer. Buyer is, and will be immediately after giving effect to the Contemplated Transactions, solvent.

ARTICLE 5
COVENANTS OF SELLERS

5.01 **Access and Investigation**.

(a) Between the Execution Date and the Closing Date, to the extent doing so would not violate applicable Legal Requirements, a Seller's obligations to any Third Party or other restrictions on Sellers (provided that Sellers shall use commercially reasonable efforts to obtain consents or waivers from Third Parties with respect to such obligations or other restrictions if requested to do so by Buyer), each Seller shall afford Buyer and its Representatives access, by appointment only, during such Seller's regular hours of business to reasonably appropriate Seller personnel, any of such Seller's contracts, books and records, and other documents and data related to the Assets, except any such contracts, books and records, or other documents and data that are Excluded Assets or that cannot, without unreasonable effort or expense, be separated from any contracts, books and records, or other documents and data that are Excluded Assets; ***PROVIDED*** **THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN THE INSTRUMENTS OF CONVEYANCE, SELLERS MAKE NO REPRESENTATION OR WARRANTY, AND EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE DOCUMENTS, INFORMATION, BOOKS, RECORDS, FILES, AND OTHER DATA THAT SELLERS MAY PROVIDE OR DISCLOSE TO BUYER**.

(b) Notwithstanding the provisions of Section 5.01(a), (i) Buyer's investigation shall be conducted in a manner that minimizes interference with the operation of the business of Sellers and any applicable Third Parties, and (ii) Buyer's right of access shall not entitle Buyer to operate equipment or conduct subsurface or other invasive testing or sampling. Environmental review shall not exceed the review contemplated by a Phase I Environmental Site Assessment without Sellers' prior written permission, which may be withheld in Sellers' sole discretion.

(c) Buyer acknowledges that, pursuant to its right of access to the Records and the other Assets, Buyer will become privy to confidential and other information of Sellers and their respective Affiliates and the Assets and that such confidential information shall be held confidential by Buyer and Buyer's Representatives in accordance with the terms of the Confidentiality Agreement. If the Closing should occur, the foregoing confidentiality restriction on Buyer, including the Confidentiality Agreement, shall terminate (except as to the Excluded Assets); *provided* that such termination of the Confidentiality Agreement shall not relieve any party thereto from any liability thereunder for the breach of such agreement prior to the Execution Date.

5.02 **Operation of the Assets**. Except as set forth on Schedule 5.02, or as required by applicable Legal Requirements, between the Execution Date and the Closing, Sellers shall operate their business with respect to Sellers' ownership of the Assets in the ordinary course, and, without limiting the generality of the preceding, each Seller shall:

(a) not transfer, sell, hypothecate, encumber, or otherwise dispose of any of the Assets, except as required under any Leases or Contracts, and except for sales of Hydrocarbons, equipment and inventory in the ordinary course of business;

(b) not abandon any Asset (except the abandonment or expiration of Leases in accordance with their terms, including with respect to leases not capable of producing in paying quantities after the expiration of their primary terms or for failure to pay delay rentals or shut-in royalties or similar types of lease maintenance payments, which shall, in each case, be at such Seller's sole discretion);

(c) not execute, terminate, cancel, extend, or materially amend or modify any Material Contract, Lease or Right-of-Way other than the execution or extension of a Contract for the sale, exchange, transportation, gathering, treating, or processing of Hydrocarbons terminable without penalty on ninety (90) days' or shorter notice; and

(d) not commit to do any of the foregoing.

Buyer acknowledges that Sellers own undivided interests in certain of the properties comprising the Assets where Buyer is the operator, and Buyer agrees that the acts or omissions of Buyer as the operator of the Assets shall not constitute a Breach of the provisions of this Section 5.02, nor shall any action required by a vote of working interest owners constitute such a Breach so long as the applicable Seller or its Affiliate has voted its interest in a manner that complies with the provisions of this Section 5.02.

5.03 **Insurance**. Each Seller shall maintain in force during the period from the Execution Date until the Closing, all of such Seller's insurance policies pertaining to the Assets in the amounts and with the coverages currently maintained by such Seller. The daily pro-rated annual premiums for insurance that accrue after the Effective Time and are attributable to the insurance coverage for the period after the Effective Time until the Closing will constitute Property Costs.

5.04 **Consent and Waivers**. Sellers shall use commercially reasonable efforts to obtain prior to the Closing written waivers of all Preferential Purchase Rights and all Consents necessary for the transfer of the Assets to Buyer; *provided* that in the event Sellers are unable to obtain all such waivers of Preferential Purchase Rights and Consents after using such commercially reasonable efforts, such failure to satisfy shall not constitute a Breach of this Agreement. Sellers shall not be required to make any payments to, or undertake any obligations for the benefit of, the holders of such rights in order to obtain the Required Consents. Buyer shall cooperate with Sellers in seeking to obtain such Consents.

5.05 **Amendment to Schedules**. Until the fifth (5th) Business Day before Closing, Sellers shall have the right (but not the obligation) to supplement the Schedules relating to the representations and warranties set forth in Article 3 with respect to any matters discovered or occurring subsequent to the Execution Date. Except to the extent such updates are a direct result of actions taken by Buyer, or by Seller with Buyer's consent pursuant to Section 5.02, prior to Closing, any such supplement shall not be considered for purposes of determining if Buyer's Closing conditions have been met under Section 7.01 or for determining any remedies available under this Agreement; *provided, however*, that if Closing occurs, then such supplements shall be incorporated into Sellers' disclosure Schedules and Buyer shall not be entitled to make a claim pursuant to Section 10.02(a) with respect to any such matters that occurred after the Execution Date and were not the result of a Breach of the Sellers' covenants or obligations under this Agreement.

ARTICLE 6
OTHER COVENANTS

6.01 **Notification and Cure**. If Buyer has Knowledge as of the Execution Date of any Breach of Seller's representations and warranties, Buyer shall have no remedy under this Agreement, including under Section 9.01 and Article 10, with respect to such Breach. Between the Execution Date and the Closing Date, Buyer shall promptly notify Sellers in writing and Sellers shall promptly notify Buyer in writing if Sellers or Buyer, as applicable, obtain Knowledge of any Breach, in any

material respect, of any Party's representations and warranties or covenants as of the Execution Date, or of an occurrence after the Execution Date that would cause or constitute a Breach, in any material respect, of any such representation and warranty or covenant had such representation and warranty or covenants been made as of the time of occurrence or discovery of such fact or condition. If any of Buyer's or Sellers' representations or warranties are untrue or shall become untrue in any material respect between the Execution Date and the Closing Date, or if any of Buyer's or Sellers' covenants or agreements to be performed or observed prior to or on the Closing Date shall not have been so performed or observed in any material respect, and if such breach of representation, warranty, covenant or agreement shall (if curable) be cured by the Closing (or, if the Closing does not occur, by the date set forth in Section 9.01(d)), then such breach shall be considered not to have occurred for all purposes of this Agreement.

6.02 **Satisfaction of Conditions**. Between the Execution Date and the Closing Date (a) Sellers shall use commercially reasonable efforts to cause the conditions in Article 7 to be satisfied, and (b) Buyer shall use commercially reasonable efforts to cause the conditions in Article 8 to be satisfied; *provided, however*, that if Sellers or Buyer, as applicable, are unable to satisfy such conditions after using such commercially reasonable efforts, such failure to satisfy shall not constitute a Breach of this Agreement.

6.03 **Insurance, Bonds, Letters of Credit, and Guaranties**.

(a) The Parties understand that none of the insurance currently maintained by Sellers or Sellers' respective Affiliates covering the Assets, nor any of the bonds, letters of credit, or guaranties, if any, posted by Sellers or Sellers' respective Affiliates with Governmental Bodies or co-owners and relating to the Assets will be transferred to Buyer.

(b) Promptly (but in no event later than thirty (30) days) after Closing, Buyer shall, at its sole cost and expense, make all filings with Governmental Bodies necessary to assign and transfer the Assets and title thereto and to comply with applicable Legal Requirements, and Sellers shall reasonably assist Buyer with such filings. The Parties acknowledge that Buyer shall be entitled to make a claim under the special warranty of Defensible Title in the Instruments of Conveyance for any Encumbrance on any Seller's interest in the Assets arising by, through, or under Sellers, but not otherwise, after the Closing and before Buyer files the Instruments of Conveyance of record in the applicable county records.

6.04 **Governmental Reviews**. Sellers and Buyer shall (and shall cause their respective Affiliates to), in a timely manner, make all other required filings (if any) with, prepare applications to, and conduct negotiations with Governmental Bodies as required to consummate the Contemplated Transactions. Each Party shall, to the extent permitted pursuant to applicable Legal Requirements, cooperate with and use all reasonable efforts to assist the other with respect to such filings, applications and negotiations.

ARTICLE 7
CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

7.01 **Accuracy of Representations**. All of Sellers' respective representations and warranties set forth in Article 3 must have been true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Execution Date, and must be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Closing Date as if made by Sellers on the Closing Date, other than any such representation and warranty that refers to a specified date, which need only be true and correct in all material respects (or, if qualified by materiality, true and correct in all respects) on and as of such specified date.

7.02 **Sellers' Performance**. All of the covenants and obligations that Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

7.03 **No Proceedings**. There must not have been commenced or Threatened any Proceeding (other than any matter initiated by either Buyer or its Affiliates) seeking to restrain, enjoin, or otherwise prohibit or make illegal, or seeking to recover material damages on account of, any of the Contemplated Transactions.

7.04 **No Orders**. On the Closing Date, there shall be no Order pending or remaining in force of any Governmental Body having appropriate jurisdiction that attempts to restrain, enjoin, or otherwise prohibit the consummation of the Contemplated Transactions, or that grants material damages in connection therewith.

7.05 **Necessary Consents and Approvals**. All Consents from Governmental Bodies and all approvals from Governmental Bodies required for the Contemplated Transactions, except Consents and approvals of assignments by Governmental Bodies that are customarily obtained after closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

7.06 **Closing Deliverables**. Sellers shall have delivered (or be ready, willing and able to deliver at the Closing) to Buyer the documents and other items required to be delivered by Sellers under Section 2.04(a).

ARTICLE 8
CONDITIONS PRECEDENT TO SELLERS' OBLIGATION TO CLOSE

Sellers' obligation to sell the Assets and to take the other actions required to be taken by Sellers at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Sellers, in whole or in part):

8.01 **Accuracy of Representations**. All of Buyer's representations and warranties set forth in Article 4 must have been true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Execution Date, and must be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Closing Date as if made on the Closing Date, other than any such representation and warranty that refers to a specified date, which need only be true and correct in all material respects (or, if qualified by materiality, true and correct in all respects) on and as of such specified date.

8.02 **Buyer's Performance**. All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

8.03 **No Proceedings**. There must not have been commenced or Threatened any Proceeding (other than any matter initiated by any Seller or an Affiliate of any Seller) seeking to restrain, enjoin, or otherwise prohibit or make illegal, or seeking to recover material damages on account of, any of the Contemplated Transactions.

8.04 **No Orders**. On the Closing Date, there shall be no Order pending or remaining in force of any Governmental Body having appropriate jurisdiction that attempts to restrain, enjoin, or otherwise prohibit the consummation of the Contemplated Transactions, or that grants material damages in connection therewith.

8.05 **Necessary Consents and Approvals**. All Consents from Governmental Bodies and all approvals from Governmental Bodies required for the Contemplated Transactions, except Consents and approvals of assignments by Governmental Bodies that are customarily obtained after closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

8.06 **Closing Deliverables**. Buyer shall have delivered (or be ready, willing and able to deliver at the Closing) to Sellers the documents and other items required to be delivered by Buyer under Section 2.04(b).

ARTICLE 9
TERMINATION

9.01 **Termination Events**. This Agreement may, by written notice given prior to or at the Closing, be terminated:

(a) by mutual written agreement of Sellers and Buyer;

(b) by Buyer, if any Seller has committed a material Breach of this Agreement and such Breach causes any of the conditions to Closing set forth in Article 7 not to be satisfied (or, if prior to Closing, such Breach is of such a magnitude or effect that it will not be possible for such condition to be satisfied); *provided*, *however*, that in the case of a Breach that is capable of being cured, the applicable Seller or Sellers shall have a period of ten (10) Business Days following receipt of such notice to attempt to cure the Breach and the termination under this Section 9.01(b) shall not become effective unless such Seller or Sellers fail to cure such Breach prior to the end of such ten (10) Business Day period; *provided*, *further*, if (i) Sellers' conditions to Closing have been satisfied or waived in full, (ii) Buyer is not in material Breach of the terms of this Agreement and (iii) all of Buyer's conditions to Closing have been satisfied or waived, then the refusal or willful or negligent delay by Sellers to timely close the Contemplated Transactions shall constitute a material Breach of this Agreement;

(c) by Sellers, if Buyer has committed a material Breach of this Agreement and such breach causes any of the conditions to Closing set forth in Article 8 not to be satisfied (or, if prior to Closing, such Breach is of such a magnitude or effect that it will not be possible for such condition to be satisfied); *provided*, *however*, that in the case of a Breach that is capable of being cured, Buyer shall have a period of ten (10) Business Days following receipt of such notice to attempt to cure the Breach and the termination under this Section 9.01(c) shall not become effective unless Buyer fails to cure such Breach prior to the end of such ten (10) Business Day period; *provided*, *further*, if (i) Buyer's conditions to Closing have been satisfied or waived in full, (ii) Sellers are not in material Breach of the terms of this Agreement and (iii) all of Sellers' conditions to Closing have been satisfied or waived, then the refusal or willful or negligent delay by Buyer to timely close the Contemplated Transactions shall constitute a material Breach of this Agreement;

(d) by either Sellers or Buyer if the Closing has not occurred on or before August 1, 2017 (the "Outside Date"), or such later date as the Parties may agree upon in writing; *provided* that such failure does not result from the terminating Party's or Parties' material Breach of this Agreement;

(e) by either Sellers or Buyer if (i) any Legal Requirement has made the consummation of the Contemplated Transactions illegal or otherwise prohibited, or (ii) a Governmental Body has issued an Order, or taken any other action permanently restraining, enjoining, or otherwise prohibiting the consummation of the Contemplated Transactions, and such order, decree, ruling, or other action has become final and nonappealable; or

(f) by Sellers if the sum of (i) all Title Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible (*less* the sum of all Title Benefit Values), *plus* (ii) the Aggregate Environmental Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible, *plus* (iii) the aggregate downward Purchase Price adjustments under Section 11.02, *plus* (iv) the aggregate downward Purchase Price adjustments under Section 11.03, exceeds twenty-five percent (25%) of the unadjusted Purchase Price;

(g) by Buyer if the sum of (i) all Title Defect Values agreed on by the Parties or finally determined pursuant to Article 11, *plus* (ii) all Environmental Defect Values agreed on by the Parties or finally determined pursuant to Article 11, *plus* (iii) the aggregate downward Purchase Price adjustments under Section 11.02, *plus* (iv) the aggregate downward Purchase Price adjustments under Section 11.03, exceeds twenty-five percent (25%) of the unadjusted Purchase Price; or

(h) by Sellers if Buyer fails to deposit the Deposit Amount into the Escrow Account on or before 5:00 p.m. (Central Time) on the first (1st) Business Day after the Execution Date.

9.02 **Effect of Termination; Distribution of the Deposit Amount**.

(a) If this Agreement is terminated pursuant to Section 9.01, all further obligations of the Parties under this Agreement shall terminate; *provided* that (a) such termination shall not impair nor restrict the rights of any Party against any other Party or Parties with respect to the Deposit Amount pursuant to Section 9.02(b), (b) except to the extent either Sellers or Buyer has received the Deposit Amount (and with respect to Buyer, damages pursuant to Section 9.02(b)(ii)) as liquidated damages pursuant to Section 9.02(b), the termination of this Agreement shall not relieve any Party from liability for any failure to perform or observe in any material respect any of its agreements or covenants contained herein which are to be performed or observed at or prior to Closing, (c) except to the extent either Seller or Buyer have received the Deposit Amount (and with respect to Buyer, damages pursuant to Section 9.02(b)(ii)) as liquidated damages pursuant to Section 9.02(b), to the extent such termination results from the material Breach by a Party of any of its covenants or agreements hereunder, the other Party or Parties shall be entitled to all remedies available at law or in equity with respect to such Breach and shall be entitled to recover court costs and reasonable attorneys' fees in addition to any other relief to which such Party may be entitled, and (d) the following provisions shall survive the termination: Article 1, Sections 9.02, 10.02(c), 10.03(c), 10.06, 10.07, 10.10, 10.11, 10.12, Article 13 (other than Section 13.01) and any such terms as set forth in this Agreement that are necessary to give context to any of the foregoing surviving Sections.

(b) Notwithstanding anything to the contrary in Section 9.02(a):

(i) If Sellers have the right to terminate this Agreement (A) pursuant to Section 9.01(c) or (B) pursuant to Section 9.01(d), if at such time Sellers could have terminated this Agreement pursuant to Section 9.01(c) (without regard to any cure periods contemplated therein, but with Buyer given a ten (10) Business Day cure period after any notice of intent to so terminate pursuant to Section 9.01(d)), then, in either case, Sellers shall have the right, at their sole discretion, to either (1) enforce specific performance by Buyer of this Agreement, without posting any bond or the necessity of proving the inadequacy as a remedy of monetary damages, in which event the Deposit Amount will be applied as called for herein, or (2) if Sellers do not seek and successfully enforce specific performance, terminate this Agreement and receive the Deposit Amount as liquidated damages (and not as a penalty). If Sellers elect to terminate this Agreement pursuant to this Section 9.02(b)(i) and receive the Deposit Amount as liquidated damages, (x) the Parties shall, within two (2) Business Days of Sellers' election, execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Sellers and (y) Sellers shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(ii) If Buyer has the right to terminate this Agreement (A) pursuant to Section 9.01(b) or (B) pursuant to Section 9.01(d), if at such time Buyer could have terminated this Agreement pursuant to Section 9.01(b) (without regard to any cure periods contemplated therein, but with Sellers given a ten (10) Business Day cure period after any notice of intent to so terminate pursuant to Section 9.01(d)), then, in either case, Buyer shall have the right, at its sole discretion, to either (1) enforce specific performance by Sellers of this Agreement, without posting any bond or the necessity of proving the inadequacy as a remedy of monetary damages, in which event the Deposit Amount will be applied as called for herein, or (2) if Buyer does not seek and successfully enforce specific performance, terminate this Agreement and (in addition to retention of the Deposit Amount) seek to recover damages from Sellers in an amount up to, but not exceeding the Deposit Amount (unless the Breach that gave rise to Buyer's right to terminate was knowing and intentional, such as refusing to perform or intentionally taking a prohibited action, in which event such damages may exceed the Deposit Amount) as liquidated damages (and not as a penalty). If Buyer elects to terminate this Agreement pursuant to this Section 9.02(b)(ii) and seek damages in an amount up to the Deposit Amount as liquidated damages, the Parties shall, within two (2) Business Days of Buyer's election, (x) execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Buyer and (y) Sellers shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(iii) If this Agreement is terminated by Sellers in accordance with Section 9.01(h), then the Parties shall have no additional remedies against one another as a result of such termination, and Sellers shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(c) The Parties recognize that the actual damages for a Party's material Breach of this Agreement would be difficult or impossible to ascertain with reasonable certainty and agree that the Deposit Amount would be a reasonable liquidated damages amount for such material Breach (subject to additional damages in the event of a knowing and intentional Breach by one or more of the Sellers).

(d) If this Agreement is terminated by either Buyer or Sellers pursuant to Section 9.01 for any reason other than as described in Section 9.02(b), then, in any such case, the Parties shall, within two (2) Business Days of such termination, execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Buyer.

ARTICLE 10
INDEMNIFICATION; REMEDIES

10.01 **Survival**. The survival periods for the various representations, warranties, covenants and agreements contained herein shall be as follows: (a) Fundamental Representations shall survive indefinitely, (b) the representations and warranties in Section 3.04 and the covenants and agreements in Section 2.07(b) and Section 13.02 shall survive for the applicable statute of limitations plus sixty (60) days, (c) the special warranty of Defensible Title set forth in the Instruments of Conveyance shall survive for thirty-six (36) months after Closing, (e) all other representations, warranties, covenants and agreements of Sellers shall survive for fifteen (15) months after Closing and (f) all other representations, warranties, covenants and agreements of Buyer shall survive indefinitely. Representations, warranties, covenants and agreements shall be of no further force and effect after the date of their expiration; *provided* that there shall be no termination of any bona fide claim asserted pursuant to this Agreement with respect to such a representation, warranty, covenant or agreement prior to its expiration date. The indemnities in Sections 10.02(a), 10.02(b), 10.03(a) and 10.03(b) shall terminate as of the termination date of each respective representation, warranty, covenant or agreement that is subject to indemnification thereunder, except in each case as to matters for which a specific written claim for indemnity has been delivered to the indemnifying person on or before such termination date. The indemnities in Section 10.02(c) shall continue for twenty-four (24) months following the Closing. All other indemnities, and all other provisions of this Agreement, shall survive the Closing without time limit except as may otherwise be expressly provided herein.

10.02 **Indemnification and Payment of Damages by Sellers**. Except as otherwise limited in this Article 10, from and after the Closing, each Seller (being jointly and severally liable with each other Seller) shall defend, release, indemnify, and hold harmless Buyer Group from and against, and shall pay to the Buyer Group the amount of, any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of their respective rights under this Agreement arising from, based upon, related to, or associated with:

(a) any Breach of any representation or warranty made by any Seller in this Agreement, or in any certificate delivered by such Seller pursuant to this Agreement;

(b) any Breach by any Seller of any covenant, obligation, or agreement of such Seller in this Agreement;

(c) the Retained Liabilities;

(d) the use, ownership or operation of the Excluded Assets; and

(e) the use, ownership or operation of the Retained Assets.

Notwithstanding anything to the contrary contained in this Agreement, after the Closing, the remedies provided in this Article 10 and Article 11, along with the special warranty of Defensible Title set forth in the Instruments of Conveyance, are Buyer Group's exclusive legal remedies against Sellers with respect to this Agreement and the Contemplated Transactions, including breaches of the representations, warranties, covenants, obligations, and agreements of Sellers contained in this Agreement or the affirmations of such representations, warranties, covenants, obligations, and agreements contained in the certificates delivered by Sellers at Closing pursuant to Section 2.04, all other legal rights and remedies being expressly waived by Buyer Group; *provided* that Buyer is entitled to any equitable remedies available under applicable Legal Requirements in connection with any Breach by Sellers of Section 13.05.

10.03 **Indemnification and Payment of Damages by Buyer**. Except as otherwise limited in this Article 10 and Article 11, from and after the Closing, Buyer shall assume, be responsible for, pay on a current basis, and shall defend, release, indemnify, and hold harmless Seller Group from and against, and shall pay to Seller Group the amount of any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of their respective rights under this Agreement arising from, based upon, related to, or associated with:

(a) any Breach of any representation or warranty made by Buyer in this Agreement or in any certificate delivered by Buyer pursuant to this Agreement;

(b) any Breach by Buyer of any covenant, obligation, or agreement of Buyer in this Agreement;

(c) any Damages arising out of or relating to access to the Assets and contracts, books and records and other documents and data relating thereto prior to the Closing, including Buyer's title and environmental inspections pursuant to Sections 11.01 and 11.10, including Damages attributable to personal injury, illness or death, or property damage; and

(d) the Assumed Liabilities.

Notwithstanding anything to the contrary contained in this Agreement, and except for Sellers' termination rights under Article 9 of this Agreement, the remedies provided in this Article 10 are Seller Group's exclusive legal remedies against Buyer with respect to this Agreement and the Contemplated Transactions, including breaches of the representations, warranties, covenants, obligations, and agreements by Buyer contained in this Agreement or the affirmations thereof contained in the certificates delivered by Buyer at Closing pursuant to Section 2.04, all other legal rights and remedies being expressly waived by Seller Group; *provided* that Sellers are entitled to any equitable remedies available under applicable Legal Requirements in connection with any Breach by Buyer of Article 13. Buyer shall have no obligations to indemnify any of the Seller Group for any Damages for which Sellers are obligated to indemnify Buyer Group pursuant to Section 10.02.

10.04 **Indemnity Net of Insurance**. The amount of any Damages for which an indemnified Party is entitled to indemnity under this Article 10 shall be reduced by the amount of insurance or indemnification proceeds realized by the indemnified Party or its Affiliates with respect to such Damages (net of any collection costs, and excluding the proceeds of any insurance policy issued or underwritten, or indemnity granted, by the indemnified Party or its Affiliates).

10.05 **Limitations on Sellers' Liability**.

(a) Except with respect to the Fundamental Representations and the representations and warranties included in Section 3.04, if the Closing occurs, Sellers shall not have any liability for any indemnification under Section 10.02(a): (a) for any Damages with respect to any occurrence, claim, award or judgment with respect to that do not individually exceed One Hundred Thousand Dollars ($100,000) net to Sellers' interest (the "Individual Claim Threshold"); or (b) unless and until the aggregate Damages for which claim notices for claims meeting the Individual Claim Threshold are delivered by Buyer exceed two percent (2%) of the unadjusted Purchase Price, and then only to the extent such Damages exceed two percent (2%) of the unadjusted Purchase Price. Except with respect to the Fundamental Representations and the representations and warranties included in Section 3.04, in no event will Sellers be liable for Damages indemnified under Section 10.02(a) to the extent such damages, exceed twenty percent (20%) of the unadjusted Purchase Price. Notwithstanding anything herein to the contrary, in no event will Sellers' aggregate liability under this Agreement exceed one hundred percent (100%) of the unadjusted Purchase Price.

(b) Notwithstanding anything herein to the contrary, the obligations and rights of the Parties hereunder, and the Damages for which any Party is obligated to indemnify or entitled to indemnity under Section 10.02 or Section 10.03 shall be determined and calculated by excluding and without giving effect to any qualifiers as to materiality or other similar qualifiers set forth in any representation or warranty (including any bringdown of such representation or warranty in any certificate delivered pursuant to this Agreement).

10.06 **Procedure for Indemnification—Third Party Claims**.

(a) Promptly after receipt by an indemnified party under Section 10.02 or 10.03 of a Third Party claim for Damages or notice of the commencement of any Proceeding against it, such indemnified party shall, if a claim is to be made against an indemnifying Party under such Section, give notice to the indemnifying Party or Parties of the commencement of such claim or Proceeding, together with a claim for indemnification pursuant to this Article 10. The failure of any indemnified party to give notice of a Third Party claim or Proceeding as provided in this Section 10.06 shall not relieve the indemnifying Party or Parties of its or their respective obligations under this Article 10 except to the extent such failure results in insufficient time being available to permit the indemnifying Party or Parties to effectively defend against the Third Party claim or participate in the Proceeding or otherwise prejudices the indemnifying Party's or Parties' ability to defend against the Third Party claim or participate in the Proceeding.

(b) If any Proceeding referred to in Section 10.06(a) is brought against an indemnified party and the indemnified party gives notice to the indemnifying Party or Parties of the commencement of such Proceeding, the indemnifying Party or Parties shall be entitled to participate in such Proceeding and, to the extent that it wishes (unless (i) the indemnifying Party or Parties are also a party to such Proceeding and the indemnified party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying or Parties fail to provide reasonable assurance to the indemnified party of its or their financial capacity to defend such Proceeding and provide indemnification with respect to such Proceeding), to assume the defense of such Proceeding with counsel reasonably satisfactory to the indemnified party, and, after notice from the indemnifying Party or Parties to the indemnified party of the indemnifying Party's or Parties' election to assume the defense of such Proceeding, the indemnifying Party or Parties shall not, as long as it diligently conducts such defense, be liable to the indemnified party under this Article 10 for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently incurred by the indemnified party in connection with the defense of such Proceeding. Notwithstanding anything to the contrary in this Agreement, the indemnifying Party or Parties shall not be entitled to assume or continue control of the defense of any such Proceeding if (A) such Proceeding relates to or arises in connection with any criminal proceeding, (B) such Proceeding seeks an injunction or equitable relief against any indemnified Party or Parties, (C) such Proceeding has or would reasonably be expected to result in Damages in excess of the amount set forth in Section 10.05 (i.e., twenty percent (20%) of the unadjusted Purchase Price), or (D) the indemnifying Party or Parties have failed or are failing to defend in good faith such Proceeding. If the indemnifying Party or Parties assume the defense of a Proceeding, no compromise or settlement of such Third Party claims or Proceedings may be effected by the indemnifying Party or Parties without the indemnified party's prior

written consent unless (A) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other Third Party claims that may be made against the indemnified party, and (B) the sole relief provided is monetary damages that are paid in full by the indemnifying Party or Parties, and (C) the indemnified party shall have no liability with respect to any compromise or settlement of such Third Party claims or Proceedings effected without its consent.

10.07 **Procedure for Indemnification – Other Claims**. A claim for indemnification for any matter not involving a Third Party claim may be asserted by notice to the Party or Parties from whom indemnification is sought.

10.08 **Indemnification of Group Members**. The indemnities in favor of Buyer and Sellers provided in Section 10.02 and Section 10.03, respectively, shall be for the benefit of and extend to such Parties' present and former Group members. Any claim for indemnity under this Article 10 by any Group member other than Buyer or Sellers must be brought and administered by the relevant Party to this Agreement. No indemnified party other than Buyer and Sellers shall have any rights against either Sellers or Buyer under the terms of this Article 10 except as may be exercised on its behalf by Buyer or a Seller, as applicable, pursuant to this Section 10.08. Each Seller and Buyer may elect to exercise or not exercise indemnification rights under this Section on behalf of the other indemnified party affiliated with such Party in its sole discretion and shall have no liability to any such other indemnified party for any action or inaction under this Section.

10.09 **Extent of Representations and Warranties**.

(a) **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE INSTRUMENTS OF CONVEYANCE, SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT, OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO BUYER (INCLUDING ANY OPINION, INFORMATION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO BUYER OR ITS AFFILIATES OR REPRESENTATIVES BY ANY AFFILIATES OR REPRESENTATIVES OF ANY SELLER OR BY ANY INVESTMENT BANK OR INVESTMENT BANKING FIRM, ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, SELLERS' RESPECTIVE COUNSEL, OR ANY OTHER AGENT, CONSULTANT, OR REPRESENTATIVE OF ANY SELLER). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE INSTRUMENTS OF CONVEYANCE, SELLERS EXPRESSLY DISCLAIM AND NEGATE ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO (A) THE TITLE TO ANY OF THE ASSETS, (B) THE CONDITION OF THE ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), IT BEING DISTINCTLY UNDERSTOOD THAT THE ASSETS ARE BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS AS TO ALL MATTERS," (C) ANY INFRINGEMENT BY SELLERS OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, (D) ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO BUYER BY OR ON BEHALF OF ANY SELLER (INCLUDING THE EXISTENCE OR EXTENT OF HYDROCARBONS OR THE MINERAL RESERVES, THE RECOVERABILITY OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, AND THE ABILITY TO SELL HYDROCARBON PRODUCTION AFTER THE CLOSING), AND (E) THE ENVIRONMENTAL CONDITION AND OTHER CONDITION OF THE ASSETS AND ANY POTENTIAL LIABILITY ARISING FROM OR RELATED TO THE ASSETS.**

(b) Buyer acknowledges and affirms that it has made its own independent investigation, analysis, and evaluation of the Contemplated Transactions and the Assets (including Buyer's own estimate and appraisal of the extent and value of Sellers' Hydrocarbon reserves attributable to the Assets and an independent assessment and appraisal of the environmental risks associated with the acquisition of the Assets). Buyer acknowledges that in entering into this Agreement, it has relied on the aforementioned investigation and the express representations and warranties of Sellers contained in this Agreement and the Seller Closing Documents. Buyer hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim, or commencing, instituting, or causing to be commenced, any Proceeding of any kind against Sellers or their respective Affiliates, alleging facts contrary to the foregoing acknowledgment and affirmation.

10.10 **Compliance With Express Negligence Test**. The Parties agree that any indemnity, defense, and/or release obligation arising under this Agreement shall apply without regard to the negligence, strict liability, or other fault of the indemnified party, whether active, passive, joint, concurrent, comparative, contributory or sole, or any pre-existing condition, any breach of contract or breach of warranty, or violation of any legal requirement, except to the extent such damages were occasioned by the gross negligence or willful misconduct of the indemnified party or any group member thereof, it being the Parties' intention that Damages to the extent arising from the gross negligence or willful misconduct of the indemnified party or any group member thereof not be covered by the release, defense, or indemnity obligations in this Agreement. The foregoing is a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

10.11 **Limitations of Liability**. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Sellers or Buyer ever be liable for, and each Party releases the others from, any consequential, special, indirect, exemplary, or punitive damages or claims relating to or arising out of the Contemplated Transactions or this Agreement; *provided, however*, that any consequential, special, indirect, exemplary, or punitive damages recovered by a Third Party (including a Governmental Body, but excluding any Affiliate of any Group member) against a Person entitled to indemnity pursuant to this Article 10 shall be included in the Damages recoverable under such indemnity. Notwithstanding the foregoing, lost profits shall not be excluded by this provision as to recovery hereunder to the extent constituting direct Damages.

10.12 **No Duplication**. Any liability for indemnification hereunder shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability constituting a Breach of more than one representation, warranty, covenant, obligation, or agreement herein. Neither Buyer nor Sellers shall be liable for indemnification with respect to any Damages based on any sets of facts to the extent the Purchase Price is being or has been adjusted pursuant to Section 2.05 by reason of the same set of facts.

10.13 **Disclaimer of Application of Anti-Indemnity Statutes**. Sellers and Buyer acknowledge and agree that the provisions of any anti-indemnity statute relating to oilfield services and associated activities shall not be applicable to this Agreement or the Contemplated Transactions.

10.14 **Waiver of Right to Rescission**. Sellers and Buyer acknowledge that, following the Closing, the payment of money, as limited by the terms of this Agreement, shall be adequate compensation for Breach of any representation, warranty, covenant or agreement contained herein or for any other claim arising in connection with or with respect to the Contemplated Transactions. As the payment of money shall be adequate compensation, following Closing, Sellers and Buyer waive any right to rescind this Agreement or any of the transactions contemplated hereby.

ARTICLE 11
TITLE MATTERS AND ENVIRONMENTAL MATTERS; PREFERENTIAL PURCHASE RIGHTS; CONSENTS

11.01 **Title Examination and Access**. Buyer may make or cause to be made at its expense such examination as it may desire of Sellers' title to the Assets. For such purposes, until the Defect Notice Date, each Seller shall give to Buyer and its Representatives access during such Seller's regular hours of business to originals or, in such Seller's sole discretion, copies (which copies may, at such Seller's sole discretion, be in electronic format), of all of the files, records, contracts, correspondence, maps, data, reports, plats, abstracts of title, lease files, well files, unit files, division order files, production marketing files, title opinions, title files, title records, ownership maps, surveys, and any other information, data, records, and files that such Seller has relating in any way to the title to the Assets, the past or present operation thereof, and the marketing of production therefrom, in accordance with, and subject to the limitations in, Section 5.01.

11.02 **Preferential Purchase Rights**. Sellers shall provide all notices necessary to comply with or obtain the waiver of all Preferential Purchase Rights which are applicable to the Contemplated Transactions prior to the Closing Date and in accordance with Section 5.04. To the extent any such Preferential Purchase Rights are exercised by any holders thereof, then the Asset(s) subject to such Preferential Purchase Rights shall not be sold to Buyer and shall be excluded from the Assets and sale under this Agreement and shall be considered Retained Assets. The Purchase Price shall be adjusted downward by the Allocated Value of the Asset(s) so retained. On the Closing Date, if the time period for exercising any Preferential Purchase Right has not expired, but no notice of waiver (nor of the exercise of such Preferential Purchase Right) has been received from the holder thereof, then the Asset(s) subject to such Preferential Purchase Right shall be included in the Closing, with no adjustment to the Purchase

Price. After the Closing, if the holder of such Preferential Purchase Right exercises the Preferential Purchase Right, then Buyer shall convey the affected Asset(s) to such party, and shall receive the consideration for such affected Asset(s) directly from such party. If any holder of a Preferential Purchase Right initially elects to exercise that Preferential Purchase Right, but after the Closing Date, refuses to consummate the purchase of the affected Asset(s), then, subject to the Parties' respective rights and remedies as to the obligation to consummate the Contemplated Transactions, Buyer shall purchase such Asset(s) for the Allocated Value thereof (subject to the adjustments pursuant to Section 2.05), and the closing of such transaction shall take place on a date designated by Sellers not more than one hundred eighty (180) days after the Closing Date. If such holder's refusal to consummate the purchase of the affected Asset(s) occurs prior to the Closing Date, then, subject to the Parties' respective rights and remedies as to the obligation to consummate the Contemplated Transactions, Buyer shall purchase the affected Asset(s) at the Closing in accordance with the terms of this Agreement.

11.03 **Consents**. Sellers shall initiate all procedures required to comply with or obtain all Consents required for the transfer of the Assets in accordance with Section 5.04.

(a) If Sellers fail to obtain any Consent necessary for the transfer of any Asset to Buyer, Sellers' failure shall be handled as follows:

(i) If the Consent is a not a Required Consent, then the affected Assets shall nevertheless be conveyed at the Closing as part of the Assets, and Buyer shall have no claim against Sellers and Sellers shall have no claim against Buyer for failure to obtain such Consent.

(ii) If the Consent is a Required Consent, the Purchase Price shall be adjusted downward by the Allocated Value of the affected Assets (which affected Assets shall include all Leases and Wells affected by the Applicable Contract or Lease for which a Consent is refused), and the affected Assets shall be treated as Retained Assets.

(b) Notwithstanding the provisions of Section 11.03(a), if Sellers obtain a Required Consent described in Section 11.03(a)(ii) within one hundred eighty (180) days after the Closing, then Sellers shall promptly deliver conveyances of the affected Asset(s) to Buyer and Buyer shall pay to Sellers an amount equal to the Allocated Value of the affected Asset(s) in accordance with wire transfer instructions provided by Sellers (subject to the adjustments set forth in Section 2.05).

11.04 **Title Defects**. Buyer shall notify Sellers of Title Defects ("Title Defect Notice(s)") promptly after the discovery thereof, but in no event later than 5:00 p.m. Central Time on June 22, 2017 (the "Defect Notice Date"). To be effective, each Title Defect Notice shall be in writing and include (a) a description of the alleged Title Defect and the Well or portion thereof (including by the currently producing formation) affected by such alleged Title Defect (each, a "Title Defect

Property"), (b) the Allocated Value of each Title Defect Property, (c) supporting documents reasonably necessary for Sellers to verify the existence of the alleged Title Defect, (d) Buyer's preferred manner of curing such Title Defect, and (e) the amount by which Buyer reasonably believes the Allocated Value of each Title Defect Property is reduced by such alleged Title Defect and the computations upon which Buyer's belief is based (the "Title Defect Value"). To give Sellers an opportunity to commence reviewing and curing Title Defects, Buyer agrees to use reasonable efforts to give Sellers, on a weekly basis prior to the Defect Notice Date, written notice of all alleged Title Defects (as well as any claims that would be claims under the special warranty of Defensible Title set forth in the Instruments of Conveyance) discovered by Buyer during the preceding week. Notwithstanding anything herein to the contrary, subject to Buyer's rights under the Instruments of Conveyance, Sellers shall have no liability under this Agreement for Title Defects not asserted by a Title Defect Notice meeting all of the requirements set forth in the preceding sentence no later than 5:00 p.m. Central Time on the Defect Notice Date.

11.05 **Title Defect Value**. The Title Defect Value shall be determined pursuant to the following guidelines, where applicable:

(a) if the Parties agree on the Title Defect Value, then that amount shall be the Title Defect Value;

(b) if the Title Defect is an Encumbrance that is undisputed and liquidated in amount, then the Title Defect Value shall be the amount necessary to be paid to remove the Title Defect from the Title Defect Property;

(c) if the Title Defect represents a discrepancy between (i) Sellers' Net Revenue Interest for the Title Defect Property and (ii) the Net Revenue Interest set forth for Sellers for such Title Defect Property in Exhibit A or Exhibit B, then the Title Defect Value shall be the product of the Allocated Value of such Title Defect Property, *multiplied* by a fraction, the numerator of which is the Net Revenue Interest decrease and the denominator of which is the Net Revenue Interest set forth for Sellers for such Title Defect Property in Exhibit A or Exhibit B;

(d) if the Title Defect represents an increase of (i) Sellers' Working Interest for any Title Defect Property over (ii) the Working Interest set forth for Sellers for such Title Defect Property in Exhibit A or Exhibit B (in each case, except (A) increases resulting from contribution requirements with respect to defaulting co-owners under applicable operating agreements, or (B) increases to the extent that such increases are accompanied by a proportionate increase in Sellers' Net Revenue Interest, as applicable), then the Title Defect Value shall be determined by calculating the Net Revenue Interest that results from such larger Working Interest, determining what the Net Revenue Interest would be using such calculated Net Revenue Interest and the Working Interest set forth for Sellers in Exhibit A or Exhibit B, and then calculating the adjustment in the manner set forth in clause (c) above; and

(e) if the Title Defect represents an obligation or Encumbrance upon or other defect in title to the Title Defect Property of a type not described above, then the Title Defect Value shall be determined by taking into account the Allocated Value of the Title Defect Property, the portion of the Title Defect Property affected by the Title Defect, the legal effect of the Title Defect, the potential economic effect of the Title Defect over the life of the Title Defect Property, the values placed upon the Title Defect by Buyer and Sellers and such other reasonable factors as are necessary to make a proper evaluation.

In no event, however, shall the total of the Title Defect Values related to a particular Asset exceed the Allocated Value of such Asset. The Title Defect Value with respect to a Title Defect shall be determined without any duplication of any costs or losses included in any other Title Defect Value hereunder, or for which Buyer otherwise receives credit in the calculation of the Purchase Price.

11.06 **Sellers' Cure or Contest of Title Defects**. Sellers may contest any asserted Title Defect or Buyer's good faith estimate of the Title Defect Value as described in Section 11.06(b) and may seek to cure any asserted Title Defect as described in Section 11.06(a).

(a) Sellers shall have the right to cure any Title Defect on or before sixty (60) days after the Defect Notice Date or, if later, after the date of resolution of such Title Defect or the Title Defect Value by an Expert pursuant to Section 11.15 (the "Title Defect Cure Period") by giving written notice to Buyer of their election to cure prior to the Closing Date or, if later, after the applicable Expert Decision date. If Sellers elect to cure and:

(i) actually cure the Title Defect ("Cure"), prior to the Closing, then the Asset affected by such Title Defect shall be conveyed to Buyer at the Closing, and no Purchase Price adjustment will be made for such Title Defect; or

(ii) do not cure the Title Defect prior to the Closing, then Sellers shall:

(A) convey the affected Asset to Buyer and Buyer shall pay for the affected Asset at the Closing; *provided, however* that if Sellers are unable to Cure the Title Defect within the time provided in this Section 11.06, then Sellers shall include a downward adjustment in the Final Settlement Statement equal to the Title Defect Value for such Asset; or

(B) if and only if Buyer agrees to this remedy in its sole discretion, indemnify Buyer against all Damages (up to the Allocated Value of the applicable Title Defect Property) resulting from such Title Defect with respect to such Title Defect Property pursuant to an indemnity agreement prepared by Sellers in a form and substance reasonably acceptable to Buyer.

(b) Sellers and Buyer shall attempt to agree on the existence and Title Defect Value for all Title Defects. Representatives of the Parties, knowledgeable in title matters, shall meet during the Title Defect Cure Period for this purpose. However, Sellers or Buyer may at any time prior to the final resolution of the applicable Title Defect hereunder submit any disputed Title Defect or the Title Defect Value to arbitration in accordance with the procedures set forth in Section 11.15. If a contested Title Defect cannot be resolved prior to Closing, except as otherwise provided herein, the Asset affected by such Title Defect shall nevertheless be conveyed to Buyer at the Closing, and the Purchase Price will be adjusted downward in an amount equal to the Title Defect Value for such Asset; *provided, however*, that if the Title Defect Value as finally decided between the Parties or by the Expert, as applicable, is less than the Title Defect Value used for the Purchase Price adjustment, then Buyer shall include an upward adjustment in the Final Settlement Statement equal to the amount that the Title Defect Value (as of Closing) exceeds the Title Defect Value as finally determined.

11.07 **Limitations on Adjustments for Title Defects**. Notwithstanding the provisions of Sections 11.04, 11.05 and 11.06, Sellers shall be obligated to adjust the Purchase Price to account for uncured Title Defects only to the extent that the sum of (x) the aggregate Title Defect Values of all uncured Title Defects (the "Aggregate Title Defect Value") (after taking into account any offsetting Title Benefit Values) *plus* (y) the Aggregate Environmental Defect Value exceeds the Aggregate Defect Deductible. In addition, if the Title Defect Value for any single Lease or Well is less than the De Minimis Title Defect Cost, such value shall not be considered in calculating the Aggregate Title Defect Value.

11.08 **Title Benefits**. If Sellers discover any right, circumstance or condition that operates (a) to increase the Net Revenue Interest above that shown for Sellers in Exhibit A or Exhibit B with respect to any Lease or Well, to the extent the same does not cause a greater than proportionate increase in such Seller's Working Interest therein above that shown for such Seller in Exhibit A or Exhibit B for such Lease or Well, (b) to decrease the Working Interest of such Seller in any Lease or Well below that shown for such Seller in Exhibit A or Exhibit B for such Lease or Well, to the extent the same causes a decrease in such Seller's Working Interest that is proportionately greater than the decrease in such Seller's Net Revenue Interest therein below that shown for such Seller in Exhibit A or Exhibit B for such Lease or Well (each, a "Title Benefit"), then such Seller shall, from time to time and without limitation, have the right, but not the obligation, to give Buyer written notice of any such Title Benefits (a "Title Benefit Notice"), as soon as practicable but not later than 5:00 p.m. Central Time on the Defect Notice Date, stating with reasonable specificity the Assets affected, the particular Title Benefit claimed, and such Seller's good faith estimate of the amount the additional interest increases the value of the affected Assets over and above that Asset's Allocated Value (the "Title Benefit Value"). Buyer shall also promptly furnish Sellers with written notice of any Title Benefit (including a description of such Title Benefit and the Assets affected thereby with reasonable specificity (the "Title Benefit Properties")) which is discovered by any of Buyer's or any of its Affiliates' Representatives, employees, title attorneys, landmen, or other title examiners. The Title Benefit Value of any Title Benefit shall be determined by the following methodology, terms and conditions (without duplication): (i) if the Parties agree on the Title Benefit Value, then that amount shall be the Title Benefit Value; (ii) if the Title Benefit represents a discrepancy between (A) Sellers' Net Revenue Interest for any

Title Benefit Property and (B) the Net Revenue Interest set forth for Sellers for such Title Benefit Property in Exhibit A or Exhibit B, then the Title Benefit Value shall be the product of the Allocated Value of such Title Benefit Property *multiplied* by a fraction, the numerator of which is the Net Revenue Interest increase and the denominator of which is the Net Revenue Interest set forth Sellers for such Title Benefit Property in Exhibit A or Exhibit B; (iii) if the Title Benefit represents a decrease of (A) Sellers' Working Interest for any Title Benefit Property below (B) the Working Interest set forth for Sellers for such Title Benefit Property in Exhibit A or Exhibit B, then the Title Benefit Value shall be determined by calculating the Net Revenue Interest that results from such reduced Working Interest, determining what the Net Revenue Interest would be using such calculated Net Revenue Interest and the Working Interest set forth for Sellers in Exhibit A or Exhibit B, and then calculating the adjustment in the manner set forth in clause (ii) above; and (iv) if the Title Benefit is of a type not described above, then the Title Benefit Value shall be determined by taking into account the Allocated Value of the Title Benefit Property, the portion of such Title Benefit Property affected by such Title Benefit, the legal effect of the Title Benefit, the potential economic effect of the Title Benefit over the life of such Title Benefit Property, the values placed upon the Title Benefit by Buyer and Sellers and such other reasonable factors as are necessary to make a proper evaluation.

Sellers and Buyer shall attempt to agree on the existence and Title Benefit Value for all Title Benefits on before the end of the Title Defect Cure Period. If Buyer agrees with the existence of the Title Benefit and Sellers' good faith estimate of the Title Benefit Value, then the Aggregate Title Defect Value shall be offset by the amount of the Title Benefit Value. If the Parties cannot reach agreement by the end of the Title Defect Cure Period, the Title Benefit or the Title Benefit Value in dispute shall be submitted to arbitration in accordance with the procedures set forth in Section 11.15. Notwithstanding the foregoing, the Parties agree and acknowledge that there shall be no upward adjustment to the Purchase Price for any Title Benefit. If a contested Title Benefit cannot be resolved prior to the Closing, Sellers shall convey the affected Asset to Buyer and Buyer shall pay for the Asset at the Closing in accordance with this Agreement as though there were no Title Benefits; *provided, however*, if the Title Benefit contest results in a determination that a Title Benefit exists, then the Aggregate Title Defect Value shall be adjusted downward by the Title Benefit Value as determined in such contest (which adjustment shall be made on the Final Settlement Statement).

11.09 **Buyer's Environmental Assessment**. Beginning on the Execution Date and ending at 5:00 p.m. Central Time on the Defect Notice Date, Buyer shall have the right, at its sole cost, risk, liability, and expense, to conduct a Phase I Environmental Site Assessment of the Assets. During Sellers' regular hours of business and after providing Sellers with written notice of any such activities no less than two (2) Business Days in advance, Buyer and its representatives shall be permitted to enter upon the Assets, inspect the same, review all of Sellers' files and records (other than those for which any Seller has an attorney-client privilege) relating to the Assets, and generally conduct visual, non-invasive tests, examinations, and investigations. No sampling or other invasive inspections of the Assets may be conducted prior to Closing without Sellers' prior written consent. Buyer's access shall be in accordance with, and subject to the limitations in, Section 5.01.

11.10 **Environmental Defect Notice**. Buyer shall notify Sellers in writing of any Environmental Defect (an "Environmental Defect Notice") promptly after the discovery thereof, but in no event later than 5:00 p.m. Central Time on the Defect Notice Date. To be effective, an Environmental Defect Notice shall include: (i) the Lease(s) or Well(s) affected; (ii) a complete and detailed description of the alleged Environmental Defect and the basis for such assertion under the terms of this Agreement; (iii) Buyer's good faith estimate of the Environmental Defect Value with respect to such Environmental Defect; and (iv) appropriate documentation reasonably necessary for Sellers to substantiate Buyer's claim and calculation of the Environmental Defect Value. Notwithstanding anything herein to the contrary but subject to and without limiting Buyer's rights in respect of Section 3.13 (including under Article 10), Buyer forever waives Environmental Defects not asserted by an Environmental Defect Notice meeting all of the requirements set forth in the preceding sentence no later than 5:00 p.m. Central Time on the Defect Notice Date.

11.11 **Sellers' Exclusion, Cure or Contest of Environmental Defects**. Sellers, in their sole discretion, (x) may elect to exclude at Closing any Asset (which will become a Retained Asset) affected by an asserted Environmental Defect if the Environmental Defect Value with respect to such Environmental Defect equals or exceeds the Allocated Value of the affected Asset(s) and reduce the Purchase Price by the Allocated Value(s) thereof, (y) may contest any asserted Environmental Defect or Buyer's good faith estimate of the Environmental Defect Value as described in Section 11.11(b) and/or (z) may seek to remediate or cure any asserted Environmental Defect to the extent of the Lowest Cost Response as described in Section 11.11(a).

(a) Sellers shall have the right to remediate or cure an Environmental Defect to the extent of the Lowest Cost Response on or before sixty (60) days after the Defect Notice Date or, if later, after the date of resolution of such Environmental Defect or the Environmental Defect Value by an Expert (the "Environmental Defect Cure Period") by giving written notice to Buyer to that effect prior to the Closing Date or, if later, after the applicable Expert Decision date, together with Sellers' proposed plan and timing for such remediation, and Sellers shall remain liable for all Damages arising out of or in connection with such Environmental Defect until such time as such remediation or cure is completed. If Sellers elect to pursue remediation or cure as set forth in this clause (a), Sellers shall implement such remediation or cure in a manner that is in compliance with all applicable Legal Requirements in a prompt and timely fashion for the type of remediation or cure. If Sellers elect to pursue remediation or cure and:

(i) complete a Complete Remediation of an Environmental Defect prior to the Closing Date, the affected Lease(s) or Well(s) shall be included in the Assets conveyed at Closing, and no Purchase Price adjustment will be made for such Environmental Defect;

(ii) do not complete a Complete Remediation prior to the Closing, unless Sellers elect to exclude such Asset(s) in accordance with this Section 11.11, then Sellers shall convey the affected Asset(s) to Buyer and Buyer shall pay for the affected Asset(s) at the Closing; *provided, however* that if Sellers are unable to complete a Complete Remediation of the Environmental Defect within the time provided in this Section 11.11, then Sellers shall include a downward adjustment in the Final Settlement Statement equal to the Environmental Defect Value for such Asset(s).

(b) Sellers and Buyer shall attempt to agree on the existence and Environmental Defect Value of all Environmental Defects. Representatives of the Parties, knowledgeable in environmental matters, shall meet for this purpose. However, Sellers and Buyer may at any time prior to the final resolution of the applicable Environmental Defect hereunder elect to submit any disputed item to arbitration in accordance with the procedures set forth in Section 11.15. If a contested Environmental Defect cannot be resolved prior to the Closing, the affected Lease(s) or Well(s) (together with any other Assets appurtenant thereto) shall be included with the Assets conveyed to Buyer at Closing and the Purchase Price shall be reduced by the estimated Environmental Defect Value set forth in the Environmental Defect Notice for such contested Environmental Defect, and the final determination of the Environmental Defect and/or Environmental Defect Value shall be resolved pursuance to Section 11.15.

11.12 **Limitations**. Notwithstanding the provisions of Sections 11.10 and 11.11, no adjustment to the Purchase Price for Environmental Defect Values shall be made unless and until the sum of (x) the aggregate value of all Environmental Defect Values (the "Aggregate Environmental Defect Value") *plus* (y) the Aggregate Title Defect Value (after taking into account any offsetting Title Benefit Values) exceeds the Aggregate Defect Deductible. If the Environmental Defect Value with respect to any single Environmental Defect is less than the De Minimis Environmental Defect Cost, such cost shall not be considered in calculating the Aggregate Environmental Defect Value.

11.13 **Exclusive Remedies**. The rights and remedies granted to Buyer in this Agreement are the exclusive rights and remedies against Sellers related to any Environmental Condition, or Damages related thereto. **BUYER EXPRESSLY WAIVES, AND RELEASES SELLER GROUP FROM, ANY AND ALL OTHER RIGHTS AND REMEDIES IT MAY HAVE UNDER ENVIRONMENTAL LAWS AGAINST SELLER REGARDING ENVIRONMENTAL CONDITIONS, WHETHER FOR CONTRIBUTION, INDEMNITY, OR OTHERWISE.** The foregoing is a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

11.14 **Casualty Loss and Condemnation**. If, after the Execution Date but prior to Closing Date, any portion of the Assets is destroyed by fire or other casualty or is expropriated or taken in condemnation or under right of eminent domain (a "Casualty Loss"), this Agreement shall remain in full force and effect, and Buyer shall nevertheless be required to close the Contemplated Transactions. In the event that the amount of the costs and expenses associated with repairing or restoring the Assets affected by such Casualty Loss exceeds One Million Dollars ($1,000,000) net to Sellers' interest, Sellers must elect by written notice to Buyer prior to Closing either to (a) cause the Assets affected by such Casualty Loss to be repaired or restored, at Sellers' sole cost, as promptly as reasonably

practicable (which work may extend after the Closing Date), or (b) indemnify Buyer under an indemnification agreement mutually acceptable to the Parties against any costs or expenses that Buyer reasonably incurs to repair or restore the Assets subject to such Casualty Loss. In each case, Sellers shall retain all rights to insurance and other claims against Third Parties with respect to the applicable Casualty Loss except to the extent the Parties otherwise agree in writing. Sellers shall have no other liability or responsibility to Buyer with respect to a condemnation or Casualty Loss, **EVEN IF SUCH CASUALTY LOSS SHALL HAVE RESULTED FROM OR SHALL HAVE ARISEN OUT OF THE SOLE OR CONCURRENT NEGLIGENCE, FAULT, VIOLATION OF A LEGAL REQUIREMENT OF SELLERS OR ANY MEMBER OF SELLER GROUP.**

11.15 **Expert Proceedings**.

(a) Each matter referred to this Section 11.15 (a "Disputed Matter") shall be conducted in accordance with the Commercial Arbitration Rules of the AAA as supplemented to the extent necessary to determine any procedural appeal questions by the Federal Arbitration Act (Title 9 of the United States Code), but only to the extent that such rules do not conflict with the terms of this Section 11.15. Any notice from one Party to the other referring a dispute to this Section 11.15 shall be referred to herein as an "Expert Proceeding Notice".

(b) The arbitration shall be held before a one member arbitration panel (the "Expert"), mutually agreed by the Parties. The Expert must (a) be a neutral party who has never been an officer, director or employee of or performed material work for a Party or any Party's Affiliate within the preceding five (5)-year period and (b) agree in writing to keep strictly confidential the specifics and existence of the dispute as well as all proprietary records of the Parties reviewed by the Expert in the process of resolving such dispute. The Expert must have not less than ten (10) years' experience as a lawyer in the State of Texas with experience in exploration and production issues. If disputes exist with respect to both title and environmental matters, the Parties may mutually agree to conduct separate arbitration proceedings with the title disputes and environmental disputes being submitted to separate Experts. Further, if disputes exist with respect to Assets located in multiple states, the Parties may mutually agree to conduct separate arbitration proceedings with the disputes related to Assets located in each state being submitted to a separate Expert. If, within five (5) Business Days after delivery of an Expert Proceeding Notice, the Parties cannot mutually agree on an Expert, then within seven (7) Business Days after delivery of such Expert Proceeding Notice, each of Sellers (collectively) and Buyer shall provide the other with a list of three (3) acceptable, qualified experts, and within ten (10) Business Days after delivery of such Expert Proceeding Notice, Sellers and Buyer shall each separately rank from one through six in order of preference each proposed expert on the combined lists, with a rank of one being the most preferred expert and the rank of six being the least preferred expert, and provide their respective rankings to the Dallas office of the AAA. Based on those rankings, the AAA will appoint the expert with the combined lowest numerical ranking to serve as the Expert for the Disputed Matters. If the rankings result in a tie or the AAA is otherwise unable to determine an Expert using the Parties' rankings, the AAA will appoint an arbitrator from one of the Parties' lists as soon as practicable upon receiving the Parties' rankings. Each of Sellers (on one hand) and Buyer (on the other hand) will be responsible for paying one-half (1/2) of the fees charged by the AAA for the services provided in connection with this Section 11.15(b).

(c) Within five (5) Business Days following the receipt by either Sellers or Buyer of the Expert Proceeding Notice, the Parties will exchange their written description of the proposed resolution of the Disputed Matters. Provided that no resolution has been reached, within five (5) Business Days following the selection of the Expert, the Parties shall submit to the Expert the following: (i) this Agreement, with specific reference to this Section 11.15 and the other applicable provisions of this Article 11, (ii) Buyer's written description of the proposed resolution of the Disputed Matters, together with any relevant supporting materials, (iii) Sellers' written description of the proposed resolution of the Disputed Matters, together with any relevant supporting materials, and (iv) the Expert Proceeding Notice.

(d) The Expert shall make its determination by written decision within fifteen (15) days following receipt of the materials described in Section 11.15(c) above (the "Expert Decision"). The Expert Decision with respect to the Disputed Matters shall be limited to the selection of the single proposal for the resolution of the aggregate Disputed Matters proposed by Sellers or Buyer that best reflects the terms and provisions of this Agreement, *i.e.*, the Expert must select either Buyer's proposal or Sellers' proposal for resolution of the aggregate Disputed Matters.

(e) The Expert Decision shall be final and binding upon the Parties, without right of appeal, absent manifest error. In making its determination, the Expert shall be bound by the rules set forth in this Article 11. The Expert may consult with and engage disinterested Third Parties to advise the Expert, but shall disclose to the Parties the identities of such consultants. Any such consultant shall not have worked as an employee or consultant for any Party or its Affiliates during the five (5)-year period preceding the arbitration nor have any financial interest in the dispute.

(f) The Expert shall act as an expert for the limited purpose of determining the specific matters submitted for resolution herein and shall not be empowered to award damages, interest, or penalties to either Party with respect to any matter. Each Party shall bear its own legal fees and other costs of preparing and presenting its case. All costs and expenses of the Expert shall be borne by the non-prevailing Party in any such arbitration proceeding.

ARTICLE 12
INTENTIONALLY OMITTED

ARTICLE 13
GENERAL PROVISIONS

13.01 **Records**. Sellers, at Buyer's cost and expense, shall deliver originals of all Records to Buyer (FOB the applicable Seller's office) within ninety (90) days after the Closing. With respect to any original Records delivered to Buyer, subject to Section 13.13, (a) Sellers shall be entitled to retain copies of such Records, and (b) Buyer shall retain any such original Records for at least seven (7) years beyond the Closing Date, during which seven (7)-year period Sellers shall be entitled to obtain access to such Records, at reasonable business hours and upon prior notice to Buyer, so that Sellers may make copies of such original Records, at the applicable
Seller's own expense, as may be reasonable or necessary for tax purposes or in connection with any Proceeding or Threatened Proceeding against a Seller or Sellers.

13.02 **Expenses**.

(a) Except as otherwise expressly provided in this Agreement, each Party to this Agreement shall bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants. However, the prevailing Party in any Proceeding brought under or to enforce this Agreement, excluding any expert proceeding pursuant to Section 11.15 or Section 2.05(d), shall be entitled to recover court costs and arbitration costs, as applicable, and reasonable attorneys' fees from the non-prevailing Party or Parties, in addition to any other relief to which such Party is entitled.

(b) All Transfer Taxes and all required documentary, filing and recording fees and expenses in connection with the filing and recording of the assignments, conveyances or other Instruments of Conveyance required to convey title to the Assets to Buyer shall be borne by Buyer. Sellers shall retain responsibility for, and shall bear, all Asset Taxes assessed with respect to the Assets for (i) any period ending prior to the Effective Time and (ii) the portion of any Straddle Period ending immediately prior to the Effective Time. All Asset Taxes with respect to the Assets arising on or after the Effective Time (including the portion of any Straddle Period beginning at the Effective Time) shall be allocated to and borne by Buyer. For purposes of allocation among the Parties of Asset Taxes assessed with respect to the Assets for any Straddle Period, (A) Asset Taxes that are attributable to the severance or production of Hydrocarbons shall be allocated based on severance or production occurring before the Effective Time (which shall be Sellers' responsibility) and from and after the Effective Time (which shall be Buyer's responsibility); (B) Asset Taxes that are based upon or related to income or receipts or imposed on a transactional basis (other than such Asset Taxes described in clause (A)) shall be allocated based on transactions giving rise to such Asset Taxes occurring before the Effective Time (which shall be Sellers' responsibility) and from and after the Effective Time (which shall be Buyer's responsibility); and (C) Asset Taxes that are ad valorem, property or other Asset Taxes imposed on a periodic basis shall be allocated *pro rata* per day between the portion of the Straddle Period ending immediately prior to the Effective Time (which shall be Sellers' responsibility) and the portion of the Straddle Period beginning at the Effective Time (which shall be Buyer's responsibility). For purposes of the preceding sentence, any exemption, deduction, credit or other item that is calculated on an annual basis shall

be allocated *pro rata* per day between the portion of the Straddle Period ending immediately prior to the Effective Time and the portion of the Straddle Period beginning at the Effective Time. To the extent the actual amount of any Asset Taxes described in this Section 13.02(b) is not determinable at Closing or the Final Settlement Date, Buyer and Sellers shall utilize the most recent information available in estimating the amount of such Asset Taxes for purposes of Section 2.05. Upon determination of the actual amount of such Asset Taxes, timely payments will be made from one Party to the other to the extent necessary to cause each Party to bear the amount of such Asset Tax that is allocable to such Party under this Section 13.02(b). Any allocation of Asset Taxes between the Parties shall be in accordance with this Section 13.02(b).

(c) Except as required by applicable Legal Requirements, in respect of Asset Taxes, (i) Sellers shall be responsible for timely remitting all (A) Asset Taxes due (excluding ad valorem and property Taxes) with respect to periods ending prior to the Closing Date, (B) Asset Taxes that are ad valorem and property Taxes due with respect to periods ending prior to the Effective Time (no matter when due), and (C) Asset Taxes that are ad valorem and property Taxes due prior to the Closing Date (subject, in each case, to Sellers' right to reimbursement by Buyer under Section 13.02(b)), (ii) Buyer shall be responsible for timely remitting all (A) Asset Taxes (excluding ad valorem and property Taxes) with respect to periods ending on or after the Closing Date, and (B) all Asset Taxes that are ad valorem and property Taxes due on or after the Closing Date (other than such Asset Taxes to be paid by Seller pursuant to clause (i)(B) above) (subject, in each case, to Buyer's right to reimbursement by Sellers under Section 13.02(b)), in each case, to the applicable taxing authority, (iii) Sellers shall prepare and timely file any (A) Tax Return for Asset Taxes (excluding ad valorem and property Taxes) required to be filed for periods ending prior to the Closing Date, and (B) Tax Return for Asset Taxes that are ad valorem and property Taxes due with respect to the Assets for periods ending prior to the Effective Time (no matter when due), and (C) Tax Return for Asset Taxes that are ad valorem and property Taxes due prior to the Closing Date, and (iv) Buyer shall prepare and timely file any (A) Tax Return for Asset Taxes (excluding ad valorem and property Taxes) required to be filed for periods ending on or after the Closing Date, and (B) Tax Return for Asset Taxes that are ad valorem and property Taxes required to be filed on or after the Closing Date (other than such Tax Returns to be filed by Seller pursuant to clause (iii)(B) above) (including Tax Returns related to any Straddle Period). Each Party shall indemnify and hold the other Parties harmless for any failure to file such Tax Returns and to make such payments. Buyer shall prepare all such Tax Returns relating to any Straddle Period on a basis consistent with past practice except to the extent otherwise required by applicable Legal Requirements. Buyer shall provide Sellers with a copy of any Tax Return relating to any Straddle Period for Sellers' review at least ten (10) days prior to the due date for the filing of such Tax Return (or within a commercially reasonable period after the end of the relevant Taxable period, if such Tax Return is required to be filed less than ten (10) days after the close of such Taxable period), and Buyer shall incorporate all reasonable comments of Sellers provided to Buyer in advance of the due date for the filing of such Tax Return.

(d) Buyer and Sellers agree to furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Assets, including access to books and records, as is reasonably necessary for the filing of all Tax Returns by Buyer or Sellers, the making of any election relating to Taxes, the preparation for any audit by any taxing authority and the prosecution or defense of any claim, suit or proceeding relating to any tax. The Parties agree to retain all books and records with respect to Tax matters pertinent to the Assets relating to any Tax period beginning before the Closing Date until sixty (60) days after the expiration of the statute of limitations of the respective Tax periods (taking into account any extensions thereof) and to abide by all record retention agreements entered into with any taxing authority.

(e) Sellers shall be entitled to any and all refunds of Asset Taxes allocated to Sellers pursuant to Section 13.02(b), and Buyer shall be entitled to any and all refunds of Asset Taxes allocated to Buyer pursuant to Section 13.02(b). If a Party receives a refund of Asset Taxes to which the other Party is entitled pursuant to this Section 13.02(e), the first Party shall promptly pay such amount to the other Party, net of any reasonable costs or expenses incurred by the first Party in procuring such refund.

13.03 **Notices**. All notices, consents, waivers, and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by electronic mail with receipt acknowledged, with the receiving Party affirmatively obligated to promptly acknowledge receipt, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate recipients and addresses set forth below (or to such other recipients and addresses as a Party may from time to time designate by notice to the other Party):

NOTICES TO BUYER:

Berry Petroleum Company, LLC
5201 Truxtun Avenue, Suite 100
Bakersfield, California 93309
Attention: Arthur T. Smith, Chief Executive Officer
E-mail: tsmith@bry.com

With a copy (which shall not constitute notice) to:

Norton Rose Fulbright US LLP
1301 McKinney, Suite 5100
Houston, TX 77010-3095
Attention: John G. Mauel, Partner
Email: john.mauel@nortonrosefulbright.com

NOTICES TO SELLERS:

To Sellers:

c/o Linn Energy Holdings, LLC
600 Travis Street, Suite 5100
Houston, Texas 77002
Attention: Candice J. Wells, General Counsel
Fax: (832) 726-5955
E-mail: CWells@linnenergy.com

With a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
600 Travis Street, 33rd Floor
Houston, TX 77002
Attention: Anthony Speier, P.C.
Rahul Vashi
Fax: (713) 835-3601
Email: anthony.speier@kirkland.com
rahul.vashi@kirkland.com

13.04 **Governing Law; Jurisdiction; Service of Process; Jury Waiver**. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RIGHTS, DUTIES AND THE LEGAL RELATIONS AMONG THE PARTIES HERETO AND THERETO SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION; *PROVIDED, HOWEVER*, THAT ANY MATTER RELATED TO REAL PROPERTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. WITHOUT LIMITING THE PARTIES' AGREEMENT TO ARBITRATE IN SECTION 11.15 OR THE DISPUTE RESOLUTION PROCEDURE PROVIDED IN SECTION 2.05(d) WITH RESPECT TO DISPUTES ARISING THEREUNDER, THE PARTIES CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE FEDERAL COURTS OF THE UNITED STATES LOCATED IN HOUSTON, TEXAS OR THE STATE COURTS LOCATED IN HOUSTON, TEXAS FOR ANY ACTION ARISING OUT OF THIS AGREEMENT, ANY TRANSACTION DOCUMENTS, OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS AGREEMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY SHALL BE EXCLUSIVELY LITIGATED IN SUCH COURTS DESCRIBED ABOVE HAVING SITES IN HOUSTON, TEXAS AND EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS SOLELY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. EACH PARTY HERETO VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING

OUT OF OR RELATING TO THIS AGREEMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, THAT A FINAL AND NONAPPEALABLE JUDGMENT AGAINST A PARTY IN ANY ACTION OR PROCEEDING CONTEMPLATED ABOVE SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION WITHIN OR OUTSIDE THE UNITED STATES BY SUIT ON THE JUDGMENT, A CERTIFIED OR EXEMPLIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND AMOUNT OF SUCH JUDGMENT. TO THE EXTENT THAT A PARTY OR ANY OF ITS AFFILIATES HAS ACQUIRED, OR HEREAFTER MAY ACQUIRE, ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, SUCH PARTY (ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES) HEREBY IRREVOCABLY (I) WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS WITH RESPECT TO THIS AGREEMENT AND (II) SUBMITS TO THE PERSONAL JURISDICTION OF ANY COURT DESCRIBED IN THIS SECTION 13.04.

13.05 **Further Assurances**. The Parties agree (a) to furnish upon request to each other such further information, (b) to execute, acknowledge, and deliver to each other such other documents, and (c) to do such other acts and things, all as any other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

13.06 **Waiver**. The rights and remedies of the Parties are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable Legal Requirement, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Parties, (b) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (c) no notice to or demand on one Party shall be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

13.07 **Entire Agreement and Modification**. This Agreement supersedes all prior discussions, communications, and agreements (whether oral or written) among the Parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement by the Parties with respect to its subject matter. This Agreement may

not be amended or otherwise modified except by a written agreement executed by all Parties. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by any Party that is not embodied in this Agreement together with the documents, instruments, and writings that are delivered pursuant hereto, and no Party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of any Schedule or Exhibit hereto, the terms and provisions of this Agreement shall govern, control, and prevail.

13.08 **Assignments, Successors, and No Third Party Rights**. No Party may assign any of its rights, liabilities, covenants, or obligations under this Agreement without the prior written consent of the other Parties (which consent may be granted or denied at the sole discretion of the other Parties), and (a) any assignment made without such consent shall be void, and (b) in the event of such consent, such assignment nevertheless shall not relieve such assigning Party of any of its obligations under this Agreement without the prior written consent of the other Parties. Subject to the preceding sentence, this Agreement shall apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement shall be construed to give any Person other than the Parties or any other agreement contemplated herein (and Buyer Group and Seller Group who are entitled to indemnification under Article 10), any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. Subject to the preceding sentence, this Agreement, any other agreement contemplated herein, and all provisions and conditions hereof and thereof, are for the sole and exclusive benefit of the Parties and such other agreements (and Buyer Group and Seller Group who are entitled to indemnification under Article 10), and their respective successors and permitted assigns.

13.09 **Severability**. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

13.10 **Article and Section Headings, Construction**. The headings of Sections, Articles, Exhibits, and Schedules in this Agreement are provided for convenience only and shall not affect its construction or interpretation. All references to “Section,” “Article,” “Exhibit,” or “Schedule” refer to the corresponding Section, Article, Exhibit, or Schedule of this Agreement. Unless expressly provided to the contrary, the words “hereunder,” “hereof,” “herein,” and words of similar import are references to this Agreement as a whole and not any particular Section, Article, Exhibit, Schedule, or other provision of this Agreement. Each definition of a defined term herein shall be equally applicable both to the singular and the plural forms of the term so defined. All words used in this Agreement shall be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word “including” does not limit the preceding words or

terms and (in its various forms) means including without limitation. Each Party has had substantial input into the drafting and preparation of this Agreement and has had the opportunity to exercise business discretion in relation to the negotiation of the details of the Contemplated Transactions. This Agreement is the result of arm's-length negotiations from equal bargaining positions. This Agreement shall not be construed against any Party, and no consideration shall be given or presumption made on the basis of who drafted this Agreement or any particular provision hereof or who supplied the form of Agreement.

13.11 **Counterparts**. This Agreement may be executed and delivered (including by facsimile or e-mail transmission) in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

13.12 **Press Release**. No Party shall make any press release or other public announcement respecting this Agreement or the Contemplated Transactions prior to the time that is twenty-four (24) hours following the execution and delivery of this Agreement by the Parties. Subject to Section 13.13, if, prior to Closing, any Party wishes to make a press release or other public announcement respecting this Agreement or the Contemplated Transactions, such Party will provide the others with a draft of the press release or other public announcement for review at least twenty-four (24) hours prior to the time that such press release or other public announcement is to be made. The Parties will attempt in good faith to expeditiously reach agreement on such press release or other public announcement and the contents thereof; provided that failure to reach such agreement shall not prohibit a Party from making a press release or public announcement. Failure to provide comments back to the other Party within twenty-four (24) hours of receipt of the draft release or announcement will be deemed consent to the public disclosure of such press release or other public announcement and the content thereof. Sellers and Buyer shall each be liable for the compliance of their respective Affiliates with the terms of this Section 13.12. Notwithstanding anything to the contrary in this Section 13.12, no Party shall issue a press release or other public announcement that includes the name of a non-releasing Party or its Affiliates without the prior written consent of such non-releasing Party (which consent may be withheld in such non-releasing Party's sole discretion).

13.13 **Confidentiality**. The Confidentiality Agreement shall terminate on the Closing Date and will thereafter be of no further force or effect. Each Party shall keep confidential, and cause its Affiliates and instruct its Representatives to keep confidential, all terms and provisions of this Agreement, except (a) as required by Legal Requirements or any standards or rules of any stock exchange to which such Party or any of its Affiliates is subject, (b) for information that is available to the public on the Closing Date, or thereafter becomes available to the public other than as a result of a breach of this Section 13.13, (c) to the extent required to be disclosed in connection with complying with or obtaining a waiver of any Preferential Purchase Right or Consent, and (d) to the extent that such Party must disclose the same in any Proceeding brought by it to enforce its rights under this Agreement. This Section 13.13 shall not prevent either Party from recording the Instruments of Conveyance delivered at the Closing or from complying with any disclosure requirements of Governmental Bodies that are applicable to the transfer of the Assets. The covenant set forth in this Section shall terminate two (2) years after the Closing Date.

13.14 **Name Change**. As promptly as practicable, but in any event within sixty (60) days after the Closing Date, Buyer shall eliminate, remove or paint over the use of the name "Linn" and/or variants thereof from the Assets, and, except with respect to such grace period for eliminating the existing usage, shall have no right to use any logos, trademarks, or trade names belonging to Sellers or any of its Affiliates. Buyer shall be solely responsible for any direct or indirect costs or expenses resulting from the change in use of name and any resulting notification or approval requirements.

13.15 **Preparation of Agreement**. Sellers, Buyer, and their respective counsel participated in the preparation of this Agreement. In the event of any ambiguity in this Agreement, no presumption shall arise based on the identity of the draftsman of this Agreement.

13.16 **Joint and Several Liability of Sellers**. Notwithstanding anything in this Agreement to the contrary, each of the Sellers shall be collectively responsible for, and shall have joint and several liability under this Agreement, with respect to the representations, warranties, covenants and agreements made by any one or more of the Sellers under this Agreement.

13.17 **Appendices, Exhibits and Schedules**. All of the Appendices, Exhibits and Schedules referred to in this Agreement are hereby incorporated into this Agreement by reference and constitute a part of this Agreement. Each Party to this Agreement and its counsel has received a complete set of Appendices, Exhibits and Schedules prior to and as of the execution of this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

SELLERS:

Linn Energy Holdings, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

Linn Operating, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

Linn Midstream, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

BUYER:

Berry Petroleum Company, LLC

By: /s/ Arthur T. Smith
Name: Arthur T. Smith
Title: Chief Executive Officer

PURCHASE AND SALE AGREEMENT
DATED MAY 25, 2017,
BY AND BETWEEN
LINN ENERGY HOLDINGS, LLC AND LINN OPERATING, LLC
AS SELLER,
AND
DENBURY ONSHORE, LLC
AS BUYER

TABLE OF CONTENTS
Table of Contents

EXHIBITS AND SCHEDULES

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of May 25, 2017 (the "Execution Date"), by and between Linn Energy Holdings, LLC, a Delaware limited liability company ("LEH"), and Linn Operating, LLC, a Delaware limited liability company ("LOL" and together with LEH, the "Seller"), and Denbury Onshore, LLC, a Delaware limited liability company ("Buyer"). Seller and Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITAL

Seller desires to sell, and Buyer desires to purchase, all of Seller's right, title and interest in and to certain oil and gas properties and related assets and contracts, effective as of the Effective Time, for the consideration and on the terms set forth in this Agreement.

AGREEMENT

For and in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, in addition to other capitalized terms defined in this Agreement, the following terms have the meanings specified or referred to in this Article 1 when capitalized:

"AAA" – the American Arbitration Association.

"Accounting Expert" – as defined in Section 2.05(d).

"AFE" – as defined in Section 3.12.

"Affiliate" – with respect to a Party, any Person directly or indirectly controlled by, controlling, or under common control with, such Party, including any subsidiary of such Party and any "affiliate" of such Party within the meaning of Reg. §240.12b-2 of the Securities Exchange Act of 1934, as amended. As used in this definition, "control" means possession, directly or indirectly, of the power to direct or cause the direction of management, policies, or action through ownership of voting securities, contract, voting trust, or membership in management or in the group appointing or electing management or otherwise through formal or informal arrangements or business relationships. The terms "controlled by," "controlling," and other derivatives shall be construed accordingly.

"Aggregate Defect Deductible" – an amount equal to two percent (2%) of the unadjusted Purchase Price.

"Aggregate Environmental Defect Value" – as defined in Section 11.12.

"Aggregate Title Defect Value" – as defined in Section 11.07.

"Allocated Values" – the values assigned among the Assets as set forth on Schedule 2.07(a).

"Allocation Objections" – as defined in Section 2.07(b).

"Applicable Contracts" – all Contracts to which Seller is a party or is bound or are otherwise binding on the Assets that primarily relate, to any of the Assets and (in each case) that will be binding on Buyer after the Closing, including: communitization agreements; net profits agreements; production payment agreements; area of mutual interest agreements; joint venture agreements; confidentiality agreements; farmin and farmout agreements; bottom hole agreements; crude oil, condensate, and natural gas purchase and sale, gathering, transportation, and marketing agreements; hydrocarbon storage agreements; acreage contribution agreements; operating agreements; balancing agreements; pooling declarations or agreements; unitization agreements; processing agreements; saltwater disposal agreements; facilities or equipment leases; and other similar contracts and agreements, but exclusive of any master service agreements, Debt Contracts, Hedge Contracts and Contracts to the extent relating to the Excluded Assets.

"Asset Taxes" – ad valorem, property, excise, severance, production, sales, real estate, use, personal property and similar Taxes based upon the operation or ownership of the Assets, the production of Hydrocarbons or the receipt of proceeds therefrom, but excluding, for the avoidance of doubt Income Taxes and Transfer Taxes.

"Assets" – all of Seller's right, title, and interest in, to, and under the following, without duplication, except to the extent constituting Excluded Assets:

(a) all of the oil and gas leases, subleases and other leaseholds located in the Specified Area (including the oil and gas leases, subleases and other leaseholds described in Exhibit A), together with (i) any and all other right, title and interest of Seller in and to the leasehold estates created thereby subject to the terms, conditions, covenants and obligations set forth in such leases or Exhibit A (such interest in such leases, the "Leases"), (ii) all related rights and interests in the lands covered by the Leases and any lands pooled or unitized therewith (such lands, the "Lands"), (iii) all Royalties applicable to the Leases or the Lands, (iv) any amendments, extensions, acreage designations, ratifications, and/or partial releases affecting the Leases, (v) all rights, privileges, benefits and powers conferred upon the holder of the Leases with respect to the use and occupation of the Lands, and (vi) all tenements, hereditaments, and appurtenances belonging to such Leases and the Lands;

(b) any and all oil, gas, water, observation, injection, CO2 and disposal wells located on any of the Lands (such interest in such wells, including the wells set forth in Exhibit B, the "Wells"), and all Hydrocarbons produced therefrom or allocated thereto from and after the Effective Time;

(c) all rights and interests in, under or derived from all communitization, unitization and pooling agreements, declarations and orders in effect with respect to any of the Leases or Wells and the units (including the participating areas therein) created thereby (such units (including the participating areas therein), the "Units") (the Leases, the Lands, the Units and the Wells being collectively referred to hereinafter as the "Properties" or individually as a "Property");

(d) to the extent that they may be assigned, transferred or re-issued by Seller (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* Seller shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Buyer), all permits, licenses, allowances, water rights, registrations, consents, orders, approvals, variances, authorizations, servitudes, easements, rights-of-way, surface leases, surface fee interests, other surface interests and surface rights to the extent appurtenant to or primarily used or primarily held for use in connection with the Assets or otherwise primarily relating to the ownership, operation, production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from the Properties or any of the Assets, including those described on Exhibit A-1;

(e) all equipment, machinery, tools, inventory, fixtures, improvements and other personal, movable and mixed property located on any of the Properties or other Assets that is used or held for use in connection therewith, and including well equipment, casing, tubing, pumps, motors, machinery, platforms, rods, tanks, boilers, fixtures, compression equipment, flowlines, pipelines, gathering systems associated with the Wells, manifolds, processing and separation facilities, pads, structures, materials, and other items used or held for use in the operation thereof (collectively, the "Personal Property");

(f) all salt water disposal wells and evaporation pits that are located in the Specified Area, including those described on Exhibit B-1;

(g) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* Seller shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Buyer), all Applicable Contracts and all rights thereunder insofar as and only to the extent relating to the Assets;

(h) the Salt Creek EOR Participation Agreement by and between Howell Petroleum Corporation and LEH dated April 3, 2012;

(i) all Imbalances relating to the Assets;

(j) originals (if available, and otherwise copies) and copies in digital form (if available) of all of the books, files, records, information and data, whether written or electronically stored, primarily relating to the Assets maintained by Seller or its Affiliates or in Seller's or its Affiliates' possession, including: (i) land and title records (including division order files, prospect files, maps, lease records, abstracts of title, title opinions and title curative documents); (ii) Applicable Contract files; (iii) correspondence; (iv) operations, environmental, production, Asset Tax and accounting records; (v) facility and well records; and (vi) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* Seller shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Buyer), geological and seismic data (collectively, "Records");

(k) all Hydrocarbons in storage or existing in stock tanks, pipelines or plants (including inventory);

(l) all radio equipment, SCADA and measurement technology, and other production related mobility devices (such as SCADA controllers), well communication devices, and any other information technology systems and licenses associated with the foregoing, in each case only to the extent such assets and licenses are (i) used or held for use solely in connection the Properties, (ii) assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* Seller shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Buyer), and (iii) located on the Properties (the "Production Related IT Equipment");

(m) all (i) trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables and general intangibles, attributable to the Assets with respect to periods of time from and after the Effective Time; and (ii) liens and security interests in favor of Seller or its Affiliates, whether choate or inchoate, under any Legal Requirement or Contract to the extent arising from, or relating to, the ownership, operation, or sale or other disposition on or after the Effective Time of any of the Assets or to the extent arising in favor of Seller or its Affiliates as to the operator or non-operator of any Asset;

(n) all rights of Seller and its Affiliates to audit the records of any Person and to receive refunds or payments of any nature, and all amounts of money relating thereto, only to the extent related to the obligations assumed by Buyer pursuant to this Agreement or with respect to which Buyer has an obligation to indemnify Seller; and

(o) all rights, claims, and causes of action (including warranty and similar claims, indemnity claims, and defenses) of Seller or any of its Affiliates whether arising before, on, or after the Effective Time, only to the extent such rights, claims, and causes of action relate to any of the Assumed Liabilities.

"Assignment" – the Assignment and Bill of Sale from Seller to Buyer, pertaining to the Assets, substantially in the form attached to this Agreement as Exhibit D.

"Assumed Liabilities" – as defined in Section 2.06.

"Bankruptcy Cases" – the bankruptcy cases commenced by the filing by Seller (or its applicable predecessor or Affiliate) for voluntary petitions for relief under chapter 11 of title 11 of the United States Code in the Bankruptcy Court that were jointly administered under Case No. 16-60040.

"Bankruptcy Court" – the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

"Breach" – a "Breach" of a representation, warranty, covenant, obligation, or other provision of this Agreement or any certificate delivered pursuant to Section 2.04(a)(iii) or Section 2.04(b)(iii) of this Agreement shall be deemed to have occurred if there is or has been any inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation, or other provision.

"Business Day" – any day other than a Saturday, Sunday, or any other day on which commercial banks in the State of Texas are authorized or required by law or executive order to close.

"Buyer" – as defined in the preamble to this Agreement.

"Buyer's Closing Documents" – as defined in Section 4.02(a).

"Buyer Group" – Buyer and its Affiliates, and their respective Representatives.

"Casualty Loss" – as defined in Section 11.14.

"Closing" – the closing of the Contemplated Transactions.

"Closing Date" – as defined in Section 2.03.

"Code" – the Internal Revenue Code of 1986, as amended.

"Complete Remediation" – with respect to an Environmental Defect, a remediation or cure of such Environmental Defect which is completed in accordance with the Lowest Cost Response.

"Confidentiality Agreement" – that certain confidentiality agreement dated as of March 29, 2017 by and between Buyer and LEH.

"Consent" – any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization) from any Person that is required to be obtained in connection with the execution or delivery of this Agreement or the consummation of the Contemplated Transactions.

"Contemplated Transactions" – all of the transactions contemplated by this Agreement, including:

(a) the sale of the Assets by Seller to Buyer;

(b) the performance by the Parties of their respective covenants and obligations under this Agreement; and

(c) Buyer's acquisition, ownership, and exercise of control over the Assets.

"Contract" – any written contract, agreement or any other legally binding arrangement, but excluding, however, any Lease, easement, right-of-way, permit or other instrument creating or evidencing an ownership interest in the Assets or any real or immovable property related to or used in connection with the operations of any Assets.

"Cure" – as defined in Section 11.06(a)(i).

"Cure Amounts" – as defined in the Stipulation and Agreed Order.

"Damages" – any and all claims, demands, payments, charges, judgments, assessments, losses, liabilities, damages, Taxes, penalties, fines, expenses, costs, fees, settlements, and deficiencies, including any attorneys' fees, legal, and other costs and expenses suffered or incurred therewith.

"Debt Contract" – any indenture, mortgage, loan, credit or similar agreement entered into by Seller or its Affiliates creating indebtedness on the part of Seller or its Affiliates for borrowed money or the deferred purchase price of property acquired by, or for services rendered to, Seller or its Affiliates.

"De Minimis Environmental Defect Cost" – Fifty Thousand Dollars ($50,000).

"De Minimis Title Defect Cost" – Fifty Thousand Dollars ($50,000).

"Defect Notice Date" – as defined in Section 11.04.

"Defensible Title" – title of Seller with respect to the Wells and Leases that, as of the Closing Date and the Effective Date and subject to the Permitted Encumbrances, which is deducible of record or, with respect to any Lease with the Bureau of Land Management or the State of Wyoming, is evidenced by Seller having record title or operating rights in and to such Lease, and:

(a) with respect to the Target Formation(s) set forth in Schedule 2.07 for each Unit (in each case, subject to any reservations, limitations or depth restrictions described in Schedule 2.07), entitles Seller to receive not less than the Net Revenue Interest set forth in Schedule 2.07 for such Unit, except for (i) decreases in connection with those operations in which Seller or its successors or assigns may from and after the Execution Date and in accordance with the terms of this Agreement elect to be a non-consenting co-owner, (ii) decreases resulting from the establishment or amendment from and after the Execution Date of pools or units in accordance with this Agreement, and (iii) decreases required to allow other Working Interest owners to make up past underproduction or pipelines to make up past under deliveries described in Schedule 3.09;

(b) with respect to the Target Formation(s) set forth in Schedule 2.07 for each Unit (in each case, subject to any reservations, limitations or depth restrictions described in Schedule 2.07), obligates Seller to bear not more than the Working Interest set forth in Schedule 2.07 for such Target Formation(s) for such Unit, except (i) increases resulting from contribution requirements with respect to defaulting co-owners from and after the Execution Date under applicable operating agreements, or (ii) increases to the extent that such increases are accompanied by a proportionate increase in Seller's Net Revenue Interest;

(c) with respect to the Target Formation(s) set forth in Schedule 2.07 for each Unit (in each case, subject to any reservations, limitations or depth restrictions described in Schedule 2.07), entitles Seller to not less than the Net Acres set forth on Schedule 2.07 for such Unit in the applicable Target Formation(s); and

(d) is free and clear of all Encumbrances.

"Deposit Amount" – Ten percent (10%) of the unadjusted Purchase Price (including any interest accrued thereon).

"Dispute Notice" – as defined in Section 2.05(d).

"Disputed Matter" – as defined in Section 11.15(a).

"DOJ" – the Antitrust Division of the U.S. Department of Justice.

"Effective Time" – March 1, 2017, at 12:01 a.m. local time at the location of the Assets.

"Encumbrance" – any burden, encumbrance, charge, equitable interest, privilege, lien, mortgage, deed of trust, production payment, option, pledge, collateral assignment, security interest, or other arrangement substantially equivalent to any of the foregoing.

"Environmental Condition" – any event occurring or condition existing on the Defect Notice Date with respect to the Leases, Wells or other Assets that causes a Lease, Well or other Asset to be subject to remediation under, or in violation of, an Environmental Law, or any provision of any Lease governing the Assets with respect to any Environmental Law, other than such event or condition to the extent caused by or relating to NORM.

"Environmental Defect" – an Environmental Condition discovered by Buyer or its Representatives as a result of any environmental diligence conducted by or on behalf of Buyer pursuant to Section 11.09 of this Agreement.

"Environmental Defect Notice" – as defined in Section 11.10.

"Environmental Defect Value" – with respect to each Environmental Defect, the amount of the Lowest Cost Response for such Environmental Defect.

"Environmental Law" – any applicable Legal Requirement in effect as of the Execution Date relating to pollution or the protection of the environment, including those Legal Requirements relating to the storage, handling, and use of Hazardous Materials and those Legal Requirements relating to the generation, processing, treatment, storage, transportation, disposal or other management thereof. The term "Environmental Law" does not include good or desirable operating practices or standards that may be voluntarily employed or adopted by other oil and gas well operators or recommended, but not required, by a Governmental Body.

"Environmental Liabilities" – all costs, Damages, expenses, liabilities, obligations, and other responsibilities arising from or under either Environmental Laws or Third Party claims relating to the environment, and which relate to the Assets or the ownership or operation of the same.

"Escrow Account" – as defined in Section 2.02.

"Escrow Agent" – JPMorgan Chase Bank, N.A.

"Escrow Agreement" – as defined in Section 2.02.

"Excluded Assets" – with respect to Seller, (a) all of Seller's corporate minute books, financial records and other business records that relate to Seller's business generally (including the ownership of the Assets but excluding any such records related to the Assets); (b) except to the extent related to any Assumed Liabilities, all trade credits, all accounts, all receivables of Seller and all other proceeds, income or revenues of Seller attributable to the Assets that are attributable to any period of time prior to the Effective Time (other than the Suspense Funds); (c) except to the extent related to any Assumed Liabilities, all claims and causes of action of Seller or its Affiliates that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds); (d) except to the extent related to any Assumed Liabilities subject to Section 11.14, all rights and interests of Seller (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property; (e) except to the extent of an upward adjustment to the Purchase Price, Seller's rights with respect to all Hydrocarbons produced and sold from the Assets with respect to all periods prior to the Effective Time; (f) all claims of Seller or any of its Affiliates for refunds of, rights to receive funds from any Governmental Body, or loss carry forwards or credits with respect to (i) Asset Taxes attributable to any period (or portion thereof) prior to the Effective Time, (ii) income Taxes paid by Seller or its Affiliates, or (iii) any Taxes attributable to the Excluded Assets; (g) all information technology assets, other than the Production Related IT Equipment, including desktop computers, laptop computers, servers, networking equipment and any associated peripherals and other computer hardware, computer software, all radio and telephone equipment, well communication devices, and any other information technology systems; (h) except to the extent related to any Assumed Liabilities, all rights, benefits and releases of Seller or its Affiliates under or with respect to any Contract that are attributable to periods of time prior to the Closing; (i) all of Seller's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other similar intellectual property; (j) all documents and instruments of Seller that may be protected by an attorney-client privilege or any attorney work product doctrine but excluding all title opinions and other such records related to the Assets; (k) all audit rights or obligations of Seller for which Seller bears responsibility arising under any of the Applicable Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets, except for such rights or obligations related to any Assumed Liabilities or any Imbalances assumed by Buyer; (l) Seller's interpretations of any geophysical or seismic data relating to the Assets; (m) documents prepared or received by Seller or its Affiliates with respect to (i) lists of prospective purchasers for such transactions compiled by Seller, (ii) bids submitted by other prospective purchasers of the Assets, (iii) analyses by Seller or its Affiliates of any bids submitted by any prospective purchaser, (iv) correspondence between or among Seller, its Representatives, and any prospective purchaser other than Buyer, and (v) correspondence between Seller or any of its Representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated by this Agreement; (n) subject to Section 12.13, a copy of all Records; (o) any Contracts that constitute master services agreements or similar contracts; (p) any Hedge Contracts; (q) any Debt Contracts; (r) any of Seller's assets other than the Assets; and (s) any leases, rights and other assets specifically listed in Exhibit E.

"Execution Date" – as defined in the preamble to this Agreement.

"Expert" – as defined in Section 11.15(b).

"Expert Decision" – as defined in Section 11.15(d).

"Expert Proceeding Notice" – as defined in Section 11.15(a).

"Final Amount" – as defined in Section 2.05(d).

"Final Settlement Date" – as defined in Section 2.05(d).

"Final Settlement Statement" – as defined in Section 2.05(d).

"FTC" – the Federal Trade Commission.

"Fundamental Representations" – those representations set forth in Sections 3.01, 3.02, and 3.06.

"Governmental Authorization" – any approval, consent, license, permit, registration, variance, exemption, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

"Governmental Body" – any (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multi-national organization or body; or (e) body or authority exercising, or entitled to exercise, any administrative, arbitration, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Gross Products Tax" – property or ad valorem Asset Taxes assessed by the State of Wyoming that are measured by the production of Hydrocarbons.

"Group" – either Buyer Group or Seller Group, as applicable.

"Hazardous Materials" – any (a) chemical, constituent, material, pollutant, contaminant, substance, or waste that is regulated by any Governmental Body or may form the basis of liability under any Environmental Law; and (b) petroleum, Hydrocarbons or petroleum products.

"Hedge Contract" – any Contract to which Seller or any of its Affiliates is a party with respect to any swap, forward, put, call, floor, cap, collar option, future or derivative transaction or option or similar agreement, whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities (including Hydrocarbons), equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

"HSR Act" – the Hart-Scott-Rodino-Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Hydrocarbons" – oil and gas and other hydrocarbons (including condensate) produced or processed in association therewith (whether or not such item is in liquid or gaseous form), or any combination thereof, and any minerals produced in association therewith.

"Imbalances" – over-production or under-production or over-deliveries or under-deliveries with respect to Hydrocarbons produced from or allocated to the Assets, regardless of whether such over-production or under-production or over-deliveries or under-deliveries arise at the wellhead, pipeline, gathering system, transportation system, processing plant, or other location, including any imbalances under gas balancing or similar agreements, imbalances under production handling agreements, imbalances under processing agreements, imbalances under the Leases, and imbalances under gathering or transportation agreements.

"Income Taxes" – income or franchise Taxes based upon, measured by, or calculated with respect to gross or net income, profits, capital, or similar measures (or multiple bases, including corporate, franchise, business and occupation, business license, or similar Taxes, if gross or net income, profits, capital, or a similar measure is one of the bases on which such Tax is based, measured, or calculated), but excluding ad valorem, property, excise, severance, production, sales, use, real or personal property transfer or other similar Taxes.

"Individual Claim Threshold" – as defined in Section 10.05.

"Instruments of Conveyance" – the Assignment. Except for the special warranty of Defensible Title by, through and under Seller and its Affiliates contained therein, the foregoing Instruments of Conveyance shall be without warranty of title, whether express, implied, statutory, or otherwise, it being understood that Buyer shall have the right to conduct pre-Closing title due diligence as described below in Article 11, and that the rights and remedies set forth in Article 11 shall be Buyer's sole rights and remedies with respect to title.

"Knowledge" – an individual will be deemed to have "Knowledge" of a particular fact or other matter if such individual is actually aware of such fact or other matter, without any duty of inquiry. A Seller Party will be deemed to have "Knowledge" of a particular fact or other matter if any of the following individuals has Knowledge of such fact or other matter: Mark E. Ellis (President and Chief Executive Officer), David B. Rottino (Executive Vice President and Chief Financial Officer), Arden L. Walker, Jr. (Executive Vice President and Chief Operating Officer), Thomas Emmons (Senior Vice President, Corporate Services), Jamin McNeil (Senior Vice President, Houston Division Operations) and Scott Carrasco (Asset Manager). Buyer will be deemed to have "Knowledge" of a particular fact or other matter if John Kleckner (Director, Acquisitions and Divestitures) has Knowledge of such fact or other matter.

"Lands" – as set forth in the definition of "Assets".

"Leases" – as set forth in the definition of "Assets".

"Legal Requirement" – any federal, state, local, municipal, foreign, international, or multinational law, Order, constitution, ordinance, or rule, including rules of common law, regulation, statute, treaty, or other legally enforceable directive or requirement.

"Lowest Cost Response" – the response required or allowed under Environmental Laws in effect as of the Defect Notice Date and under the Leases (if applicable and explicitly addressed therein), that addresses and resolves (for current and future use in the same manner as currently used) the identified Environmental Condition in the most cost-effective manner (considered as a whole and allowing for the continued use and operation of the Assets in the same manner currently used or operated) as compared to any other response that is required or allowed under Environmental Laws and the Leases. The Lowest Cost Response shall include taking no action, leaving the condition unaddressed, periodic monitoring or the recording of notices in lieu of remediation, if such responses are allowed under Environmental Laws and the Leases. The Lowest Cost Response shall not include any costs or expenses relating to the assessment, remediation, removal, abatement, transportation or disposal of any asbestos, asbestos-containing material or NORM unless such costs or expenses are incurred in connection with the removal from the Lands of equipment with NORM, asbestos or asbestos-containing material and such equipment has not been used during the twelve (12) months immediately preceding the Closing Date.

"Material Contracts" – as defined in Section 3.10.

"Midwest School Gas Leak" – the presence, or release, migration or leak of Hazardous Materials or carbon dioxide that first exists or commences before the Closing Date from or in connection with the 24WC2NE25 and 40HWC2SE25 wells at or adjacent to the Midwest School in Midwest, Wyoming and all actions taken to remediate such presence, release, migration or leak, including investigation, sampling, monitoring, expansion or implementation of a water curtain, review of wells, off-gassing mitigation, installation, testing and operation of a sub slab mitigation system or ventilation system, plugging or re-plugging wells, vapor extraction, and relocation of Persons, including school occupants, residents and businesses.

"Net Acre" **–** as computed separately with respect to each Unit identified on Schedule 2.07, (a) the gross number of mineral acres in the lands covered by all Leases on Exhibit A for such Unit, *multiplied* by (b) the undivided fee simple mineral interest (expressed as a percentage) in the lands covered by such Leases for such Unit (as determined by aggregating the fee simple mineral interests owned by each lessor of that Lease in the lands covered by such Leases) as to the applicable Target Formation(s), *multiplied* by (c) Seller's undivided percentage interest that is burdened with the obligation to bear and pay costs and expenses in such Leases for such Units; *provided* that if the items in (b) or (c) vary as to different tracts covered by such Leases, a separate calculation shall be done for each such tract. For example, if a Lease in which Seller owns an undivided fifty percent (50%) working interest covers a 20-acre tract in which the lessors of such Lease own an undivided one-half (1/2) fee mineral interest as to the applicable Target Formation and a separate and distinct 40-acre tract in which the lessors of such Lease own an undivided one fourth (1/4) fee mineral interest as to the applicable Target Formation(s), then the Lease would cover ten (10) Net Acres (i.e., $(20 \times 0.5 \times 0.5) + (40 \times 0.25 \times 0.5) = 10$).

"Net Revenue Interest" – with respect to any Unit, the interest in and to all Hydrocarbons produced, saved and sold from or allocated to any Well drilled in such Unit, in each case, limited to the applicable Target Formation as described in the definition of "Defensible Title" and subject to any reservations, limitations or depth restrictions described in Schedule 2.07, after satisfaction of all other Royalties.

"NORM" – naturally occurring radioactive material.

"Order" – any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

"Organizational Documents" – (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the articles of organization and resolutions of a limited liability company; (c) the certificate of limited partnership and limited partnership agreement of a limited partnership; and (d) any amendment to any of the foregoing.

"Outside Date" – as defined in Section 9.01(b).

"Party" or "Parties" – as defined in the preamble to this Agreement.

"Party Affiliates" – as defined in Section 12.18.

"Permitted Encumbrance" – any of the following:

(a) the terms and conditions of all Leases and Contracts if the net cumulative effect of such Leases and Contracts does not (i) materially interfere with the operation or use of any of the Assets (as currently operated and used) or the ability of a reasonably prudent operator to drill a well on a Lease, (ii) operate to reduce the Net Revenue Interest of Seller with respect to the Target Formation(s) set forth in Schedule 2.07 to an amount less than the Net Revenue Interest set forth in Schedule 2.07 for such Unit, (iii) obligate Seller to bear a Working Interest with respect to the Target Formation(s) set forth in Schedule 2.07 for any Unit in any amount greater than the Working Interest set forth in Schedule 2.07 for such Unit (unless the Net Revenue Interest for such Unit is greater than the Net Revenue Interest set forth in Schedule 2.07 for such Unit, in the same or greater proportion as any increase in such Working Interest), or (v) reduce the Net Acres of Seller with respect to any Unit to an amount less than the Net Acres set forth on Schedule 2.07 for the applicable Target Formation for such Unit;

(b) any Preferential Purchase Rights, Consents and similar agreements;

(c) excepting circumstances where such rights have already been triggered prior to the Effective Time, rights of reassignment arising upon final intention to abandon or release the Assets;

(d) liens for Taxes not yet due or delinquent or, if delinquent, that are being contested in good faith by appropriate proceedings by or on behalf of Seller;

(e) all rights to consent by, required notices to, filings with, or other actions by Governmental Bodies in connection with the conveyance of the Leases, if the same are customarily sought and received after the Closing;

(f) all Legal Requirements and all rights reserved to or vested in any Governmental Body (i) to control or regulate any Asset in any manner; (ii) by the terms of any right, power, franchise, grant, license or permit, or by any provision of law, to terminate such right, power,

franchise, grant, license or permit or to purchase, condemn, expropriate or recapture or to designate a purchaser of any of the Assets; (iii) to use such property in a manner which does not materially impair the use of such property for the purposes for which it is currently owned and operated; or (iv) to enforce any obligations or duties affecting the Assets to any Governmental Body with respect to any right, power, franchise, grant, license or permit;

(g) rights of a common owner of any interest currently held by Seller and such common owner as tenants in common or through common ownership to the extent that the same does not (i) materially interfere with the use or operation of any of the Assets (as currently used and operated) or the ability of a reasonably prudent operator to drill a well on a Lease, (ii) operate to reduce the Net Revenue Interest of Seller with respect to the Target Formation(s) set forth in Schedule 2.07 or each currently producing formation, as applicable, for any Unit to an amount less than the Net Revenue Interest set forth in Schedule 2.07 for such Unit, (iii) obligate Seller to bear a Working Interest with respect to the Target Formation(s) set forth in Schedule 2.07 for any Unit in any amount greater than the Working Interest set forth in Schedule 2.07 for such Unit (unless the Net Revenue Interest for such Unit is greater than the Net Revenue Interest set forth in Schedule 2.07 for such Unit, in the same or greater proportion as any increase in such Working Interest), or (iv) reduce the Net Acres of Seller with respect to any Unit to an amount less than the Net Acres set forth on Schedule 2.07 for the applicable Target Formation in such Unit;

(h) easements, servitudes, permits, rights-of-way, surface leases, and other rights in the Assets for the purpose of operations, facilities, roads, alleys, highways, railways, pipelines, transmission lines, transportation lines, distribution lines, power lines, telephone lines, removal of timber, grazing, logging operations, canals, ditches, reservoirs and other like purposes, or for the joint or common use of real estate, rights-of-way, facilities and equipment, which, in each case, do not (i) materially interfere with the operation or use of any of the Assets (as currently operated and used) or the ability of a reasonably prudent operator to drill a well on a Lease, (ii) operate to reduce the Net Revenue Interest of Seller with respect to the Target Formation(s) set forth in Schedule 2.07 or each currently producing formation, as applicable, for any Unit to an amount less than the Net Revenue Interest set forth in Schedule 2.07 for such Unit, (iii) obligate Seller to bear a Working Interest with respect to the Target Formation(s) set forth in Schedule 2.07 for any Unit in any amount greater than the Working Interest set forth in Schedule 2.07 for such Unit (unless the Net Revenue Interest for such Unit is greater than the Net Revenue Interest set forth in Schedule 2.07 for such Unit, in the same or greater proportion as any increase in such Working Interest), or (iv) reduce the Net Acres of Seller with respect to any Unit identified on Schedule 2.07 to an amount less than the Net Acres set forth on Schedule 2.07 for the applicable Target Formation for each Unit;

(i) vendors, carriers, warehousemen's, repairmen's, mechanics', workmen's, materialmen's, construction or other like liens arising by operation of law in the ordinary course of business or incident to the construction or improvement of any property in respect of obligations which are not yet due or which are being contested in good faith by appropriate proceedings by or on behalf of Seller, in each case (A) as set forth on Schedule 1.01 or (B) otherwise arising from and after the Execution Date;

(j) Encumbrances created under Leases or any joint operating agreements applicable to the Assets or by operation of law in respect of obligations that are not yet due or that are being contested in good faith by appropriate proceedings by or on behalf of Seller, in each case (A) as set forth on Schedule 1.01 or (B) otherwise arising from and after the Execution Date;

(k) any Encumbrance affecting the Assets that is discharged by Seller or expressly waived in writing by Buyer pursuant to the terms of this Agreement at or prior to Closing;

(l) defects based solely on assertions that Seller's files lack information (including title opinions);

(m) lessor's royalties, overriding royalties, production payments, net profits interests, reversionary interests, and similar burdens if the net cumulative effect of such burdens (i) does not materially interfere with the operation or use of any of the Assets (as currently operated and used) or the ability of a reasonably prudent operator to drill a well on a Lease, (ii) does not reduce the Net Revenue Interest of Seller with respect to any Unit to an amount less than the Net Revenue Interest set forth in Schedule 2.07 for such Unit, (iii) does not obligate Seller to bear a Working Interest in any amount greater than the Working Interest set forth in Schedule 2.07 for any Unit (unless the Net Revenue Interest for such Unit is greater than the Net Revenue Interest set forth in Schedule 2.07 for such Unit, in the same or greater proportion as any increase in such Working Interest), and (iv) does not entitle Seller to less than the Net Acres set forth on Schedule 2.07 for the applicable Target Formation for any Unit;

(n) defects or irregularities of title (i) as to which the relevant statute(s) of limitations or prescription would bar any attack or claim against Seller's title; (ii) to the extent arising out of lack of evidence of, or other defects to the extent related to, authorization, execution, delivery, acknowledgment, or approval of any instrument in Seller's chain of title absent reasonable evidence of an actual claim of superior title from a Third Party attributable to such matter; (iii) to the extent consisting of the failure to recite marital status or omissions of heirship proceedings in documents; (iv) resulting from lack of survey, unless a survey is expressly required by applicable Legal Requirements; (v) to the extent arising out of lack of entity authorization unless Buyer provides affirmative evidence that such entity action was not authorized and results in another Person's actual and superior claim of title or (vi) that have been cured by prescription or limitations;

(o) Imbalances set forth on Schedule 3.09;

(p) calls on Hydrocarbon production under existing Contracts set forth on Schedule 3.10;

(q) any matters referenced or set forth on Schedule 1.01;
(s) mortgages on the lessor's interest under a Lease, whether or not subordinate to such Lease, that have expired on their own terms or the enforcement of which are barred by applicable statute(s) of limitations or prescription; and

(t) the failure of Seller to have Record title (as that term is defined in 43 CFR § 3100.0 5(c)) to any Lease by the Bureau of Land Management if the Seller has the represented operating rights in such Lease.

"Person" – any individual, firm, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

"Personal Property" – as set forth in the definition of "Assets".

"Phase I Environmental Site Assessment" – a Phase I environmental property assessment of the Assets that satisfies the basic assessment requirements set forth under the current ASTM International Standard Practice for Environmental Site Assessments (Designation E1527-13) or any other visual site assessment or review of records, reports or documents, and any desktop evaluation of the Assets' compliance with Environmental Laws.

"Plan of Reorganization" – the *Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and Its Debtor Affiliates Other than LINN Acquisition Company, LLC and Berry Petroleum Company, LLC*, as confirmed in the Bankruptcy Cases by the *Order Confirming (i) Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and its Debtor Affiliates other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC and (ii) Amended Join Chapter 11 Plan of Reorganization of Linn Acquisition Company, LLC and Berry Petroleum Company, LLC* [Docket No. 1629].

"Post-Closing Date" – as defined in Section 2.05(d).

"Post-Closing Gross Products Taxes" – as defined in Section 12.02(c)(ii).

"Potential Discharged Claims" – all Claims (as defined in 11 U.S.C. § 101(5)) that (i) were discharged in the Bankruptcy Cases and were treated in accordance with the Plan of Reorganization, or (ii) would have been discharged in the Bankruptcy Cases and treated in accordance with the Plan of Reorganization in the event the holder of such Claim had received proper notice of (a) the pendency of the Bankruptcy Cases, (b) the opportunity to timely file a Claim therein, and (c) the opportunity to timely object to the Plan of Reorganization.

"Preferential Purchase Right" – any right or agreement that enables any Person to purchase or acquire any Asset or any interest therein or portion thereof as a result of or in connection with the execution or delivery of this Agreement or the consummation of the Contemplated Transactions.

"Preliminary Allocation" – as defined in Section 2.07(a).

"Preliminary Amount" – the Purchase Price, adjusted as provided in Section 2.03, based upon the best information available at the time of the Closing.

"Preliminary Settlement Statement" – as defined in Section 2.03.

"Proceeding" – any proceeding, action, arbitration, audit, hearing, investigation, request for information, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body.

"Production Related IT Equipment" – as set forth in the definition of "Assets".

"Property" or "Properties" – as set forth in the definition of "Assets".

"Property Costs" – all operating expenses (including utilities, costs of insurance, rentals, and third party overhead costs) and, capital expenditures (including costs of acquiring equipment), respectively, incurred in the ordinary course of business attributable to the use, operation, and ownership of the Assets, but "Property Costs" shall not include and Seller shall be responsible for all costs, expenses and Damages attributable to (a) personal injury or death, property damage, torts, breach of contract, or violation of any Legal Requirement, (b) obligations relating to the abandonment or plugging of Wells, dismantling or decommissioning facilities, closing pits and restoring the surface around such Wells, facilities and pits prior to Closing, (c) Retained Liabilities, curing Title Defects, Environmental Defects or Breaches of this Agreement by Seller and the matters covered by the indemnities in Section 10.02, (d) obligations with respect to Imbalances, (e) obligations to pay Royalties or other interest owners revenues or proceeds relating to the Assets but held in suspense, including Suspense Funds, (f) rentals, options, lease maintenance, broker fees and other property acquisition costs, (g) any of Seller's or its Affiliates internal overhead or any general and administrative expenses, (h) insurance premiums attributable to policies directly entered into by Seller or its Affiliates, whether or not related to the Assets, and (i) claims for indemnification or reimbursement from any Third Party with respect to costs of the types described in the preceding clauses (a) through (h), whether such claims are made pursuant to contract or otherwise. Notwithstanding anything to the contrary in this Agreement, "Property Costs" shall not include any Asset Taxes, Income Taxes or Transfer Taxes.

"Purchase Price" – as defined in Section 2.02.

"Records" – as set forth in the definition of "Assets".

"Representative" – with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Required Consent" – any Consent with respect to which (a) there is a provision within the applicable instrument that such Consent may be withheld in the sole and absolute discretion of the holder or words of similar effect, or (b) there is provision within the applicable instrument expressly stating that an assignment in violation thereof (i) is void or voidable, (ii) triggers the payment of specified liquidated damages, or (iii) causes termination of or right of any counterparty to terminate the applicable Assets to be assigned, or words of similar effect.

"Retained Assets" – any rights, titles, interests, assets, and properties that are originally included in the Assets under the terms of this Agreement, but that are subsequently excluded from the Assets or sale under this Agreement pursuant to the terms of this Agreement.

"Retained Liabilities" – Damages, liabilities and obligations attributable to, arising out of or in connection with, or based upon (a) the disposal or transportation prior to Closing of any Hazardous Materials generated or used by Seller and taken from the Assets to any location that is not an Asset; (b) personal injury (including death) claims attributable to Seller's or its Affiliate's ownership of the Assets prior to the Closing; (c) failure to properly and timely pay, in accordance with the terms of any Lease, Contract or applicable Legal Requirement, all Royalties and any other Working Interest amounts (in each case) with respect to the Assets that are due by Seller or any of its Affiliates and attributable to Seller's ownership of the Assets prior to the Effective Time; (d) the matters identified in Schedule 1.01(b) solely to the extent Buyer does not receive indemnification therefore under either Title Indemnity Agreement; (e) the Midwest School Gas Leak; (f) any claim made by an employee of Seller or any Affiliate of Seller directly relating to such employment; (g) except to the extent the Purchase Price is reduced pursuant to Section 2.05, any Property Costs attributable to Seller's or its Affiliates' ownership or operation of the Assets prior to the Effective Time; (h) the Potential Discharged Claims and any failure of Seller to take any action, or pursue or enforce any right, remedy or cause of action, to cause the discharge of or prevent the enforcement or collection of any Potential Discharged Claim; (i) except for clause (c) in the definition of Assumed Liabilities, any amounts payable to any Governmental Body in the future to satisfy claims of such Governmental Body that are expressly reserved or preserved under the Stipulation and Agreed Order and attributable to pre-Effective Time periods, including any Cure Amounts; and (j) any civil or administrative fines or penalties and criminal sanctions imposed on the Seller or its Affiliates in connection with any pre-Closing violation of, or failure to comply with Legal Requirements (excluding Environmental Laws); *provided* that, from and after the date that is twenty-four (24) months following the Closing Date, all Damages, liabilities and obligations arising out of clause (b), other than in connection with the Midwest School Gas Leak, and clause (c) shall no longer be Retained Liabilities and shall be deemed Assumed Liabilities.

"Royalties" – royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests, options, back-in interests, contractual rights to production, and other burdens upon, measured by or payable out of production, excluding, for the avoidance of doubt, any Taxes.

"Scheduled Closing Date" – as defined in Section 2.03.

"Schedules" – the aggregate of all schedules that set forth exceptions, disclosures, or otherwise relate to or are referenced in any of the representations, warranties or covenants set forth herein.

"Seller" – as defined in the preamble to this Agreement.

"Seller Closing Documents" – as defined in Section 3.02(a).

"Seller Group" – Seller and its Affiliates, and their respective Representatives.

"Seller Party" – each of LEH and LOL individually.

"Seller Taxes" – (a) all Income Taxes imposed by any applicable laws on any Seller Party, any of its direct or indirect owners or Affiliates, or any combined, unitary, or consolidated group of which any of the foregoing is or was a member, (b) Asset Taxes allocable to Seller pursuant to Section 12.02(c) (taking into account, and without duplication of, such Asset Taxes effectively borne by Seller as a result of (i) the adjustments to the Purchase Price made pursuant to Section 2.03, Section 2.05(c) or Section 2.05(d), as applicable, and (ii) any payments made from one Party to the other in respect of Asset Taxes pursuant to Section 12.02(c)(iii)), (c) any Taxes imposed on or with respect to the ownership or operation of the Excluded Assets or that are attributable to any asset or business of any Seller Party that is not part of the Assets, and (d) any and all Taxes (other than the Taxes described in clauses (a), (b) or (c) of this definition) imposed on or with respect to the ownership or operation of the Assets or the production of Hydrocarbons or the receipt of proceeds therefrom for any Tax period (or portion thereof) ending before the Effective Time.

"Specified Area" – the area inside the boundary of the Salt Creek Unit and Salt Creek South Unit as defined in the applicable unit agreements.

"Stipulation and Agreed Order" – the Stipulation and Agreed Order, dated April 27, 2017, executed by Seller (or its applicable predecessor or Affiliate) and the United States Department of the Interior and ordered by the Bankruptcy Court.

"Straddle Period" – any Tax period beginning before and ending after the Effective Time.

"Suspense Funds" – proceeds of production and associated penalties and interest in respect of any of the Wells that are payable to any Third Party and are being held in suspense by Seller as the operator of such Wells.

"Target Formation" – as set forth in Exhibit G.

"Tax" or "Taxes" – (a) any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, assessments, unclaimed property and escheat obligations and other governmental charges imposed by any Governmental Body, including income, profits, franchise, alternative or add-on minimum, gross receipts, environmental (including taxes under Section 59A of the Code), registration, withholding, employment, social security (or similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, estimated, unemployment, severance, compensation, utility, stamp, premium, windfall profits, transfer, gains, production and excise taxes, and customs duties, together with any interest, penalties, fines or additions thereto and (b) any successor or transferee liability or any liability that arises by reason of being a member of a consolidated, combined or unitary group, in each case, in respect of any items described in clause (a) above.

"Tax Allocation" – as defined in Section 2.07(b).

"Tax Returns" – any and all reports, returns, declarations, claims for refund, elections, disclosures, estimates, information reports or returns or statements supplied or required to be supplied to a Governmental Body in connection with Taxes, including any schedule or attachment thereto or amendment thereof.

"Third Party" – any Person other than a Party or an Affiliate of a Party.

"Threatened" – a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made in writing to a Party or any of its officers, directors, or employees that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

"Title Benefit" – as defined in Section 11.08.

"Title Benefit Notice" – as defined in Section 11.08.

"Title Benefit Properties" – as defined in Section 11.08.

"Title Benefit Value" – as defined in Section 11.08.

"Title Defect" – any Encumbrance, defect or other matter that causes Seller not to have Defensible Title in and to the Wells or Leases in any Unit, without duplication; *provided* that the following shall not be considered Title Defects:

(a) defects arising out of the lack of corporate or other entity authorization unless Buyer provides affirmative evidence that such corporate or other entity action was not authorized and results in (or could reasonably be expected to result in) another Person's actual and superior claim of title to the relevant Assets;

(b) defects based on a gap in Seller's chain of title in the county or parish records, unless Buyer affirmatively shows such gap to exist in such records by an abstract of title, title opinion, landman's title chain, run sheet or other document, which documents (if any) shall be included in a Title Defect Notice (for the avoidance of doubt, a non-certified, cursory or limited title chain will satisfy this requirement);

(c) defects based upon the failure to record any federal or state Leases or any assignments of interests in such Leases or any assignments of interests in such Leases in any applicable public records; *provided* that failures to record any federal or state Lease or any assignments of interest in such Lease in the applicable public record may be defects if the failure to so record cannot be cured by filing the same after the Effective Date in the applicable public record;

(d) defects arising from any change in any applicable Legal Requirement after the Execution Date; and

(f) defects based solely on the lack of information in Seller's files.

"Title Defect Cure Period" – as defined in Section 11.06(a).

"Title Defect Notice" – as defined in Section 11.04.

"Title Defect Property" – as defined in Section 11.04.

"Title Defect Value" – as defined in Section 11.04.

"Title Indemnity Agreements" – collectively, (i) that certain Title Indemnity Agreement Salt Creek Unit by and between Howell Petroleum Corporation and Linn Energy Holdings, LLC dated April 1, 2012, and (ii) that certain Title Indemnity Agreement Salt Creek South Unit by and between Howell Petroleum Corporation and Linn Energy Holdings, LLC dated April 1, 2012.

"Transfer Tax" – all transfer, sales, use, stamp, registration and similar Taxes (but excluding (a) all related documentary, filing and recording fees and expenses and (b) Income Taxes) arising out of, or in connection with, the transactions contemplated by this Agreement.

"Units" – as set forth in the definition of "Assets".

"Wells" – as set forth in the definition of "Assets".

"Working Interest" – with respect to any Unit, the interest in and to such Unit, the interest in and to any well drilled in such Unit that is burdened with the obligation to bear and pay costs and expenses of maintenance, development and operations on or in connection with such Unit (in each case, limited to the applicable Target Formation(s) as described in the definition of "Defensible Title" and subject to any reservations, limitations or depth restrictions described in Schedule 2.07), but without regard to the effect of any Royalties or other burdens.

ARTICLE 2
SALE AND TRANSFER OF ASSETS; CLOSING

2.01 Assets. Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell and transfer (or shall cause to be sold and transferred) the Assets to Buyer, and Buyer shall purchase, pay for, and accept the Assets from Seller.

2.02 Purchase Price; Deposit. Subject to any adjustments that may be made under Section 2.05, the purchase price for the Assets will be Seventy-One Million Five Hundred Thousand Dollars ($71,500,000) (the "Purchase Price"). Within one (1) Business Day after the Execution Date, Buyer will deposit by wire transfer in same day funds into an escrow account (the "Escrow Account") established pursuant to the terms of a mutually agreeable Escrow Agreement (the "Escrow Agreement") an amount equal to the Deposit Amount. The Deposit Amount shall be held by the Escrow Agent, and if the Closing timely occurs, on or before the Closing Date, the Parties shall execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Seller at Closing, which Deposit Amount shall be applied as a credit toward the Preliminary Amount as provided in Section 2.05(a). If this Agreement is terminated prior to the Closing in accordance with Section 9.01, then the provisions of Section 9.02 shall apply and the distribution of the Deposit Amount shall be governed in accordance therewith.

2.03 Closing; Preliminary Settlement Statement. The Closing shall take place at the offices of Kirkland and Ellis LLP at 600 Travis Street, Suite 3300, Houston, Texas 77002 on or before June 30, 2017 (the "Scheduled Closing Date"), or if all conditions to Closing under Article 7 and Article 8 have not yet been satisfied or waived, within ten (10) Business Days after such conditions have been satisfied or waived, subject to such conditions being satisfied or waived at the Closing and subject to the provisions of Article 9. The date on which Closing

occurs shall be the "Closing Date". Subject to the provisions of Articles 7, 8, and 9, failure to consummate the purchase and sale provided for in this Agreement on the date and time and at the place determined pursuant to this Section 2.03 shall not result in the termination of this Agreement and shall not relieve either Party of any obligation under this Agreement. Not later than five (5) Business Days prior to the Closing Date, Seller will deliver to Buyer a statement setting forth in reasonable detail Seller's reasonable good faith determination of the Preliminary Amount based upon the best information available at that time (the "Preliminary Settlement Statement"). Within two (2) Business Days after its receipt of the Preliminary Settlement Statement, Buyer may submit to Seller in writing any objections or proposed changes thereto and Seller shall consider all such objections and proposed changes in good faith. The estimate agreed to by Seller and Buyer, or, absent such agreement, delivered in the Preliminary Settlement Statement by Seller in accordance with this Section 2.03, will, absent manifest error, be the Preliminary Amount to be paid by Buyer to Seller at the Closing.

2.04 Closing Obligations. At the Closing:

(a) Each Seller Party shall deliver (and execute, as appropriate), or cause to be delivered (and executed, as appropriate), to Buyer:

(i) the Instruments of Conveyance in the appropriate number for recording in the real property records where the Assets are located, together with any assignments, on appropriate forms, of state and of federal Leases comprising portions of the Assets, if any, in sufficient counterparts necessary to facilitate filing with the applicable Governmental Bodies;

(ii) possession of the Assets (except the Suspense Funds, which shall be conveyed to Buyer by way of one or more adjustments to the Purchase Price as provided in Section 2.05(c)(ii)(E));

(iii) a certificate, in substantially the form set forth in Exhibit F executed by an officer of such Seller Party, certifying on behalf of such Seller Party that the conditions to Closing set forth in Sections 7.01 and 7.02 have been fulfilled;

(iv) a Treasury Regulation Section 1.1445-2(b)(2) statement, certifying that such Seller Party (or its regarded owner, if such Seller Party is an entity disregarded as separate from its owner) is not a "foreign person" within the meaning of the Code;

(v) an executed counterpart of the Preliminary Settlement Statement;

(vi) a recordable release in a form reasonably acceptable to Buyer of any trust, mortgages, financing statements, fixture filings and security agreements, in each case, securing indebtedness for borrowed money made by such Seller Party or its Affiliates affecting the Assets; and

(vii) such documents as Buyer or counsel for Buyer may reasonably request, including letters-in-lieu of transfer order to third party operators and purchasers of production from the Wells (which shall be prepared and provided by Buyer (with assistance from Seller) and reasonably satisfactory to Seller) and documents needed to transfer any Governmental Authorizations.

(b) Buyer shall deliver (and execute, as appropriate) to Seller:

(i) the Preliminary Amount (less the Deposit Amount) by wire transfer to the accounts specified by Seller in written notices given by Seller to Buyer at least two (2) Business Days prior to the Closing Date;

(ii) the Instruments of Conveyance in the appropriate number for recording in the real property records where the Assets are located, together with any assignments, on appropriate forms, of state and of federal Leases comprising portions of the Assets, if any, in sufficient counterparts necessary to facilitate filing with the applicable Governmental Bodies;

(iii) a certificate, in substantially the form set forth in Exhibit F executed by an officer of Buyer, certifying on behalf of Buyer that the conditions to Closing set forth in Sections 8.01 and 8.02 have been fulfilled;

(iv) an executed counterpart of the Preliminary Settlement Statement;

(v) evidence of replacement bonds, guarantees, and other sureties pursuant to Section 6.03(a) and evidence of such other authorizations and qualifications as may be necessary for Buyer to own the Assets; and

(vi) such other documents as Seller or counsel for Seller may reasonably request, including letters-in-lieu of transfer order to purchasers of production from the Wells (which shall be prepared and provided by Buyer and reasonably satisfactory to Seller).

2.05 Allocations and Adjustments. If the Closing occurs:

(a) Buyer shall be entitled to all production and products from or attributable to the Assets from and after the Effective Time and the proceeds thereof, and to all other income, proceeds, receipts, and credits earned with respect to the Assets on or after the Effective Time, and shall be responsible for (and entitled to any refunds with respect to) all Property Costs attributable to the Assets and incurred from and after the Effective Time. Seller shall be entitled to all production and products from or attributable to the Assets prior to the Effective Time and the proceeds thereof, and shall be responsible for (and entitled to any refunds with respect to) all Property Costs attributable to the Assets and incurred prior to the Effective Time. “Earned” and “incurred,” as used in this Agreement, shall be interpreted in accordance with generally accepted accounting principles and Council of Petroleum Accountants Society (COPAS) standards.

(b) For purposes of allocating revenues, production, proceeds, income, accounts receivable, and products under this Section 2.05, (A) liquid Hydrocarbons produced into storage facilities will be deemed to be “from or attributable to” the Wells when they pass through the pipeline connecting into the storage facilities into which they are run, and

(B) gaseous Hydrocarbons and liquid Hydrocarbons produced into pipelines will be deemed to be "from or attributable to" the Wells when they pass through the receipt point sales meters on the pipelines through which they are transported. In order to accomplish the foregoing allocation of production, the Parties shall rely upon the gauging, metering, and strapping procedures which were conducted by Seller on or about the Effective Time and, unless demonstrated to be inaccurate, shall utilize reasonable interpolating procedures to arrive at an allocation of production when exact gauging, metering, and strapping data is not available on hand as of the Effective Time. Asset Taxes for 2017 shall be prorated in accordance with Section 12.02(b). Seller shall provide to Buyer evidence of all meter readings and all gauging and strapping procedures conducted on or about the Effective Time in connection with the Assets, together with all data necessary to support any estimated allocation, for purposes of establishing the adjustment to the Purchase Price pursuant to Section 2.05(a).

(c) The Purchase Price shall be, without duplication,

(i) increased by the following amounts:

(A) the aggregate amount of (i) proceeds received by Buyer from the sale of Hydrocarbons produced from and attributable to the Assets during any period prior to the Effective Time to which Seller is entitled under Section 2.05(a) (net of any (x) Royalties and (y) third party gathering, processing, transportation and other similar midstream costs) and (ii) other proceeds received with respect to the Assets for which Seller would otherwise be entitled under Section 2.05(a);

(B) the amount of all Asset Taxes allocable to Buyer pursuant to Section 12.02(b) but paid or economically borne by Seller (excluding, for the avoidance of doubt, any Asset Taxes that were withheld or deducted from the gross amount paid or payable to Seller in connection with a transaction to which Section 2.05(c)(ii)(A) applies, and therefore were taken into account in determining the "proceeds received" by Seller for purposes of applying Section 2.05(c)(ii)(A) with respect to such transaction);

(C) the aggregate amount of all non-reimbursed Property Costs that have been paid by Seller that are attributable to the ownership of the Assets after the Effective Time (including the amount of any prepayments of Property Costs made by Seller (or its immediate predecessor in title) that are applied against operations conducted between the Effective Time and Closing, but excluding all other prepayments);

(D) the amount of any prepayments of Property Costs made by Seller (or its immediate predecessor in title) to Buyer or its Affiliates for operations not completed prior to Closing and that are not reimbursed to Seller on or prior to the Closing;

(E) the amount of any other upward adjustment specifically provided for in this Agreement or mutually agreed upon by the Parties;

(F) to the extent that proceeds for such volumes have not been received by Seller, an amount equal to the value of all Hydrocarbons attributable to the Assets in storage or existing in stock tanks, pipelines or plants (including inventory) above the load line as of the Effective Time; and

(ii) decreased by the following amounts:

(A) the aggregate amount of (i) proceeds received by Seller from the sale of Hydrocarbons produced from and attributable to the Assets from and after the Effective Time to which Buyer is entitled under Section 2.05(a) (net of any (x) Royalties and (y) third party gathering, processing, transportation and other similar midstream costs) and (ii) other proceeds received by Seller with respect to the Assets for which Buyer would otherwise be entitled under Section 2.05(a);

(B) the amount of all Asset Taxes allocable to Seller pursuant to Section 12.02(b) but paid or economically borne by Buyer (excluding, for the avoidance of doubt, any Asset Taxes that were withheld or deducted from the gross amount paid or payable to Buyer in connection with a transaction to which Section 2.05(c)(i)(A) applies, and therefore were taken into account in determining the "proceeds received" by Buyer for purposes of applying Section 2.05(c)(i)(A) with respect to such transaction);

(C) the aggregate amount of all downward adjustments pursuant to Article 11;

(D) the aggregate amount of all non-reimbursed Property Costs that are attributable to the ownership of the Assets prior to the Effective Time (excluding prepayments with respect to any period after the Effective Time) and paid by Buyer;

(E) the amount of the Suspense Funds; and

(F) the amount of any other downward adjustment specifically provided for in this Agreement or mutually agreed upon by the Parties.

(d) No earlier than sixty (60) days following the Closing Date and no later than ninety (90) days following the Closing Date, Seller shall prepare and submit to Buyer a statement (the "Final Settlement Statement") setting forth each adjustment or payment which was not finally determined as of the Closing Date and showing the values used to determine such adjustments to reflect the final adjusted Purchase Price calculated in accordance with this Section 2.05, together with all available documentation in reasonable detail to support any credit, charge, receipt or other item, including all such documentation used by Seller in the preparation of such statement. On or before thirty (30) days after receipt of the Final Settlement Statement, Buyer shall deliver to Seller a written report

containing any changes that Buyer proposes be made to the Final Settlement Statement and an explanation of any such changes and the reasons therefor together with any supporting information (the "Dispute Notice"). During such thirty (30)-day period, Buyer shall be given reasonable access to Seller's and its Affiliates' books and records relating to the matters required to be accounted for in the Final Settlement Statement to allow Buyer to conduct an audit and review such items. Any changes not included in the Dispute Notice shall be deemed waived. If Buyer fails to timely deliver a Dispute Notice to Seller containing changes Buyer proposes to be made to the Final Settlement Statement, the Final Settlement Statement as delivered by Seller will be deemed to be mutually agreed upon by the Parties and will, without limiting Section 12.02(c)(iii) or Buyer's right to indemnity under Section 10.02(c) for Seller Taxes, be final and binding on the Parties. Upon delivery of the Dispute Notice, the Parties shall undertake to agree with respect to any disputed amounts identified therein by the date that is one hundred twenty (120) days after the Closing Date (the "Post-Closing Date"). Except for Title Defect and Environmental Defect adjustments pursuant to Section 2.05(c)(ii)(B), which shall be subject to the arbitration provisions of Section 11.15, if the Parties are still unable to agree regarding any item set forth in the Dispute Notice as of the Post-Closing Date, then the Parties shall submit to a nationally-recognized independent accounting firm mutually agreed upon by the Parties (the "Accounting Expert") a written notice of such dispute along with reasonable supporting detail for the position of Buyer and Seller, respectively, and the Accounting Expert shall finally determine such disputed item in accordance with the terms of this Agreement. If, within five (5) Business Days after delivery of a Dispute Notice, the Parties cannot mutually agree on an Accounting Expert, then the Parties shall utilize the same method to choose a nationally-recognized independent accounting firm to act as an accounting expert as set forth in Section 11.15(b), with appropriate modifications to such provisions to reflect the selection of an accounting expert instead of an Expert. The Accounting Expert shall act as an expert and not an arbitrator. In determining the proper amount of any adjustment to the Purchase Price related to the disputed item, the Accounting Expert shall not increase the Purchase Price more than the increase proposed by Seller nor decrease the Purchase Price more than the decrease proposed by Buyer, as applicable. The decision of the Accounting Expert shall, without limiting Section 12.02(c)(iii) or Buyer's right to indemnity under Section 10.02(c) for Seller Taxes, be binding on the Parties, and the fees and expenses of the Accounting Expert shall be borne one-half (1/2) by Seller and one-half (1/2) by Buyer. The date upon which all adjustments and amounts in the Final Settlement Statement are agreed to (or deemed agreed to) or fully and finally determined by the Accounting Expert as set forth in this Section 2.05(d) shall be called the "Final Settlement Date," and the final adjusted Purchase Price shall be called the "Final Amount." If (a) the Final Amount is more than the Preliminary Amount, Buyer shall pay to Seller an amount equal to the Final Amount, *minus* the Preliminary Amount; or (b) the Final Amount is less than the Preliminary Amount, Seller shall pay to Buyer an amount equal to the Preliminary Amount, *minus* the Final Amount. Such payment shall be made within five (5) Business Days after the Final Settlement Date by wire transfer of immediately available funds to the accounts specified pursuant to wire instructions delivered in advance by Seller or Buyer, as applicable.

2.06 Assumption. If the Closing occurs, from and after the Closing Date, Buyer shall assume, fulfill, perform, pay, and discharge the following liabilities (except to the extent any such liabilities were Potential Discharged Claims) arising from, based upon, related to, or associated with the Assets and only to the extent not constituting Retained Liabilities (collectively, the "Assumed Liabilities") subject to Seller's indemnity obligations under Section 10.02 (further subject to the limitations and restrictions in Article 10): any and all Damages and obligations, known or unknown, allocable to the Assets prior to, at, or after the Effective Time, including any and all Damages and obligations: (a) attributable to or resulting from the use, maintenance or ownership of the Assets, regardless whether arising before, at or after the Effective Time, except for Property Costs which shall have been accounted for as provided under Section 2.05; (b) imposed by any Legal Requirement or Governmental Body relating to the Assets, (c) for plugging, abandonment, decommissioning, and surface restoration of the Assets, including oil, gas, injection, water, or other wells and all surface facilities; (d) subject to Buyer's rights and remedies set forth in Article 11 and the special warranty of Defensible Title set forth in the Instruments of Conveyance, attributable to or resulting from lack of Defensible Title to the Assets; (e) attributable to the surface manifestation of underground emissions directly from the Assets; (f) attributable to the Imbalances; (g) subject to Buyer's rights and remedies set forth in Article 11 and attributable to or resulting from all Environmental Liabilities relating to the Assets; (h) related to the conveyance of the Assets to Buyer at Closing (including, subject to Section 11.02 and Section 11.03, arising from the conveyance thereof without consent or in violation of a preferential purchase right or any maintenance of uniform interest provisions); (i) attributable to or resulting from Transfer Taxes; (j) attributable to or resulting from Asset Taxes to the extent attributable to periods (or portions thereof) from and after the Effective Time, pursuant to Section 12.02(c) (taking into account, and without duplication of, such Asset Taxes effectively borne by Buyer as a result of (i) the adjustments to the Purchase Price made pursuant to Section 2.03, Section 2.05(c) or Section 2.05(d), as applicable, and (ii) any payments made from one Party to the other in respect of Asset Taxes pursuant to Section 12.02(c)(iii)); and (k) attributable to the Leases and the Applicable Contracts. Buyer acknowledges that: (i) the Assets have been used in connection with the exploration for, and the development, production, treatment, and transportation of, Hydrocarbons; (ii) spills of wastes, Hydrocarbons, produced water, Hazardous Materials, and other materials and substances may have occurred in the past or in connection with the Assets; (iii) there is a possibility that there are currently unknown, abandoned wells, plugged wells, pipelines, and other equipment on or underneath the property underlying the Assets; (iv) it is the intent of the Parties that, subject to the terms and conditions of this Agreement, all liability associated with the matters described in clauses (i) through (iii) above as well as any responsibility and liability to decommission, plug, or replug such wells (including the Wells) in accordance with all Legal Requirements and requirements of Governmental Bodies be passed to Buyer effective as of the Effective Time and that Buyer shall assume all responsibility and liability for such matters and all claims and demands related thereto; (v) the Assets may contain asbestos, Hazardous Materials, or NORM; (vi) NORM may affix or attach itself to the inside of wells, materials, and equipment as scale or in other forms; (vii) wells, materials, and equipment located on the Assets may contain NORM; and (viii) special procedures may be required for remediating, removing, transporting, and disposing of asbestos, NORM, Hazardous Materials, and other materials from the Assets. From and after the Closing, but effective as of the Effective Time, subject to Seller's indemnity obligations under Section 10.02 (subject to the limitations and restrictions in Article 10), Buyer shall assume, with respect to the Assets, all responsibility and liability for any assessment, remediation, removal, transportation, and disposal of these materials and associated activities in accordance with all Legal Requirements and requirements of Governmental Bodies.

2.07 Allocation of Purchase Price.

(a) *Preliminary Allocation*. The Purchase Price shall be allocated as set forth in Schedule 2.07(a) hereto (the "Preliminary Allocation"). Seller and Buyer agree to be bound by the values assigned among the Assets as set forth on the Preliminary Allocation for purposes of Article 11 hereof.

(b) Within ninety (90) days following the Closing Date, Buyer shall deliver to the Seller a schedule allocating the Purchase Price (and all other amounts treated as consideration for federal income tax purposes), among the Assets (the "Tax Allocation"). The Tax Allocation shall be reasonable and prepared in accordance with Section 1060 of the Code and in a manner consistent with the Preliminary Allocation to the extent permitted by applicable Legal Requirements. The Tax Allocation shall be deemed final, and shall be conclusive and binding on all Parties, unless the Seller delivers to Buyer a written notice identifying each item reflected in the Tax Allocation to which the Seller takes exception within thirty (30) days after delivery of the Tax Allocation to the Seller (such items "Allocation Objections") (it being understood that any amounts not disputed by the Seller shall be final and binding). Upon delivery of the Allocation Objections, if any, the Seller and Buyer shall negotiate in good faith to resolve such dispute; *provided*, *however*, that if the Seller and Buyer are unable to resolve any dispute with respect to the Tax Allocation within thirty (30) days after the delivery of any Allocation Objections, then the Seller and Buyer shall each be entitled to adopt their own positions regarding the allocation of the Purchase Price among the Assets for applicable Tax purposes. If the Parties agree on the Tax Allocation (or such schedule is deemed accepted), the Seller and Buyer agree to file their respective IRS Forms 8594 and all federal, state and local Tax Returns in accordance with the Tax Allocation, and shall file any additional information returns required to be filed to reflect any subsequent mutually agreed upon adjustments to the Tax Allocation; *provided*, *however*, that neither Party shall be unreasonably impeded in its ability and discretion to negotiate, compromise and/or settle any Tax audit, claim or similar proceedings in connection with such allocation.

2.08 Withholding. Buyer, the Escrow Agent and each of their respective Affiliates shall be entitled to deduct or withhold from the amounts payable under this Agreement such amounts as may be required to be deducted and withheld under the Code and any other applicable Tax laws. Any such amount withheld and paid over to the appropriate Tax authority shall be treated as though it had been paid to the Person in respect of which such withholding was required.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLER

Each Seller Party represents and warrants to Buyer as of the Execution Date and the Closing Date, the following:

3.01 Organization and Good Standing. Such Seller Party is a Delaware limited liability company, and is duly organized, validly existing, and in good standing under the laws of the State of Delaware and, where required, is duly qualified to do business and is in good standing in each jurisdiction in which the Assets are located, with full limited liability company power and authority to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use. Such Seller Party is not a "foreign person" for purposes of Section 1445 of the Code.

3.02 Authority; No Conflict.

(a) The execution, delivery, and performance of this Agreement and the Contemplated Transactions have been duly and validly authorized by all necessary limited liability company action on the part of such Seller Party. This Agreement has been duly executed and delivered by such Seller Party and at the Closing, all instruments executed and delivered by such Seller Party at or in connection with the Closing shall have been duly executed and delivered by such Seller Party. This Agreement constitutes the legal, valid, and binding obligation of such Seller Party, enforceable against such Seller Party in accordance with its terms, except as such enforceability may be limited by a bankruptcy proceeding commenced after the date hereof or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law). Upon execution and delivery by such Seller Party of the Instruments of Conveyance at the Closing, such Instruments of Conveyance shall constitute legal, valid and binding transfers and conveyances of the Assets. Upon the execution and delivery by such Seller Party of any other documents at the Closing (collectively with the Instruments of Conveyance, such Seller Party's "Seller Closing Documents"), such Seller Closing Documents shall constitute the legal, valid, and binding obligations of such Seller Party, enforceable against such Seller Party in accordance with their terms, except as such enforceability may be limited by a bankruptcy proceeding commenced after the Closing or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law).

(b) Except as set forth in Schedule 3.02(b), and assuming the receipt of all Consents and the waiver of all Preferential Purchase Rights (in each case) applicable to the Contemplated Transactions, and assuming compliance with the HSR Act, neither the execution and delivery of this Agreement by such Seller Party nor the consummation or performance of any of the Contemplated Transactions by such Seller Party shall, directly or indirectly (with or without notice or lapse of time):

(i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of such Seller Party, or (B) any resolution adopted by the board of directors, managers or officers of such Seller Party;

(ii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any Contract or agreement or any Legal Requirement or Order to which such Seller Party, or any of the Assets, may be subject;

(iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that relates to the Assets; or

(iv) (A) result in a default, in any material respect, or the imposition, creation or continuance of any Encumbrance upon or with respect to any of the Assets or (B) give rise to any right of termination, cancellation or acceleration under, or require any consent under, any note, bond, mortgage or indenture to which such Seller Party is a party or by which the Assets are bound, in each case except for Permitted Encumbrances.

3.03 Bankruptcy. Except for claims or matters related to the Bankruptcy Cases commenced on May 11, 2016 where the Plan of Reorganization concluded on February 28, 2017, for which the United States Bankruptcy Court for the Southern District of Texas retains limited jurisdiction, there are no bankruptcy, reorganization, receivership, or arrangement proceedings pending or being contemplated by such Seller Party or, to such Seller Party's Knowledge, Threatened, against such Seller Party.

3.04 Taxes. All material Tax Returns required to be filed by such Seller Party with respect to Asset Taxes have been timely filed and all such Tax Returns are correct and complete in all material respects. All material Asset Taxes that are or have become due have been timely paid in full, and such Seller Party is not delinquent in the payment of any such Asset Taxes. There is not currently in effect any extension or waiver of any statute of limitations of any jurisdiction regarding the assessment or collection of any Asset Taxes. There are no Encumbrances on any of the Assets attributable to Taxes other than Permitted Encumbrances. There are no administrative or judicial proceedings by any taxing authority pending against Seller relating to or in connection with any material Asset Taxes. All Tax withholding and deposit requirements imposed by applicable Legal Requirements with respect to any of the Assets have been satisfied in all material respects. Except as disclosed on Schedule 3.04, no Asset is subject to any tax partnership agreement or is otherwise treated, or required to be treated, as held in an arrangement requiring a partnership income tax return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code or any similar state statute. Such Seller Party paid Wyoming sales and use tax on the original purchase of the Assets to the extent required under applicable Legal Requirements.

3.05 Legal Proceedings. Such Seller Party has not been served with any Proceeding, and there is no pending or, to such Seller Party's Knowledge, Threatened, Proceeding against such Seller Party or any of its Affiliates, in each case, that (a) relates to such Seller Party's ownership of any of the Assets, or (b) challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To such Seller Party's Knowledge, there are no pending or Threatened Proceedings relating to the ownership or operation of the Assets to which neither such Seller Party nor any of its Affiliates is party.

3.06 Brokers. Neither such Seller Party nor its Affiliates have incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the Contemplated Transactions other than obligations that are and will remain the sole responsibility of such Seller Party and its Affiliates.

3.07 Compliance with Legal Requirements. Except as set forth in Schedule 3.07, there is no uncured material violation by such Seller Party of any Legal Requirements (other than Environmental Laws) with respect to such Seller Party's ownership or operation of the Assets. To such Seller Party's Knowledge, all Assets operated by Third Parties have been operated in all material respects in compliance with all applicable Legal Requirements (other than Environmental Laws). Neither such Seller Party nor any of its Affiliates have received any written notice from any Governmental Body or Third Party of any material violation of or material default by such Seller Party with respect to any Legal Requirement that remains unresolved.

3.08 Prepayments. Except for any Imbalances or as otherwise set forth on Schedule 3.08, such Seller Party has not received payment under any Contract for the sale of Hydrocarbons produced from the Assets which requires delivery in the future to any party of Hydrocarbons previously paid for and not yet delivered.

3.09 Imbalances. Except as set forth in Schedule 3.09, there are no Imbalances with respect to such Seller Party's obligations relating to the Wells as of the Effective Time.

3.10 Material Contracts. Schedule 3.10 sets forth all Applicable Contracts of the type described below as of the Execution Date (collectively, the "Material Contracts"):

(a) any Applicable Contract that is a Hydrocarbon purchase and sale, transportation, gathering, treating, processing, compression, marketing or similar Applicable Contract that is not terminable by such Seller Party without penalty on sixty (60) days' or less notice, including any Contract that includes an acreage dedication or minimum volume commitment;

(b) any Applicable Contract that can reasonably be expected to result in aggregate payments or receipts of revenue by Seller of more than One Hundred Thousand Dollars ($100,000) net to Seller's interest during the current or any subsequent fiscal year or more than One Million Dollars ($1,000,000) in the aggregate net to Seller's interest over the term of such Applicable Contract (based on the terms thereof and contracted (or if none, current) quantities where applicable);

(c) any Applicable Contract that is an indenture, mortgage, deed of trust, loan, credit agreement, sale-leaseback, guaranty of any obligation, bond, letter of credit, security interest, hedging or similar financial Contract;

(d) any Applicable Contract that constitutes a partnership agreement, joint venture agreement, area of mutual interest agreement, non-compete agreement, joint exploration agreement, joint development agreement, joint operating agreement, drilling contract, farmin or farmout agreement, carry agreement, net profits interest agreement, participation agreement, production sharing agreement, unit agreement, purchase and sale agreement, exchange agreement or similar Contract where any material obligation has not been completed prior to the Effective Time (in each case, excluding any tax partnership);

(e) any Applicable Contract that provides for a call upon, option to purchase or similar right under any agreements with respect to the Hydrocarbons from the Assets;

(f) any Applicable Contract that provides for an irrevocable power of attorney that will be in effect after the Closing Date;

(g) any Applicable Contract that provides for, as its primary purpose, an indemnity; and

(h) any Applicable Contract for the sale, lease or farmout, or exchange of such Seller Party's interest in the Assets.

Except as set forth in Schedule 3.10, each Material Contract set forth (or required to be set forth) in Schedule 3.10 is a legal, valid and binding obligation against such Seller Party and, to the Knowledge of such Seller Party, each other party thereto, is enforceable in accordance with its terms against such Seller Party and, to the Knowledge of such Seller Party, each other party thereto, and is in full force and effect, subject to any bankruptcy proceeding commenced after the date hereof or other Legal Requirements now or hereafter in effect. Neither such Seller Party, nor to the Knowledge of such Seller Party, any other party is in material breach of or in default under any Material Contract, and no event, occurrence, condition or act has occurred that, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a material breach, default or event of default by such Seller Party or, to the Knowledge of such Seller Party, any other party thereto, in each case except as set forth in Schedule 3.10. Except as set forth in Schedule 3.10, such Seller Party has not received any notice from a Third Party alleging a violation or breach of any Material Contract by such Seller Party or any its Affiliates. Except as set forth in Schedule 3.10, there are no Contracts with Affiliates of such Seller Party, Hedge Contracts or Debt Contracts that will be binding on the Assets after Closing. Prior to the Execution Date, such Seller Party has delivered to Buyer true and complete copies of each Material Contract and any and all amendments thereto.

3.11 Consents and Preferential Purchase Rights. Except as set forth in Schedule 3.11, none of the Assets (and no portion of the Assets) is subject to any Preferential Purchase Rights or Consents required to be obtained by such Seller Party which may be applicable to the Contemplated Transactions, except for (a) Consents and approvals of Governmental Bodies that are customarily obtained after Closing and (b) Contracts that are terminable by the counterparty upon not greater than thirty (30) days' notice, and (c) compliance with the HSR Act.

3.12 Current Commitments. Schedule 3.12 sets forth, as of the Execution Date, all approved authorizations for expenditures and other approved capital commitments, individually equal to or greater than One Hundred Thousand Dollars ($100,000) (net to Seller's interest) (the "AFEs") relating to the Assets and which are binding on the owner of the Assets following the Effective Time to drill or rework any Wells or for other capital expenditures for which all of the activities anticipated in such AFEs have not been completed by the Effective Time.

3.13 Environmental Laws. Except as disclosed on Schedule 3.13, (a) there are no actions, suits or proceedings pending, or to such Seller Party's Knowledge, threatened in writing, before any Governmental Body with respect to the Assets alleging material violations of, or material liabilities under, Environmental Laws, or claiming remediation obligations, and (b) such Seller Party has received no notice from any Governmental Body or other Person of any alleged or actual material violation or non-compliance with, or material liability under, any Environmental Law or of material non-compliance with the terms or conditions of any environmental permits, arising from, based upon, associated with or related to the Assets or the ownership or operation of any thereof and (c) to such Seller Party's Knowledge, there is no uncured material violation (i) by such Seller Party of any Environmental Laws with respect to such Seller Party's ownership of the Assets, or (ii) of any Environmental Laws with regard to operation of the Assets by Third Parties.

3.14 Necessary Surface Rights. The Properties include all of the material easements and other surface rights reasonably necessary to maintain normal operations in accordance with past practices.

3.15 Royalties. Except as set forth in Schedule 3.15, such Seller Party has duly and properly paid, or caused to be duly and properly paid in all material respects, all Royalties due by such Seller Party during the period of such Seller Party's ownership of the Assets; *provided*, however that no failure to comply with the foregoing that does not result in the termination of a Lease shall be considered a breach of this Section 3.15.

3.16 Letters of Credit. Schedule 3.16 lists all material letters of credit held by such Seller Party or any its Affiliates (as applicable) that are required by applicable third Persons in order for such Seller Party to own the Properties.

3.17 Disclosures with Multiple Applicability; Materiality. If any fact, condition, or matter disclosed in Seller's disclosure Schedules applies to more than one Section of this Article 3, a single disclosure of such fact, condition, or matter on Seller's disclosure Schedules shall constitute disclosure with respect to all sections of this Article 3 to which such fact, condition, or other matter applies to the extent reasonably apparent on the face of Seller's disclosure Schedules, regardless of the section of Seller's disclosure Schedules in which such fact, condition, or other matter is described. Inclusion of a matter on Seller's disclosure Schedules with respect to a representation or warranty that is qualified by "material" or any variant thereof shall not necessarily be deemed an indication that such matter does, or may, be material. Matters may be disclosed on a Schedule to this Agreement for purposes of information only.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, as of the Execution Date and the Closing Date, the following:

4.01 Organization and Good Standing. Buyer is a limited liability company and duly organized, validly existing, and in good standing under the laws of Delaware and is duly qualified to do business and is in good standing in each jurisdiction in which the Assets are located.

4.02 Authority; No Conflict.

(a) This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Upon the execution and delivery by Buyer of the Instruments of Conveyance and any other documents executed and delivered by Buyer at the Closing (collectively, "Buyer's Closing Documents"), Buyer's Closing Documents shall constitute the legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Buyer has the requisite right, power, authority, and capacity to execute and deliver this Agreement and Buyer's Closing Documents, and to perform its obligations under this Agreement and Buyer's Closing Documents.

(b) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer shall give any Person the right to prevent, delay, or otherwise interfere with any of the Contemplated Transactions.

(c) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer shall (i) contravene, conflict with, or result in a violation of any provision of the Organizational Documents of Buyer, (ii) contravene, conflict with, or result in a violation of any resolution adopted by the board of managers, or members of Buyer, or (iii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any agreement or any Legal Requirement or Order to which Buyer may be subject.

(d) Buyer is not and shall not be required to give any notice to or obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

4.03 Certain Proceedings. There is no Proceeding pending against Buyer that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To Buyer's Knowledge, no such Proceeding has been Threatened.

4.04 Knowledgeable Investor. Buyer is an experienced and knowledgeable investor in the oil and gas business. Prior to entering into this Agreement, Buyer was advised by its own legal, tax, and other professional counsel concerning this Agreement, the Contemplated Transactions, the Assets, and their value, and it has relied solely thereon and on the representations and obligations of Seller in this Agreement and the documents to be executed by Seller in connection with this Agreement at the Closing. Buyer is acquiring the Assets for its own account and not for sale or distribution in violation of the Securities Act of 1933, as amended, the rules and regulations thereunder, any applicable state blue sky laws, or any other applicable Legal Requirements.

4.05 Qualification. Buyer is an "accredited investor," as such term is defined in Regulation D of the Securities Act of 1933, as amended. Buyer is not acquiring the Assets in connection with a distribution or resale thereof in violation of federal or state securities laws and the rules and regulations thereunder. Without limiting Section 6.02, Buyer is, or as of the Closing will be, qualified under applicable Legal Requirements to hold leases, rights-of-way, and other rights issued or controlled by (or on behalf of) any applicable Governmental Body and will be qualified under applicable Legal Requirements to own the Assets. Buyer has, or as of the Closing will have, posted such bonds as may be required for the ownership or, where applicable, operatorship by Buyer of the Assets. To Buyer's Knowledge, no fact or condition exists with respect to Buyer or the Assets which may cause any Governmental Body to withhold its approval of the Contemplated Transactions.

4.06 Brokers. Neither Buyer nor its Affiliates have incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the Contemplated Transactions other than obligations that are or will remain the sole responsibility of Buyer and its Affiliates.

4.07 Financial Ability. Buyer has sufficient cash, available lines of credit, or other sources of immediately available funds to enable it to (a) deliver the amounts due at the Closing, (b) take such actions as may be required to consummate the Contemplated Transactions, and (c) timely pay and perform Buyer's obligations under this Agreement and Buyer's Closing Documents. Buyer expressly acknowledges that the failure to have sufficient funds shall in no event be a condition to the performance of its obligations hereunder, and in no event shall the Buyer's failure to perform its obligations hereunder be excused by failure to receive funds from any source.

4.08 Securities Laws. The solicitation of offers and the sale of the Assets by Seller have not been registered under any securities laws. At no time has Buyer been presented with or solicited by or through any public promotion or any form of advertising in connection with the Contemplated Transactions. Buyer is not acquiring the Assets with the intent of distributing fractional, undivided interests that would be subject to regulation by federal or state securities laws, and that if it sells, transfers, or otherwise disposes of the Assets or fractional undivided interests therein, it shall do so in compliance with applicable federal and state securities laws.

4.09 Due Diligence. Without limiting or impairing any representation, warranty, covenant or agreement of Seller contained in this Agreement and the Seller Closing Documents, or Buyer's right to rely thereon, subject to Buyer's right to access the Assets to conduct a due diligence review in accordance with this Agreement, at Closing Buyer and its Representatives have (a) been permitted access to materials relating to the Assets, (b) been afforded the opportunity to ask all questions of Seller (or Seller's Representatives) concerning the Assets, (c) been afforded the opportunity to investigate the condition of the Assets, and (d) had the opportunity to take such other actions and make such other independent investigations as Buyer deems necessary to evaluate the Assets and understand the merits and risks of an investment therein and to verify the truth, accuracy, and completeness of the materials, documents, and other information provided or made available to Buyer (whether by Seller or otherwise). **WITHOUT LIMITING OR IMPAIRING ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT OF THE SELLER PARTIES CONTAINED IN THIS AGREEMENT AND THE SELLER'S CLOSING DOCUMENTS (INCLUDING THE SPECIAL WARRANTY OF DEFENSIBLE TITLE SET FORTH IN THE INSTRUMENTS OF CONVEYANCE), OR BUYER'S RIGHT TO RELY UPON EACH OF THE FOREGOING OR BUYER'S RIGHTS UNDER ARTICLE 11, BUYER HEREBY WAIVES ANY CLAIMS ARISING OUT OF ANY MATERIALS, DOCUMENTS, OR OTHER INFORMATION PROVIDED OR MADE AVAILABLE TO BUYER (WHETHER BY SELLER OR OTHERWISE), WHETHER UNDER THIS AGREEMENT, AT COMMON LAW, BY STATUTE, OR OTHERWISE.**

4.10 Basis of Buyer's Decision. By reason of Buyer's knowledge and experience in the evaluation, acquisition, and operation of oil and gas properties, Buyer has evaluated the merits and the risks of purchasing the Assets from Seller and has formed an opinion based solely on Buyer's knowledge and experience, Buyer's due diligence, and Seller's representations, warranties, covenants, and agreements contained in this Agreement and the Seller Closing Documents, and not on any other representations or warranties by Seller. Buyer has not relied and shall not rely on any statements by Seller or its Representatives (other than those representations, warranties, covenants, and agreements of Seller contained in this Agreement and the Seller Closing Documents) in making its decision to enter into this Agreement or to close the Contemplated Transactions. **BUYER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER GOVERNMENTAL BODY HAS PASSED UPON THE ASSETS OR MADE ANY FINDING OR DETERMINATION AS TO THE FAIRNESS OF AN INVESTMENT IN THE ASSETS OR THE ACCURACY OR ADEQUACY OF THE DISCLOSURES MADE TO BUYER, AND, EXCEPT AS SET FORTH IN Article 9, BUYER IS NOT ENTITLED TO CANCEL, TERMINATE, OR REVOKE THIS AGREEMENT, WHETHER DUE TO THE INABILITY OF BUYER TO OBTAIN FINANCING OR PAY THE PURCHASE PRICE, OR OTHERWISE.**

4.11 Business Use, Bargaining Position. Buyer is purchasing the Assets for commercial or business use. Buyer has sufficient knowledge and experience in financial and business matters that enables it to evaluate the merits and the risks of transactions such as the Contemplated Transactions, and Buyer is not in a significantly disparate bargaining position with Seller. Buyer expressly acknowledges and recognizes that the price for which Seller has agreed to sell the Assets and perform its obligations under the terms of this Agreement has been predicated upon the inapplicability of the Texas Deceptive Trade Practices—Consumer

Protection Act, V.C.T.A. BUS & COMM ANN. § 17.41 et seq., to the extent applicable, or any similar Legal Requirement. **BUYER FURTHER RECOGNIZES THAT SELLER, IN DETERMINING TO PROCEED WITH ENTERING INTO THIS AGREEMENT, HAS EXPRESSLY RELIED ON THE PROVISIONS OF THIS ARTICLE 4.**

4.12 Bankruptcy. There are no bankruptcy, reorganization, receivership, or arrangement proceedings pending or being contemplated by Buyer or, to Buyer's Knowledge, Threatened against Buyer. Buyer is, and will be immediately after giving effect to the Contemplated Transactions, solvent.

ARTICLE 5
COVENANTS OF SELLER

5.01 Access and Investigation.

(a) Between the Execution Date and the Closing Date, to the extent doing so would not violate applicable Legal Requirements, Seller's obligations to any Third Party or other restrictions on Seller, Seller shall (a) afford Buyer and its Representatives access, at such times as Buyer may reasonably request during Seller's regular hours of business, to reasonably appropriate Seller's personnel, any contracts, books and Records, and other documents and data related to the Assets, except any such contracts, books and records, or other documents and data to the extent they are Excluded Assets, and (b) promptly furnish Buyer and its Representatives, at Buyer's sole cost and expense, with electronic copies of all such Records, contracts, books and records, and other existing documents and data as Buyer and its Representatives may reasonably request, except for any such contracts, books and records, or other documents and data to the extent they are Excluded Assets (and upon Buyer's request, Seller shall use reasonable efforts to obtain the consent of Third Party operators to give Buyer and its Representatives reasonable access to similar information with respect to Assets not operated by Seller or its Affiliates; *provided* that Seller shall not be required to make payments or undertake obligations in favor any Third parties in order to obtain such consent); ***PROVIDED* THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER MAKES NO REPRESENTATION OR WARRANTY, AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE DOCUMENTS, INFORMATION, BOOKS, RECORDS, FILES, AND OTHER DATA THAT IT MAY PROVIDE OR DISCLOSE TO BUYER**.

(b) Notwithstanding the provisions of Section 5.01(a), (i) Buyer's investigation shall be conducted in a manner that (to the extent practicable) minimizes interference with the field operations of the business of Seller and any applicable Third Parties, and (ii) subject to Section 11.09, Buyer's right of access shall not entitle Buyer to operate equipment or conduct subsurface or other invasive testing or sampling. Environmental review shall not exceed the review contemplated by a Phase I Environmental Site Assessment without Seller's prior written permission, which may be withheld in Seller's sole discretion.

(c) Buyer acknowledges that, pursuant to its right of access to the Records and the Assets, Buyer will become privy to confidential and other information of Seller and Seller's Affiliates and the Assets and that such confidential information shall be held confidential by Buyer and Buyer's Representatives in accordance with the terms of the Confidentiality Agreement. If the Closing should occur, the foregoing confidentiality restriction on Buyer, including the Confidentiality Agreement, shall terminate (except as to the Excluded Assets); *provided* that such termination of the Confidentiality Agreement shall not relieve any party thereto from any liability thereunder for the breach of such agreement prior to the Execution Date.

5.02 Ownership of the Assets. Except as set forth on Schedule 5.02, or as required by applicable Legal Requirements, between the Execution Date and the Closing, Seller shall operate its business (including the sale of Hydrocarbons) with respect to its ownership of the Assets in the ordinary course as a reasonably prudent operator, and, without limiting the generality of the preceding, shall:

(a) not transfer, sell, hypothecate, Encumber, or otherwise dispose of any of the Assets, except as required under any Leases or Contracts, and except for sales of Hydrocarbons, equipment and inventory in the ordinary course of business;

(b) subject to clause (i) below, not abandon any Asset (except the abandonment or expiration of Leases in accordance with their terms, including with respect to leases not capable of producing in paying quantities after the expiration of their primary terms or for failure to pay delay rentals or shut-in royalties or similar types of lease maintenance payments);

(c) not propose, or agree to participate in any single operation with respect to the Leases or Wells with an anticipated cost in excess of Fifty Thousand Dollars ($50,000) net to Seller's interest, except for any emergency operations otherwise conducted in compliance with this Agreement;

(d) not execute, terminate, cancel, extend, or materially amend or modify any Material Contract or Lease;

(e) not make any election (or fail to make an election, the result of which is) to go non-consent with respect to any of the Assets;

(f) unless Buyer fails to provide consent under clause (d), use commercially reasonable efforts to maintain in full force and effect each Lease, and timely and properly pay all Lease renewals and extensions that become due after the date of this Agreement but prior to Closing in accordance with the terms of the applicable Lease;

(g) not waive, release, assign, settle or compromise any proceeding, material right or claim relating to the Assets, other than the Retained Liabilities or waivers, releases, assignments, settlements or compromises that involve only the payment of monetary damages not in excess of Fifty Thousand Dollars ($50,000) individually (excluding amounts to be paid under insurance policies);

(h) not take, nor permit any of their Affiliates (or authorize any investment banker, financial advisor, attorney, accountant or other Person retained by, acting for or on behalf of Seller or any such Affiliate) to take, directly or indirectly, any action to solicit, or negotiate, any offer from any Person concerning the direct or indirect acquisition of the Assets by any Person other than Buyer or its Affiliates except for sales of Hydrocarbons, equipment and inventory in the ordinary course of business;

(i) pay (or cause to be paid) any and all Asset Taxes that could result in an Encumbrance with respect to the Assets that become due and payable on or prior to the Closing Date; and

(j) not enter into any agreement with respect to any of the foregoing.

Buyer acknowledges that Seller owns undivided interests in certain of the properties comprising the Assets, and Buyer agrees that the acts or omissions of the other working interest owners who are not Seller or an Affiliate of Seller shall not constitute a Breach of the provisions of this Section 5.02, nor shall any action required by a vote of working interest owners constitute such a Breach so long as Seller and any Affiliate of Seller owning an interest in the applicable Assets (or portion of the Assets) have voted its interest in a manner that complies with the provisions of this Section 5.02. Further, no action or inaction of any Third Party operator with respect to any Asset shall constitute a Breach of this Section 5.02 to the extent Seller uses commercially reasonable efforts to cause such Third Party operator to operate such applicable Asset in a manner consistent with this Section 5.02. Seller may seek Buyer's approval to perform any action that would otherwise be restricted by this Section 5.02, and Buyer's approval of any such action shall not be unreasonably withheld, conditioned, or delayed, and shall be considered granted ten (10) days after delivery of notice from Seller to Buyer requesting such consent unless Buyer notifies Seller to the contrary during such ten (10)-day period. Notwithstanding the foregoing provisions of this Section 5.02, in the event of an emergency involving imminent threat to property or life, Seller may take such action as reasonably necessary and shall notify Buyer of such action promptly thereafter. Any matter approved (or deemed approved) by Buyer pursuant to this Section 5.02 that would otherwise constitute a Breach of one of Seller's representations and warranties in Article 3 shall be deemed to be an exclusion from all representations and warranties for which it is relevant.

5.03 Insurance. Seller shall maintain in force during the period from the Execution Date until the Closing, insurance policies (including qualified self-insurance) pertaining to the Assets with the minimum coverages as set forth on Schedule 5.03.

5.04 Consent and Waivers. Seller shall use commercially reasonable efforts to obtain prior to the Closing written waivers of all Preferential Purchase Rights and all Consents necessary for the transfer of the Assets to Buyer; *provided* that in the event Seller is unable to obtain all such waivers of Preferential Purchase Rights and Consents after using such commercially reasonable efforts, such failure to satisfy shall not constitute a Breach of this Agreement. Seller shall not be required to make any payments to, or undertake any obligations for the benefit of, the holders of such rights in order to obtain the Required Consents. Buyer shall reasonably cooperate with Seller in seeking to obtain such Consents.

5.05 Amendment to Schedules. Until the fifth (5th) Business Day before Closing, Seller shall have the right (but not the obligation) to supplement the Schedules with respect to any matters that first occur following the Execution Date. Except to the extent such updates are a direct result of actions taken with Buyer's consent pursuant to Section 5.02, prior to Closing, any such supplement shall not be considered for purposes of determining if Buyer's Closing conditions have been met under Section 7.01 or for determining any remedies available under this Agreement.

5.06 Affiliate Contracts. Seller will terminate or cause its respective Affiliates to terminate, effective as of the Closing Date, any contracts or agreements between Seller and its Affiliates insofar and only insofar as such contracts or agreements relate to or bind the Assets.

ARTICLE 6
OTHER COVENANTS

6.01 Notification and Cure. Between the Execution Date and the Closing Date, Buyer shall promptly notify Seller in writing and Seller shall promptly notify Buyer in writing if Seller or Buyer, as applicable, obtain Knowledge following the Execution Date of any Breach in any material respect, of its or the other Party's representations and warranties or covenants, in any material respect; *provided* that failure to provide such notice shall not limit a Party's rights or remedies under this Agreement with respect to such Breach. If any of Buyer's or Seller's representations or warranties are untrue or shall become untrue in any material respect between the Execution Date and the Closing Date, or if any of Buyer's or Seller's covenants or agreements to be performed or observed prior to or on the Closing Date shall not have been so performed or observed in any material respect, and such Breach of representation, warranty, covenant or agreement shall (if curable) be cured by the Closing (or, if the Closing does not occur, prior to the termination of this Agreement in accordance with Section 9.01), then such Breach shall be considered not to have occurred for all purposes of this Agreement.

6.02 Satisfaction of Conditions. Between the Execution Date and the Closing Date (a) Seller shall use commercially reasonable efforts to cause the conditions in Article 7 to be satisfied, and (b) Buyer shall use commercially reasonable efforts to cause the conditions in Article 8 to be satisfied.

6.03 Replacement of Insurance, Bonds, Letters of Credit, and Guaranties.

(a) The Parties understand that none of the insurance currently maintained by Seller or Seller's Affiliates covering the Assets, nor any of the bonds, letters of credit, or guaranties, if any, posted by Seller or Seller's Affiliates with Governmental Bodies or co-owners and relating to the Assets will be transferred to Buyer. On or before the Closing Date, Buyer shall use commercially reasonable efforts to obtain, and deliver to Seller evidence of, all replacement bonds, letters of credit, and guaranties, and evidence of such other authorizations, qualifications, and approvals, in each case, as set forth on Schedule 6.03(a) and necessary for Buyer to own the Assets.

(b) Promptly (but in no event later than thirty (30) days) after Closing, Buyer shall, at its sole cost and expense, make all filings with Governmental Bodies necessary to assign and transfer the Assets and title thereto and to comply with applicable Legal Requirements, and Seller shall reasonably assist Buyer with such filings.

6.04 Governmental Reviews. Except for the HSR Act, Seller and Buyer shall (and shall cause their respective Affiliates to), in a timely manner, make all other required filings (if any) with, prepare applications to, and conduct negotiations with Governmental Bodies as required to consummate the Contemplated Transactions. Each Party shall, to the extent permitted pursuant to applicable Legal Requirements, cooperate with and use all reasonable efforts to assist the other with respect to such filings, applications and negotiations. Buyer shall bear the cost of all filing or application fees payable to any Governmental Body with respect to the Contemplated Transactions, regardless of whether Buyer, Seller, or any Affiliate of any of them is required to make the payment.

6.05 HSR Act. If applicable, within ten (10) Business Days following the execution by Buyer and Seller of this Agreement, Buyer and Seller will each prepare and simultaneously file with the DOJ and the FTC the notification and report form required for the transactions contemplated by this Agreement by the HSR Act and request early termination of the waiting period thereunder. Buyer and Seller agree to respond promptly to any inquiries or requests for information or documentary material from the DOJ or the FTC concerning such filings and to comply in all material respects with the filing requirements of the HSR Act. Buyer and Seller shall cooperate with each other and, subject to the terms of the Confidentiality Agreement, shall promptly furnish all information to the other Party that is necessary in connection with Buyer's and Seller's compliance with the HSR Act. Buyer and Seller shall keep each other fully advised with respect to any requests from or communications with the DOJ or FTC concerning such filings and shall consult with each other with respect to all responses thereto. Each of Seller and Buyer shall use its commercially reasonable efforts to take all actions reasonably necessary and appropriate in connection with any HSR Act filing to satisfy the conditions to the Closing and consummate Contemplated Transactions as promptly as practicable and in any event not later than the Outside Date, *provided*, *however*, nothing in this Agreement shall require Buyer or Seller to propose, negotiate, effect or agree to, the sale, divestiture, license or other disposition of any assets or businesses of Buyer or Seller (including the Assets) or otherwise take any action that limits the freedom of action with respect to, or its ability to retain or operate any of the businesses of the Buyer or Seller or the Assets. The filing fees associated with any such HSR Act filing shall be borne by Buyer. Notwithstanding any provision of this Section 6.05, no Party shall be required to provide the other Party with information regarding the value of the transaction or subject to the attorney client privilege, work product doctrine or other similar privilege absent entering into a mutually acceptable joint defense agreement.

ARTICLE 7
CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived in writing by Buyer, in whole or in part):

7.01 Accuracy of Representations. All of Seller's representations and warranties in this Agreement must have been true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Execution Date, and must be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Closing Date as if made on the Closing Date, other than any such representation and warranty that refers to a specified date, which need only be true and correct in all material respects (or, if qualified by materiality, true and correct in all respects) on and as of such specified date.

7.02 Seller's Performance. All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

7.03 No Proceedings. Since the Execution Date, there must not have been commenced or Threatened against Seller, or against any of Seller's Affiliates, any Proceeding (other than any matter initiated by Buyer or an Affiliate of Buyer) seeking to restrain, enjoin, or otherwise prohibit or make illegal, or seeking to recover material damages on account of, any of the Contemplated Transactions.

7.04 No Orders. On the Closing Date, there shall be no Order pending or remaining in force of any Governmental Body having appropriate jurisdiction that attempts to restrain, enjoin, or otherwise prohibit the consummation of the Contemplated Transactions, or that grants material damages in connection therewith.

7.05 Necessary Consents and Approvals. All Consents from Governmental Bodies and all approvals from Governmental Bodies required for the Contemplated Transactions, except Consents and approvals of assignments by Governmental Bodies that are customarily obtained after closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

7.06 HSR Act. Any waiting period applicable to the consummation of the Contemplated Transactions under the terms of this Agreement under the HSR Act shall have expired or been terminated.

7.07 Closing Deliverables. Seller shall have delivered (or be ready, willing and able to deliver at the Closing) to Buyer the documents and other items required to be delivered by Seller under Section 2.04(a).

7.08 Title Defect Values, Environmental Defect Values, etc. The sum of (i) all Title Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible (less the sum of all Title Benefit Values asserted by Seller in good faith), plus (ii) the Aggregate Environmental Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible, plus (iii) the aggregate downward Purchase Price adjustments under Section 11.02, plus (iv) the aggregate downward Purchase Price adjustments under Section 11.03, plus (v) the aggregate downward Purchase Price adjustments under Section 11.11, plus (vi) the aggregate amount of all Casualty Losses (as determined by Buyer acting in good faith) shall be less than or equal to twenty percent (20%) of the unadjusted Purchase Price.

ARTICLE 8
CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

Seller's obligation to sell the Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived in writing by Seller, in whole or in part):

8.01 Accuracy of Representations. All of Buyer's representations and warranties in this Agreement must have been true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Execution Date, and must be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Closing Date as if made on the Closing Date, other than any such representation and warranty that refers to a specified date, which need only be true and correct in all material respects (or, if qualified by materiality, true and correct in all respects) on and as of such specified date.

8.02 Buyer's Performance. All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

8.03 No Proceedings. Since the Execution Date, there must not have been commenced or Threatened against Buyer or against any of its Affiliates, any Proceeding (other than any matter initiated by Seller or an Affiliate of Seller) seeking to restrain, enjoin, or otherwise prohibit or make illegal, or seeking to recover material damages on account of, any of the Contemplated Transaction.No Orders. On the Closing Date, there shall be no Order pending or remaining in force of any Governmental Body having appropriate jurisdiction that attempts to restrain, enjoin, or otherwise prohibit the consummation of the Contemplated Transactions, or that grants material damages in connection therewith.Necessary Consents and Approvals. All Consents from Governmental Bodies and all approvals from Governmental Bodies required for the Contemplated Transactions, except Consents and approvals of assignments by Governmental Bodies that are customarily obtained after closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

8.06 HSR Act. Any waiting period applicable to the consummation of the Contemplated Transactions under the HSR Act shall have expired or been terminated.

8.07 Closing Deliverables. Buyer shall have delivered (or be ready, willing and able to deliver at the Closing) to Seller the documents and other items required to be delivered by Buyer under Section 2.04(b).

8.08 Title Defect Values, Environmental Defect Values, etc. The sum of (i) all Title Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible (less the sum of all Title Benefit Values asserted by Seller in good faith), plus (ii) the Aggregate Environmental Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible, plus (iii) the aggregate downward Purchase Price adjustments under Section 11.02, plus (iv) the aggregate downward Purchase Price adjustments under Section 11.03, plus (v) the aggregate downward Purchase Price adjustments under Section 11.11, plus (vi) the aggregate amount of all Casualty Losses (as determined by Buyer acting in good faith) shall be less than or equal to twenty percent (20%) of the unadjusted Purchase Price.

ARTICLE 9
TERMINATION

9.01 Termination Events. This Agreement may, by written notice given prior to or at the Closing, be terminated:

(a) by mutual written consent of Seller and Buyer;

(b) by Buyer, if Seller has committed a material Breach of this Agreement and such Breach causes any of the conditions to Closing set forth in Article 7 not to be satisfied (or, if prior to Closing, such Breach is of such a magnitude or effect that it will not be possible for such condition to be satisfied); *provided*, *however*, that in the case of a Breach that is capable of being cured, Seller shall have a period of ten (10) Business Days following receipt of such notice to attempt to cure the Breach and the termination under this Section 9.01(b) shall not become effective unless Seller fails to cure such Breach prior to the end of such ten (10) Business Day period; *provided*, *further*, if (i) Seller's conditions to Closing have been satisfied or waived (in writing) by Buyer in full on or after the Scheduled Closing Date, (ii) Buyer is not in material Breach of the terms of this Agreement and (iii) Seller refuses or willfully or negligently delays to timely close the Contemplated Transactions, then such refusal or delay shall constitute a material Breach of this Agreement;

(c) by Seller, if Buyer has committed a material Breach of this Agreement and such breach causes any of the conditions to Closing set forth in Article 8 not to be satisfied (or, if prior to Closing, such Breach is of such a magnitude or effect that it will not be possible for such condition to be satisfied); *provided*, *however*, that in the case of a Breach that is capable of being cured, Buyer shall have a period of ten (10) Business Days following receipt of such notice to attempt to cure the Breach and the termination under this Section 9.01(b) shall not become effective unless Buyer fails to cure such Breach prior to the end of such ten (10) Business Day period; *provided*, *further*, if (i) Buyer's conditions to Closing have been satisfied or waived (in writing) by Seller in full on or after the Scheduled Closing Date, (ii) Seller is not in material Breach of the terms of this Agreement and (iii) Buyer refuses or willfully or negligently delays to timely close the Contemplated Transactions, then such refusal or delay shall constitute a material Breach of this Agreement;

(d) by either Seller or Buyer if the Closing has not occurred on or before August 1, 2017 (the "Outside Date"), or such later date as the Parties may agree upon in writing; *provided* that such failure does not result primarily from the terminating Party's material Breach of this Agreement;

(e) by either Seller or Buyer if (i) any Legal Requirement has made the consummation of the Contemplated Transactions illegal or otherwise prohibited, or (ii) a Governmental Body has issued an Order, or taken any other action permanently restraining, enjoining, or otherwise prohibiting the consummation of the Contemplated Transactions, and such order, decree, ruling, or other action has become final and nonappealable; or

(f) by Seller if the Closing condition in Section 8.08 is not satisfied (or not possible of being satisfied at Closing);

(g) by Buyer if the Closing condition in Section 7.08 is not satisfied (or not possible of being satisfied at Closing); or

(h) by Seller if Buyer fails to deposit the Deposit Amount into the Escrow Account on or before 5:00 p.m. (Central Time) on the first (1st) Business Day after the Execution Date.

9.02 Effect of Termination; Distribution of the Deposit Amount.

(a) If this Agreement is terminated pursuant to Section 9.01, all further obligations of the Parties under this Agreement shall terminate; *provided* that (a) such termination shall not impair nor restrict the rights of either Party against the other under Section 9.02(a) or Section 9.02(c), and (b) the following provisions shall survive the termination: Article 1, Sections 9.02, 10.02(c), 10.03(c), 10.06, 10.07, 10.10, 10.11, 10.12, Article 12 (other than Section 12.01, Section 12.02(b) through (d), Section 12.14 and Section 12.17, which shall terminate) and any such terms as set forth in this Agreement that are necessary to give context to any of the foregoing surviving Sections.

(b) Notwithstanding anything to the contrary in Section 9.02(a):

(i) If (A) Seller has the right to terminate this Agreement pursuant to Section 9.01(c), (B) all of Buyer's Closing conditions contained in Article 7 shall have been satisfied or waived (in writing) by Buyer, and (C) Seller has performed or is ready, willing and able to perform all of its agreements and covenants contained in this Agreement which are to be performed or observed at or prior to Closing and has provided Buyer with written notice of same, then Seller shall, as its sole recourse in such scenario, terminate this Agreement and receive the Deposit Amount as liquidated damages (and not as a penalty. If Seller terminates this Agreement pursuant to this Section 9.02(b)(i) and receives the Deposit Amount as liquidated damages, (x) the Parties shall, within two (2) Business Days of Seller's election, execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Seller and (y) Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement. The Parties recognize that the actual damages to Seller in the scenario described above in this Section 9.02(b)(i) would be difficult or impossible to ascertain with reasonable certainty and agree that the Deposit Amount would be a reasonable liquidated damages amount for such material Breach.

(ii) If (A) Buyer has the right to terminate this Agreement pursuant to Section 9.01(b), (B) all of Seller's Closing conditions contained in Article 8 shall have been satisfied or waived (in writing) by Seller, and (C) Buyer has performed or is ready, willing and able to perform all of its agreements and covenants contained in this Agreement which are to be performed or observed at or prior to Closing and has provided Seller with written notice of same, then, in either case, Buyer shall have the right, at its sole discretion, to either (1) enforce specific performance by Seller of this Agreement, without posting any bond or the necessity of proving the inadequacy as a remedy of monetary damages, in which event the Deposit Amount will be applied as called for herein, or (2) if Buyer does not seek and successfully enforce specific performance, terminate this Agreement and (in addition to receiving a return of the Deposit Amount) seek to recover damages from Seller in an amount up to, but not exceeding, an amount equal to the Deposit Amount. If Buyer elects to terminate this Agreement pursuant to this Section 9.02(b)(ii) and seek damages in an amount up to the Deposit Amount, the Parties shall, within two (2) Business Days of Buyer's election, (x) execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Buyer and (y) Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(iii) If this Agreement is terminated by Seller in accordance with Section 9.01(h), then the Parties shall have no additional remedies against one another as a result of such termination, and Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(c) If this Agreement is terminated by either Buyer or Seller pursuant to Section 9.01 for any reason other than as described in Section 9.02(a), then, in any such case, the Parties shall, within two (2) Business Days of such termination, execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Buyer.

(d) THE PARTIES FURTHER AGREE THAT, UNLESS AND UNTIL THE CLOSING OCCURS, THE SOLE AND EXCLUSIVE REMEDY OF SELLER AND ITS AFFILIATES AGAINST BUYER ARISING FROM OR RELATING TO THIS AGREEMENT AND THE CONTEMPLATED TRANSACTIONS, INCLUDING FOR ANY FAILURE OF BUYER TO EFFECT THE CLOSING OR OTHERWISE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT (WHETHER WILLFULLY, INTENTIONALLY, UNINTENTIONALLY OR OTHERWISE), WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE THE RIGHTS AND REMEDIES AGAINST BUYER DESCRIBED IN THIS SECTION 9.02. EXCEPT FOR THE RIGHTS AND REMEDIES AGAINST BUYER DESCRIBED IN

THIS SECTION 9.02, IN FURTHERANCE OF THE FOREGOING, (A) SELLER RELEASES BUYER, WAIVES ANY RIGHT OF RECOVERY FOR AND AGREES NOT TO SEEK ANY RECOVERY FOR ANY LOSS SUFFERED AS A RESULT OF ANY BREACH OF ANY COVENANT, OBLIGATION, REPRESENTATION OR WARRANTY IN THIS AGREEMENT OR THE FAILURE OF THE TRANSACTION TO BE CONSUMMATED, OR IN RESPECT OF ANY ORAL REPRESENTATION MADE OR ALLEGED TO HAVE BEEN MADE IN CONNECTION HEREWITH AND (B) THE MAXIMUM AGGREGATE MONETARY LIABILITY THAT BUYER SHALL HAVE IN CONNECTION WITH SUCH LOSS SHALL BE THE FORFEITURE OF THE DEPOSIT AMOUNT IN ACCORDANCE WITH THIS SECTION 9.02.

9.03 Return of Records Upon Termination. Upon termination of this Agreement, (a) Buyer shall promptly return to Seller or destroy all title, engineering, geological and geophysical data, environmental assessments and reports, maps, documents and other information furnished by Seller to Buyer in connection with its due diligence investigation of the Assets in accordance with the Confidentiality Agreement and (b) an officer of Buyer shall certify Buyer's compliance with the preceding clause (a) to Seller in writing.

ARTICLE 10
INDEMNIFICATION; REMEDIES

10.01 Survival. The survival periods for the various representations, warranties, covenants and agreements contained herein shall be as follows: (a) Fundamental Representations shall survive indefinitely, (b) the representations and warranties in Section 3.04 shall survive for the applicable statute of limitations plus sixty (60) days, (c) the special warranty of Defensible Title set forth in the Instruments of Conveyance shall survive for twenty-four (24) months after Closing, (e) all covenants and agreements of Seller to be performed at or following the Closing shall survive until fully performed (f) all other representations and warranties and pre-closing covenants and agreements of Seller shall survive for twenty-four (24) months after Closing; *provided* that the covenants and agreements of Buyer and Seller set forth in Section 2.07(b) and Section 12.02 shall survive for the applicable statute of limitations plus sixty (60) days and (g) all other representations, warranties, covenants and agreements of Buyer shall survive indefinitely. Representations, warranties, covenants and agreements shall be of no further force and effect after the date of their expiration; *provided* that there shall be no termination of any bona fide claim asserted pursuant to this Agreement with respect to such a representation, warranty, covenant or agreement prior to its expiration date. The indemnities in Sections 10.02(a), 10.02(b), 10.03(a) and 10.03(b) shall terminate as of the termination date of each respective representation, warranty, covenant or agreement that is subject to indemnification thereunder, except in each case as to matters for which a specific written claim for indemnity has been delivered to the indemnifying person on or before such termination date. The indemnities in Section 10.02(c) with respect to the matters described in clause (a), clause (b), other than in connection with the Midwest School Gas Leak, and clause (c) of the definition of Retained Liabilities shall continue for twenty-four months following the Closing Date and the indemnities in Section 10.02(c) with respect to all Retained Liabilities other than the matters described in clause (a), clause (b), other than in connection with the Midwest School Gas Leak, and clause (c) of the definition of Retained Liabilities shall survive the Closing indefinitely. All other indemnities, and all other provisions of this Agreement, shall survive the Closing without time limit except as may otherwise be expressly provided herein.

10.02 Indemnification and Payment of Damages by Seller. Except as otherwise limited in this Article 10, from and after the Closing, Seller shall defend, release, indemnify, and hold harmless Buyer Group from and against, and shall pay to the Buyer Group the amount of, any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of their respective rights under this Agreement arising from, based upon, related to, or associated with:

(a) any Breach of any representation or warranty made by Seller in this Agreement, or in any certificate delivered by Seller pursuant to this Agreement;

(b) any Breach by Seller of any covenant, obligation, or agreement of Seller in this Agreement;

(c) the Retained Liabilities;

(d) the use or ownership of the Excluded Assets; and

(e) the use or ownership of the Retained Assets.

Notwithstanding anything to the contrary contained in this Agreement, from and after the Closing, the remedies provided in this Article 10, Article 11 and Section 12.17, along with the special warranty of Defensible Title set forth in the Instruments of Conveyance, are Buyer Group's exclusive legal remedies against Seller with respect to this Agreement and the Contemplated Transactions, including Breaches of the representations, warranties, covenants, obligations, and agreements of the Parties contained in this Agreement or the affirmations of such representations, warranties, covenants, obligations, and agreements contained in the certificate delivered by Seller at Closing pursuant to Section 2.04, and, except for the remedies provided in this Article 10, Article 11 and Section 12.17, along with the special warranty of Defensible Title set forth in the Instruments of Conveyance, **BUYER RELEASES SELLER GROUP FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, PROCEEDINGS, OR OTHER LEGAL RIGHTS AND REMEDIES OF BUYER GROUP, KNOWN OR UNKNOWN, WHICH BUYER MIGHT NOW OR SUBSEQUENTLY HAVE, BASED ON, RELATING TO OR IN ANY WAY ARISING OUT OF THIS AGREEMENT, THE CONTEMPLATED TRANSACTIONS, THE OWNERSHIP, USE OR OPERATION OF THE ASSETS PRIOR TO THE CLOSING, OR THE CONDITION, QUALITY, STATUS, OR NATURE OF THE ASSETS PRIOR TO THE CLOSING, INCLUDING ANY AND ALL CLAIMS RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY OR VIOLATIONS OF ENVIRONMENTAL LAWS AND INCLUDING RIGHTS TO CONTRIBUTION UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, AS AMENDED, BREACHES OF STATUTORY OR IMPLIED WARRANTIES, NUISANCE, OR OTHER TORT ACTIONS, RIGHTS TO PUNITIVE DAMAGES, COMMON LAW RIGHTS OF CONTRIBUTION, AND RIGHTS UNDER INSURANCE MAINTAINED BY SELLER OR ANY OF SELLER'S AFFILIATES**. Nothing in this Agreement shall release or relieve Seller for actual fraud.

10.03 Indemnification and Payment of Damages by Buyer. Except as otherwise limited in this Article 10 and Article 11, from and after the Closing, Buyer shall assume, be responsible for, pay on a current basis, and shall defend, release, indemnify, and hold harmless Seller Group from and against, and shall pay to Seller Group the amount of any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of their respective rights under this Agreement arising from, based upon, related to, or associated with:

(a) any Breach of any representation or warranty made by Buyer in this Agreement or in any certificate delivered by Buyer pursuant to this Agreement;

(b) any Breach by Buyer of any covenant, obligation, or agreement of Buyer in this Agreement;

(c) any Damages arising out of or relating to Buyer's and its representatives' access to the Assets and contracts, books and records and other documents and data relating thereto prior to the Closing, including Buyer's title and environmental inspections pursuant to Sections 11.01 and 11.10, including Damages attributable to personal injury, illness or death, or property damage arising from such access; and

(d) the Assumed Liabilities.

Notwithstanding anything to the contrary contained in this Agreement, from and after Closing, the remedies provided in this Article 10 and Section 12.17 are Seller Group's exclusive legal remedies for Buyer's Breaches, all other legal rights and remedies being expressly waived by Seller Group.

10.04 Indemnity Net of Insurance. The amount of any Damages for which an indemnified Party is entitled to indemnity under this Article 10 shall be reduced by the amount of insurance or indemnification proceeds actually received by the indemnified Party or its Affiliates with respect to such Damages (net of any collection costs, and excluding the proceeds of any insurance policy issued or underwritten, or indemnity granted, by the indemnified Party or its Affiliates).

10.05 Limitations on Liability.

(a) Except with respect to the Fundamental Representations and the representations and warranties included in Section 3.04, if the Closing occurs, Seller shall not have any liability for any indemnification under Section 10.02(a): (i) for any Damages with respect to any occurrence, claim, award or judgment that do not individually exceed One Hundred Thousand Dollars ($100,000) net to Seller's interest (the "Individual Claim Threshold"); or (ii) unless and until the aggregate Damages for which claim notices for claims meeting the Individual Claim Threshold are delivered by Buyer exceed two percent (2%) of the unadjusted Purchase Price, and then only to the extent such Damages exceed two percent (2%) of the unadjusted Purchase Price. Except with respect to the Fundamental Representations and the representations and warranties included in Section 3.04, in no event will Seller be liable for Damages indemnified under Section 10.02(a) to the extent such damages, exceed twenty percent (20%) of the unadjusted Purchase Price. Notwithstanding anything herein to the contrary, in no event will Seller's aggregate liability under this Agreement exceed one hundred percent (100%) of the unadjusted Purchase Price.

(b) Notwithstanding anything herein to the contrary, the obligations and rights of the Parties hereunder, and the Damages for which any Party is obligated to indemnify or entitled to indemnity under Section 11.02 or Section 11.03 shall be determined and calculated by excluding and without giving effect to any qualifiers as to materiality or other similar qualifiers set forth in any representation or warranty (including any bringdown of such representation or warranty in any certificate delivered pursuant to this Agreement).

(c) Notwithstanding anything in this Agreement to the contrary, Seller shall not be required to indemnify Buyer under Section 10.02(a) for any Asset Tax (or portion thereof) allocable to Buyer under Section 12.02(c) as a result of a breach by Seller of any representation or warranty set forth in Section 3.04, except to the extent the amount of such Asset Tax (or portion thereof) (i) exceeds the amount that would have been due absent such breach or (ii) was taken into account as an adjustment to the Purchase Price under Section 2.03, Section 2.05(c), Section 2.05(d) or Section 12.02(c)(iii).

10.06 Procedure for Indemnification--Third Party Claims.

(a) Promptly after receipt by an indemnified party under Section 10.02 or 10.03 of a Third Party claim for Damages or notice of the commencement of any Proceeding against it, such indemnified party shall, if a claim is to be made against an indemnifying Party under such Section, give notice to the indemnifying Party of the commencement of such claim or Proceeding, together with a claim for indemnification pursuant to this Article 10. The failure of any indemnified party to give notice of a Third Party claim or Proceeding as provided in this Section 10.06 shall not relieve the indemnifying Party of its obligations under this Article 10 except to the extent such failure results in insufficient time being available to permit the indemnifying Party to effectively defend against the Third Party claim or participate in the Proceeding or otherwise prejudices the indemnifying Party's ability to defend against the Third Party claim or participate in the Proceeding.

(b) If any Proceeding referred to in Section 10.06(a) is brought against an indemnified party and the indemnified party gives notice to the indemnifying Party of the commencement of such Proceeding, the indemnifying Party shall be entitled to participate in such Proceeding and, to the extent that it wishes (unless (i) the indemnifying Party is also a party to such Proceeding and the indemnified party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying Party fails to provide reasonable assurance to the indemnified party of its financial capacity to defend such Proceeding and provide indemnification with respect to such Proceeding), to assume the defense of such Proceeding with counsel reasonably satisfactory to the indemnified party, and, after notice from the indemnifying Party to the indemnified party of the indemnifying Party's election to assume the defense of such Proceeding, the indemnifying Party shall not, as long as it diligently conducts such defense, be liable to the indemnified party under this Article 10 for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently

incurred by the indemnified party in connection with the defense of such Proceeding. Notwithstanding anything to the contrary in this Agreement, the indemnifying Party shall not be entitled to assume or continue control of the defense of any such Proceeding if (A) such Proceeding relates to or arises in connection with any criminal proceeding, (B) such Proceeding seeks an injunction or equitable relief against any indemnified Party, (C), in the case of an indemnification claim by Buyer pursuant to Section 10.02(a) (other than with respect to a Fundamental Representation) such Proceeding has or would reasonably be expected to result in Damages in excess of the amount set forth in Section 10.05 (i.e., twenty percent (20%) of the unadjusted Purchase Price), or (D) the indemnifying Party has failed or is failing to defend in good faith such Proceeding. If the indemnifying Party assumes the defense of a Proceeding, no compromise or settlement of such Third Party claims or Proceedings may be effected by the indemnifying Party without the indemnified party's prior written consent unless (A) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other Third Party claims that may be made against the indemnified party, and (B) the sole relief provided is monetary damages that are paid in full by the indemnifying Party, and (C) the indemnified party shall have no liability with respect to any compromise or settlement of such Third Party claims or Proceedings effected without its consent.

10.07 Procedure for Indemnification – Other Claims. A claim for indemnification for any matter not involving a Third Party claim may be asserted by notice to the Party from whom indemnification is sought.

10.08 Indemnification of Group Members. The indemnities in favor of Buyer and Seller provided in Section 10.08 and Section 10.03, respectively, shall be for the benefit of and extend to such Party's present and former Group members. Any claim for indemnity under this Article 10 by any Group member other than Buyer or Seller must be brought and administered by the relevant Party to this Agreement. No indemnified party other than Buyer and Seller shall have any rights against either Seller or Buyer under the terms of this Article 10 except as may be exercised on its behalf by Buyer or Seller, as applicable, pursuant to this Section 10.08. Each of Seller and Buyer may elect to exercise or not exercise indemnification rights under this Section on behalf of the other indemnified party affiliated with it in its sole discretion and shall have no liability to any such other indemnified party for any action or inaction under this Section.

10.09 Extent of Representations and Warranties.

(a) **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CERTIFICATES DELIVERED BY SELLER AT CLOSING OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT, OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO BUYER (INCLUDING ANY OPINION, INFORMATION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO BUYER OR ITS AFFILIATES OR REPRESENTATIVES BY ANY AFFILIATES OR REPRESENTATIVES OF SELLER OR BY ANY INVESTMENT BANK OR INVESTMENT BANKING FIRM, ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, SELLER'S COUNSEL, OR ANY OTHER AGENT,**

CONSULTANT, OR REPRESENTATIVE OF SELLER). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CERTIFICATES DELIVERED BY SELLER AT CLOSING OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO (A) THE TITLE TO ANY OF THE ASSETS, (B) THE CONDITION OF THE ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), IT BEING DISTINCTLY UNDERSTOOD THAT THE ASSETS ARE BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS AS TO ALL MATTERS," (C) ANY INFRINGEMENT BY SELLER OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, (D) ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO BUYER BY OR ON BEHALF OF SELLER (INCLUDING THE EXISTENCE OR EXTENT OF HYDROCARBONS OR THE MINERAL RESERVES, THE RECOVERABILITY OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, AND THE ABILITY TO SELL HYDROCARBON PRODUCTION AFTER THE CLOSING), AND (E) THE ENVIRONMENTAL CONDITION AND OTHER CONDITION OF THE ASSETS AND ANY POTENTIAL LIABILITY ARISING FROM OR RELATED TO THE ASSETS.

(b) Buyer acknowledges and affirms that it has made and prior to Closing will make its own independent investigation, analysis, and evaluation of the Contemplated Transactions and the Assets (including Buyer's own estimate and appraisal of the extent and value of Seller's Hydrocarbon reserves attributable to the Assets and an independent assessment and appraisal of the environmental risks associated with the acquisition of the Assets). Buyer acknowledges that in entering into this Agreement, it has relied on the aforementioned investigation and the express representations and warranties of Seller contained in this Agreement and the Seller Closing Documents. Buyer hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim, or commencing, instituting, or causing to be commenced, any Proceeding of any kind against Seller or its Affiliates, alleging facts contrary to the foregoing acknowledgment and affirmation.

10.10 Compliance With Express Negligence Test. **THE PARTIES AGREE THAT ANY INDEMNITY, DEFENSE, AND/OR RELEASE OBLIGATION ARISING UNDER THIS AGREEMENT SHALL APPLY WITHOUT REGARD TO THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF THE INDEMNIFIED PARTY, WHETHER ACTIVE, PASSIVE, JOINT, CONCURRENT, COMPARATIVE, CONTRIBUTORY OR SOLE, OR ANY PRE-EXISTING CONDITION, ANY BREACH OF CONTRACT OR BREACH OF WARRANTY, OR VIOLATION OF ANY LEGAL REQUIREMENT, EXCEPT TO THE EXTENT SUCH DAMAGES WERE OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY OR ANY GROUP MEMBER THEREOF, IT BEING THE PARTIES' INTENTION THAT DAMAGES TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY OR ANY GROUP MEMBER THEREOF NOT BE COVERED BY THE RELEASE, DEFENSE, OR INDEMNITY OBLIGATIONS IN THIS AGREEMENT.** The foregoing is a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

10.11 Limitations of Liability. Notwithstanding anything to the contrary contained in this Agreement, **IN NO EVENT SHALL SELLER OR BUYER EVER BE LIABLE FOR, AND EACH PARTY RELEASES THE OTHER FROM, ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR CLAIMS RELATING TO OR ARISING OUT OF THE CONTEMPLATED TRANSACTIONS OR THIS AGREEMENT**; *provided*, *however*, that any consequential, special, indirect, exemplary, or punitive damages recovered by a Third Party (including a Governmental Body, but excluding any Affiliate of any Group member) against a Person entitled to indemnity pursuant to this Article 10 shall be included in the Damages recoverable under such indemnity. Notwithstanding the foregoing, lost profits shall not be excluded by this provision as to recovery hereunder to the extent constituting direct Damages.

10.12 No Duplication. Any liability for indemnification hereunder shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability constituting a Breach of more than one representation, warranty, covenant, obligation, or agreement herein. Neither Buyer nor Seller shall be liable for indemnification with respect to any Damages based on any sets of facts to the extent the Purchase Price is being or has been adjusted pursuant to Section 2.05 by reason of the same set of facts.

10.13 Disclaimer of Application of Anti-Indemnity Statutes. Seller and Buyer acknowledge and agree that the provisions of any anti-indemnity statute relating to oilfield services and associated activities shall not be applicable to this Agreement and/or the Contemplated Transactions.

10.14 Waiver of Right to Rescission. Seller and Buyer acknowledge that, following the Closing, the payment of money, as limited by the terms of this Agreement, shall be adequate compensation for Breach of any representation, warranty, covenant or agreement contained herein or for any other claim arising in connection with or with respect to the Contemplated Transactions. As the payment of money shall be adequate compensation, following Closing, Seller and Buyer waive any right to rescind this Agreement or any of the transactions contemplated hereby.

10.15 Joint and Several. Each Seller Party shall be jointly and severally liable for each representation, warranty, covenant, agreement, indemnification obligation and Breach of this Agreement and the Seller Closing Documents by each other Seller Party.

ARTICLE 11
TITLE MATTERS AND ENVIRONMENTAL MATTERS; PREFERENTIAL PURCHASE RIGHTS; CONSENTS

11.01 Title Examination and Access. Buyer may make or cause to be made at its expense such examination as it may desire of Seller's title to the Assets. For such purposes, until the Closing, Seller shall give to Buyer and its Representatives access during Seller's regular hours of business to originals or copies (including electronic copies if available) of all of the Records, files, records, contracts, correspondence, maps, data, reports, plats, abstracts of title, lease files, well files, unit files, division order files, production marketing files, title opinions, title files, title records, ownership maps, surveys, and any other information, data, records, and files that Seller or its Affiliates have relating in any way to the title to the Assets, the past or present operation thereof, and the marketing of production therefrom, in accordance with, and subject to the limitations in, Section 5.01.

11.02 Preferential Purchase Rights. Seller shall, as promptly as practical but in no event later than ten (10) Business Days after the Execution Date, provide all notices necessary to comply with or obtain the waiver of all Preferential Purchase Rights which are applicable to the Contemplated Transactions prior to the Closing Date and in compliance with the contractual provisions applicable thereto. To the extent any such Preferential Purchase Rights are properly exercised by any holders thereof or the time period for exercising any Preferential Purchase Right has not expired and no notice of waiver has been received from the holder thereof, then the Asset(s) subject to any such Preferential Purchase Rights shall not be sold to Buyer and shall be excluded from the Assets and sale under this Agreement and shall be considered Retained Assets. The Purchase Price shall be adjusted downward by the Allocated Value of the Asset(s) so retained. If any holder of a Preferential Purchase Right initially elects to exercise that Preferential Purchase Right, but after the Closing Date, refuses to consummate the purchase of the affected Asset(s), or if the time period for exercising any Preferential Purchase Right expires after the Closing without exercise by the holder thereof (or if Seller receives a waiver of any Preferential Purchase Right after the Closing), then, in each case, subject to the Parties' respective rights and remedies as to the obligation to consummate the Contemplated Transactions, Buyer shall purchase such Retained Asset(s) for the Allocated Value thereof (subject to the adjustments pursuant to Section 2.05), and the closing of such transaction shall take place on a date reasonably designated by Seller not more than one hundred eighty (180) days after the Closing Date.

11.03 Consents. Seller shall, as promptly as practical but in no event later than ten (10) Business Days after the Execution Date, provide all notices required to comply with or obtain all Consents in compliance with the contractual provisions applicable thereto required for the transfer of the Assets and in accordance with Section 5.04.

(a) If Seller fails to obtain any Consent necessary for the transfer of any Asset to Buyer, Seller's failure shall be handled as follows:

(i) If the Consent is not a Required Consent and has not been denied in writing, then the affected Assets shall nevertheless be conveyed at the Closing as part of the Assets. Any Damages that arise due to the failure to obtain such Consent shall be borne by Buyer.

(ii) If the Consent is a Required Consent or a Consent that has been denied in writing, the Purchase Price shall be adjusted downward by the Allocated Value of the affected Assets (which affected Assets shall include all Leases and Wells affected by the Applicable Contract or Lease for which a Consent is refused), and the affected Assets shall be treated as Retained Assets.

(b) Notwithstanding the provisions of Section 11.03(a), if Seller obtains a Consent described in Section 11.03(a)(ii) within one hundred eighty (180) days after the Closing, then Seller shall promptly deliver conveyances of the affected Retained Asset(s) to Buyer and Buyer shall pay to Seller an amount equal to the Allocated Value of the affected Retained Asset(s) in accordance with wire transfer instructions provided by Seller (subject to the adjustments set forth in Section 2.05).

11.04 Title Defects. Buyer shall notify Seller of Title Defects ("Title Defect Notice(s)") promptly after the discovery thereof, but in no event later than 5:00 p.m. Central Time on June 26, 2017 (the "Defect Notice Date"). To be effective, each Title Defect Notice shall be in writing and include (a) a description of the alleged Title Defect and the Unit or portion thereof (including the Target Formation(s), as applicable) affected by such alleged Title Defect (each, a "Title Defect Property"), (b) the Allocated Value of each Title Defect Property, (c) supporting documents reasonably necessary for Seller to verify the existence of the alleged Title Defect and (d) the amount by which Buyer reasonably believes the Allocated Value of each Title Defect Property is reduced by such alleged Title Defect and the computations upon which Buyer's belief is based (the "Title Defect Value"). To give Seller an opportunity to commence reviewing and curing Title Defects, Buyer agrees to use reasonable efforts to give Seller, on a weekly basis prior to the Defect Notice Date, written notice of all alleged Title Defects (as well as any claims that would be claims under the special warranty of Defensible Title set forth in the Instruments of Conveyance) discovered by Buyer during the preceding week; *provided* that the failure to provide any such preliminary notice shall not affect Buyer's right to assert Title Defects at any time prior to the Defect Notice Date. Notwithstanding anything herein to the contrary, subject to Buyer's rights under the Instruments of Conveyance, Buyer forever waives, and Seller shall have no liability for, Title Defects not asserted by a Title Defect Notice meeting substantially all of the requirements set forth in the preceding sentence by no later than 5:00 p.m. Central Time on the Defect Notice Date.

11.05 Title Defect Value. The Title Defect Value shall be determined pursuant to the following guidelines, where applicable:

(a) if the Parties agree on the Title Defect Value, then that amount shall be the Title Defect Value;

(b) if the Title Defect is an Encumbrance that is undisputed and liquidated in amount, then the Title Defect Value shall be the amount necessary to be paid to remove the Title Defect from the Title Defect Property;

(c) if the Title Defect represents a discrepancy between (i) Seller's Net Revenue Interest for the Title Defect Property and (ii) the Net Revenue Interest set forth for such Title Defect Property in Schedule 2.07, then the Title Defect Value shall be the product of the Allocated Value of such Title Defect Property, *multiplied* by a fraction, the numerator of which is the Net Revenue Interest decrease and the denominator of which is the Net Revenue Interest set forth for such Title Defect Property in Schedule 2.07;

(d) if the Title Defect represents an increase of (i) Seller's Working Interest for any Title Defect Property over (ii) the Working Interest set forth for such Title Defect Property in Schedule 2.07 (in each case, except (A) increases resulting from contribution requirements with respect to defaulting co-owners from and after the Execution Date under applicable operating agreements, or (B) increases to the extent that such increases are accompanied by a proportionate increase in Seller's Net Revenue Interest), then the Title Defect Value shall be determined by calculating the Net Revenue Interest that results from such larger Working Interest, determining what the Net Revenue Interest would be using such calculated Net Revenue Interest and the Working Interest set forth for such Well in Schedule 2.07 and then calculating the adjustment in the manner set forth in clause (c) above;

(e) if the Title Defect with respect to a Unit results from a discrepancy where (i) the actual Net Acres for such Title Defect Property as to the Target Formation(s) is less than (ii) the Net Acres set forth on Schedule 2.07 for such Title Defect Property, then the Title Defect Value shall be calculated by multiplying the Net Acre deficiency for such Unit by the per-Net Acre Allocated Value of such Unit; and

(f) if the Title Defect represents an obligation or Encumbrance upon or other defect in title to the Title Defect Property of a type not described above, then the Title Defect Value shall be determined by taking into account the Allocated Value of the Title Defect Property, the portion of the Title Defect Property affected by the Title Defect, the legal effect of the Title Defect, the potential economic effect of the Title Defect over the life of the Title Defect Property, the values placed upon the Title Defect by Buyer and Seller and such other reasonable factors as are necessary to make a proper evaluation.

In no event, however, shall the total of the Title Defect Values related to a particular Asset exceed the Allocated Value of such Asset. The Title Defect Value with respect to a Title Defect shall be determined without any duplication of any costs or losses included in any other Title Defect Value hereunder, or for which Buyer otherwise receives credit in the calculation of the Purchase Price.

11.06 Seller's Cure or Contest of Title Defects.

Seller may contest any asserted Title Defect or Buyer's good faith estimate of the Title Defect Value as described in Section 11.06(c) and may seek to cure any asserted Title Defect as described in Section 11.06(a).

(a) Seller shall have the right to cure any Title Defect on or before sixty (60) days after the Defect Notice Date (the "Title Defect Cure Period") by giving written notice to Buyer of its election to cure prior to the Closing Date. If Seller elects prior to the Closing to cure and:

(i) actually cures the Title Defect ("Cure") prior to the Closing, then the Asset affected by such Title Defect shall be conveyed to Buyer at the Closing, and no Purchase Price adjustment will be made for such Title Defect; or

(ii) does not actually cure the Title Defect prior to the Closing, then Seller shall:

(A) convey the affected Asset to Buyer and Buyer shall pay the Title Defect Value attributable to the affected Asset to the Escrow Agent at the Closing; *provided*, *however* that if Seller is unable to Cure the Title Defect by the end of the Title Defect Cure Period, then (i) Seller shall include a downward adjustment in the Final Settlement Statement equal to the Title Defect Value for such Asset and (ii) the Parties shall issue joint written instructions to the Escrow Agent to release such Title Defect Value to Buyer; or

(B) if and only if Buyer agrees to this remedy in its sole discretion, indemnify Buyer against all Damages (up to the Allocated Value of the applicable Title Defect Property) resulting from such Title Defect with respect to such Title Defect Property pursuant to an indemnity agreement prepared by Seller in a form and substance reasonably acceptable to Buyer.

(b) If Seller does not elect prior to the Closing to cure the Title Defect, subject to Seller's continuing right to dispute the Title Defect, Seller shall convey the affected Asset to Buyer at the Closing and the Purchase Price shall be adjusted in accordance with the terms of this Agreement.

(c) Seller and Buyer shall attempt to agree on the existence and Title Defect Value for all Title Defects. Representatives of the Parties, knowledgeable in title matters, shall meet during the Title Defect Cure Period for this purpose. However, either Party may at any time prior to the final resolution of the applicable Title Defect hereunder submit any disputed Title Defect or the Title Defect Value to arbitration in accordance with the procedures set forth in Section 11.15 within ninety (90) days after the Closing. If a contested Title Defect cannot be resolved prior to Closing, except as otherwise provided herein, the Asset affected by such Title Defect shall nevertheless be conveyed to Buyer at the Closing, and the Purchase Price will be adjusted downward in an amount equal to the Title Defect Value as determined in good faith by Buyer for such Asset; *provided, however*, that if the Title Defect Value as finally decided between the Parties or by the Expert, as applicable, is less than the Title Defect Value used for the Purchase Price adjustment, then Seller shall include an upward adjustment in the Final Settlement Statement equal to the amount that the Title Defect Value (as of Closing) exceeds the Title Defect Value as finally determined.

11.07 Limitations on Adjustments for Title Defects.

(a) Notwithstanding the provisions of Sections 11.04, 11.05 and 11.06, other than with respect to the special warranty of Defensible Title to be provided in the Instruments of Conveyance, Seller shall be obligated to adjust the Purchase Price to account for uncured Title Defects only to the extent that the sum of (x) the aggregate Title Defect Values of all uncured Title Defects (the "Aggregate Title Defect Value") (after taking into account any offsetting Title Benefit Values) *plus* (y) the Aggregate Environmental Defect Value exceeds the Aggregate Defect Deductible. In addition, if the Title Defect Value(s) for any single Title Defect affecting a Title Defect Property or multiple Title Defect Properties (with all Title Defect Values of all affected Title Defect Properties attributable to a single Title Defect being aggregated for such calculation) is less than the De Minimis Title Defect Cost, such value shall not be considered in calculating the Aggregate Title Defect Value.

(b) Notwithstanding anything contained in Section 11.07(a) to the contrary, for any Title Defect that is identified in a Title Defect Notice delivered on or prior to the Defect Notice Date, if (1) such Title Defect would constitute a breach of the special warranty of Defensible Title if such special warranty of Defensible Title were in effect as of such time, then (2) such Title Defect shall not be subject to the De Minimis Title Defect Cost or the Aggregate Defect Deductible.

11.08 Title Benefits. If Seller discovers any right, circumstance or condition that operates (a) to increase the Net Revenue Interest for any Unit above that shown in Schedule 2.07, to the extent the same does not cause a greater than proportionate increase in Seller's Working Interest therein above that shown in Schedule 2.07, (b) to decrease the Working Interest of Seller in any Unit below that shown in Schedule 2.07, to the extent the same causes a decrease in Seller's Working Interest that is proportionately greater than the decrease in Seller's Net Revenue Interest therein below that shown in Schedule 2.07, or (c) to increase the Net Acres for the Leases located in a Unit as to the applicable Target Formation(s) above the Net Acres set forth for such Unit on Schedule 2.07 (each, a "Title Benefit"), then Seller shall, from time to time and without limitation, have the right, but not the obligation, to give Buyer written notice of any such Title Benefits (a "Title Benefit Notice"), as soon as practicable but not later than 5:00 p.m. Central Time on the Defect Notice Date, stating with reasonable specificity the Assets affected (the "Title Benefit Properties"), the particular Title Benefit claimed, and Seller's good faith estimate of the amount the additional interest increases the value of the affected Assets over and above that Asset's Allocated Value (the "Title Benefit Value"). Buyer shall also promptly furnish Seller with written notice of any Title Benefit (including a description of such Title Benefit and the Title Benefit Properties with reasonable specificity) which is discovered by any of Buyer's or any of its Affiliates' Representatives, employees, title attorneys, landmen, or other title examiners. The Title Benefit Value of any Title Benefit shall be determined by the following methodology, terms and conditions (without duplication): (i) if the Parties agree on the Title Benefit Value, then that amount shall be the Title Benefit Value; (ii) if the Title Benefit represents a discrepancy between (A) Seller's Net Revenue Interest for any Title Benefit Property and (B) the Net Revenue Interest set forth for such Title Benefit Property in Schedule 2.07 then the Title Benefit Value shall be the product of the Allocated Value of such Title Benefit Property *multiplied* by a fraction, the numerator of which is the Net Revenue Interest increase and the denominator of which is the Net Revenue Interest set forth for such Title Benefit Property in Schedule 2.07; (iii) if the Title Benefit represents a decrease of (A) Seller's Working Interest for any Title Benefit Property below (B) the Working Interest set forth for such Title Benefit Property in Schedule 2.07, then the Title Benefit Value shall be determined by calculating the Net Revenue Interest that results from such reduced Working Interest, determining what the Net Revenue Interest would be using such calculated Net Revenue Interest and the Working Interest set forth in Schedule 2.07; (iv) if the Title Benefit represents an increase in Net Acres for the Leases located in a Unit as to the applicable Target Formation(s), then the Title Benefit Amount shall be determined by multiplying the Net Acre increase with respect to such Unit by the per-Net Acre Allocated Value; and (v) if the Title Benefit is of a type not described above, then the Title Benefit Value shall be determined by taking into account the Allocated Value of the Title Benefit Property, the portion of such Title Benefit Property affected by such Title Benefit, the legal effect of the Title Benefit, the potential economic effect of the Title Benefit over the life of such Title Benefit Property, the values placed upon the Title Benefit by Buyer and Seller and such other reasonable factors as are necessary to make a proper evaluation.

Seller and Buyer shall attempt to agree on the existence and Title Benefit Value for all Title Benefits on before the end of the Title Defect Cure Period. If Buyer agrees with the existence of the Title Benefit and Seller's good faith estimate of the Title Benefit Value, then the Aggregate Title Defect Value shall be offset by the amount of the Title Benefit Value. If the Parties cannot reach agreement by the end of the Title Defect Cure Period, the Title Benefit or the Title Benefit Value in dispute shall be submitted to arbitration in accordance with the procedures set forth in Section 11.15 within ninety (90) days after the end of the Title Defect Cure Period. Notwithstanding the foregoing, the Parties agree and acknowledge that there shall be no upward adjustment to the Purchase Price for any Title Benefit. If a contested Title Benefit cannot be resolved prior to the Closing, Seller shall convey the affected Asset to Buyer and Buyer shall pay for the Asset at the Closing in accordance with this Agreement as though there were no Title Benefits; *provided*, *however*, if the Title Benefit contest results in a determination that a Title Benefit exists, then the Aggregate Title Defect Value shall be offset by and adjusted downward by the Title Benefit Value as determined in such contest (which adjustment shall be made on the Final Settlement Statement).

11.09 Buyer's Environmental Assessment. Beginning on the Execution Date and ending at 5:00 p.m. Central Time on the Defect Notice Date, Buyer shall have the right, at its sole cost, risk, liability, and expense, to conduct a Phase I Environmental Site Assessment of the Assets. During Seller's regular hours of business and after providing Seller with written notice of any such activities no less than two (2) Business Days in advance (which written notice shall include the written permission of the operator (if other than Seller) and any applicable Third Party operator or other Third Party whose permission is legally required, which Seller shall reasonably cooperate with Buyer in securing), Buyer and its representatives shall be permitted to enter upon the Assets, inspect the same, review all of Seller's files and records (other than those for which Seller has an attorney-client privilege) relating to the Assets, and generally conduct visual, non-invasive tests, examinations, and investigations. No sampling or other invasive inspections of the Assets may be conducted prior to Closing without Seller's prior written consent. Buyer's access shall be in accordance with, and subject to the limitations in, Section 5.01.

11.10 Environmental Defect Notice. Buyer shall notify Seller in writing of any Environmental Defect (an "Environmental Defect Notice") promptly after the discovery thereof, but in no event later than 5:00 p.m. Central Time on the Defect Notice Date. To be effective, an Environmental Defect Notice shall include: (i) the Lease(s), Well(s) or Unit(s) affected; (ii) a reasonably detailed description of the alleged Environmental Defect and the basis for such assertion under the terms of this Agreement; (iii) Buyer's good faith estimate of the Environmental Defect Value with respect to such Environmental Defect; and (iv) appropriate documentation reasonably necessary for Seller to substantiate Buyer's claim and calculation of the Environmental Defect Value. Notwithstanding anything herein to the contrary, Buyer forever waives Environmental Defects not asserted by an Environmental Defect Notice meeting all of the requirements set forth in the preceding sentence no later than 5:00 p.m. Central Time on the Defect Notice Date.

11.11 Seller's Exclusion, Cure or Contest of Environmental Defects. Seller, in its sole discretion, (x) may elect to exclude at Closing any Asset (which will become a Retained Asset) affected by an asserted Environmental Defect if the Environmental Defect Value with respect to such Environmental Defect equals or exceeds the Allocated Value of the affected Asset(s) and reduce the Purchase Price by the Allocated Value(s) thereof, (y) may contest any asserted Environmental Defect or Buyer's good faith estimate of the Environmental Defect Value as described in Section 11.11(b) and/or (z) may seek to remediate or cure any asserted Environmental Defect to the extent of the Lowest Cost Response as described in Section 11.11(a).

(a) Seller shall have the right to remediate or cure an Environmental Defect to the extent of the Lowest Cost Response on or before the Closing Date. If Seller elects to pursue remediation or cure as set forth in this clause (a), Seller shall implement such remediation or cure in a manner that is in compliance with all applicable Legal Requirements in a prompt and timely fashion for the type of remediation or cure. If Seller elects to pursue remediation or cure and:

(i) completes a Complete Remediation of an Environmental Defect prior to the Closing Date, the affected Lease(s) or Well(s) shall be included in the Assets conveyed at Closing, and no Purchase Price adjustment will be made for such Environmental Defect;

(ii) does not complete a Complete Remediation prior to the Closing, then Seller shall convey the affected Asset(s) to Buyer and the Purchase Price shall be reduced by an amount equal to the Environmental Defect Value for such Asset(s).

(b) Seller and Buyer shall attempt to agree on the existence and Environmental Defect Value of all Environmental Defects. Representatives of the Parties, knowledgeable in environmental matters, shall meet for this purpose. However, a Party may at any time prior to the final resolution of the applicable Environmental Defect hereunder elect to submit any disputed item to arbitration in accordance with the procedures set forth in Section 11.15 no later than ninety (90) days after the Closing. If a contested Environmental Defect cannot be resolved prior to the Closing, the affected Lease(s) or Well(s) (together with any other Assets appurtenant thereto) shall be included with the Assets conveyed to Buyer at Closing and the Purchase Price shall be reduced by the estimated Environmental Defect Value set forth in the Environmental Defect Notice for such contested Environmental Defect, and the final determination of the Environmental Defect and/or Environmental Defect Value shall be resolved pursuance to Section 11.15.

11.12 Limitations. Notwithstanding the provisions of Sections 11.10 and 11.11, no adjustment to the Purchase Price for Environmental Defect Values shall be made unless and until the sum of (x) the aggregate value of all Environmental Defect Values (the "Aggregate Environmental Defect Value") *plus* (y) the Aggregate Title Defect Value (after taking into account any offsetting Title Benefit Values) exceeds the Aggregate Defect Deductible. If the Environmental Defect Value with respect to any single Environmental Defect is less than the De Minimis Environmental Defect Cost, such cost shall not be considered in calculating the Aggregate Environmental Defect Value.

11.13 Exclusive Remedies. The rights and remedies granted to Buyer in this Agreement are the exclusive rights and remedies against Seller related to any Environmental Condition, or Damages related thereto. **EXCEPT AS SET FORTH IN THIS AGREEMENT, BUYER EXPRESSLY WAIVES, AND RELEASES SELLER GROUP FROM, ANY AND ALL OTHER RIGHTS AND REMEDIES IT MAY HAVE UNDER ENVIRONMENTAL LAWS AGAINST SELLER REGARDING ENVIRONMENTAL CONDITIONS, WHETHER FOR CONTRIBUTION, INDEMNITY, OR OTHERWISE.** The foregoing is a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

11.14 Casualty Loss and Condemnation. If, after the Execution Date but prior to Closing Date, any portion of the Assets is destroyed or damaged by fire or other casualty or is expropriated or taken in condemnation or under right of eminent domain (a "Casualty Loss"), subject to Section 7.08 and Section 8.08, this Agreement shall remain in full force and effect, and Buyer shall nevertheless be required to close the Contemplated Transactions. In the event that the amount of the costs and expenses associated with repairing or restoring the Assets affected by such Casualty Loss exceeds Two Hundred Fifty Thousand Dollars ($250,000) net to Seller's interest, (a) Seller must elect by written notice to Buyer prior to Closing either to (x) cause the Assets affected by such Casualty Loss to be repaired or restored, at Seller's sole cost prior to the Closing Date or (y) reduce the Purchase Price by the amount of the Casualty Loss and (b) Seller shall retain all rights to insurance and other claims against Third Parties with respect to the applicable Casualty Loss except to the extent the Parties otherwise agree in writing. With respect to all other Casualty Losses, Seller shall assign and subrogate to Buyer all rights to insurance and other claims with respect to such Casualty Loss.

11.15 Expert Proceedings.

(a) Each matter referred to this Section 11.15 (a "Disputed Matter") shall be conducted in accordance with the Commercial Arbitration Rules of the AAA as supplemented to the extent necessary to determine any procedural appeal questions by the Federal Arbitration Act (Title 9 of the United States Code), but only to the extent that such rules do not conflict with the terms of this Section 11.15. Any notice from one Party to the other referring a dispute to this Section 11.15 shall be referred to herein as an "Expert Proceeding Notice".

(b) The arbitration shall be held before a one member arbitration panel (the "Expert"), mutually agreed by the Parties. The Expert must (a) be a neutral party who has never been an officer, director or employee of or performed material work for a Party or any Party's Affiliate within the preceding five (5)-year period and (b) agree in writing to keep strictly confidential the specifics and existence of the dispute as well as all proprietary records of the Parties reviewed by the Expert in the process of resolving such dispute. The Expert must have not less than fifteen (15) years' experience as a lawyer in the State of Wyoming with experience in exploration and production title and/or environmental issues, as appropriate based on the nature of the dispute(s). If disputes exist with respect to both title and environmental matters, the Parties may mutually agree to conduct separate arbitration proceedings with the title disputes and environmental disputes being submitted to separate Experts. If, within five (5) Business

Days after delivery of an Expert Proceeding Notice, the Parties cannot mutually agree on an Expert, then within seven (7) Business Days after delivery of such Expert Proceeding Notice, each Party shall provide the other with a list of three (3) acceptable, qualified experts, and within ten (10) Business Days after delivery of such Expert Proceeding Notice, the Parties shall each separately rank from one through six in order of preference each proposed expert on the combined lists, with a rank of one being the most preferred expert and the rank of six being the least preferred expert, and provide their respective rankings to the Dallas office of the AAA. Based on those rankings, the AAA will appoint the expert with the combined lowest numerical ranking to serve as the Expert for the Disputed Matters. If the rankings result in a tie or the AAA is otherwise unable to determine an Expert using the Parties' rankings, the AAA will appoint an arbitrator from one of the Parties' lists as soon as practicable upon receiving the Parties' rankings. Each Party will be responsible for paying one-half (1/2) of the fees charged by the AAA for the services provided in connection with this Section 11.15(b).

(c) Within five (5) Business Days following the receipt by either Party of the Expert Proceeding Notice, the Parties will exchange their written description of the proposed resolution of the Disputed Matters. Provided that no resolution has been reached, within five (5) Business Days following the selection of the Expert, the Parties shall submit to the Expert the following: (i) this Agreement, with specific reference to this Section 11.15 and the other applicable provisions of this Article 11, (ii) Buyer's written description of the proposed resolution of the Disputed Matters, together with any relevant supporting materials, (iii) Seller's written description of the proposed resolution of the Disputed Matters, together with any relevant supporting materials, and (iv) the Expert Proceeding Notice.

(d) The Expert shall make its determination by written decision within fifteen (15) days following receipt of the materials described in Section 11.15(c) above (the "Expert Decision"). The Expert Decision with respect to the Disputed Matters shall be limited to the selection of the single proposal for the resolution of the aggregate Disputed Matters proposed by a Party that best reflects the terms and provisions of this Agreement, *i.e.*, the Expert must select either Buyer's proposal or Seller's proposal for resolution of the aggregate Disputed Matters.

(e) The Expert Decision shall be final and binding upon the Parties, without right of appeal, absent manifest error. In making its determination, the Expert shall be bound by the rules set forth in this Article 11. The Expert may consult with and engage disinterested Third Parties to advise the Expert, but shall disclose to the Parties the identities of such consultants. Any such consultant shall not have worked as an employee or consultant for either Party or its Affiliates during the five (5)-year period preceding the arbitration nor have any financial interest in the dispute.

(f) The Expert shall act as an expert for the limited purpose of determining the specific matters submitted for resolution herein and shall not be empowered to award damages, interest, or penalties to either Party with respect to any matter. Each Party shall bear its own legal fees and other costs of preparing and presenting its case. All costs and expenses of the Expert shall be borne by the non-prevailing Party in any such arbitration proceeding.

ARTICLE 12
GENERAL PROVISIONS

12.01 Records. Seller, at Buyer's cost and expense, shall deliver (a) all electronic Records to Buyer as soon as practical on or following the Closing Date (and shall use commercially reasonable efforts to deliver such electronic Records no later than three (3) Business Days following the Closing Date) and (b) originals (or copies where no original exists) of all other Records to Buyer (FOB Seller's office) within thirty (30) days following the Closing Date; *provided* that Seller is entitled to retain the original Records related to accounting and Asset Taxes prior to the Effective Time and may provide Buyer with a copy in lieu of the original Record. With respect to any other original Records delivered to Buyer, subject to Section 12.13, (a) Seller shall be entitled to retain copies of such Records, and (b) Buyer shall retain any such original Records for at least seven (7) years beyond the Closing Date, during which seven (7)-year period Seller shall be entitled to obtain access to such Records, at reasonable business hours and upon prior notice to Buyer, so that Seller may make copies of such original Records, at its own expense, as may be reasonable or necessary for tax purposes or in connection with any Proceeding or Threatened Proceeding against Seller.

12.02 Expenses and Taxes.

(a) Except as otherwise expressly provided in this Agreement, each Party to this Agreement shall bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants.

(b) *Transfer Taxes and Fees*. All Transfer Taxes and all required documentary, filing and recording fees and expenses in connection with the filing and recording of the assignments, conveyances or other Instruments of Conveyance required to convey title to the Assets to Buyer shall be borne by Buyer.

(c) *Asset Taxes*.

(i) From and after the Closing, Seller shall be allocated and bear all Asset Taxes attributable to (A) any Tax period ending prior to the Effective Time, and (B) the portion of any Straddle Period ending immediately prior to the Effective Time. From and after the Closing, Buyer shall be allocated and bear all Asset Taxes attributable to (x) any Tax period beginning on or after the Effective Time, and (y) the portion of any Straddle Period beginning on the Effective Time.

(ii) For purposes of determining the allocations described in Section 12.02(c)(i), (A) Asset Taxes that are attributable to the severance or production of Hydrocarbons (other than such Asset Taxes described in clause (C), below) shall be allocated to the period in which the severance or production giving rise to such Asset Taxes occurred, (B) Asset Taxes that are based upon or related to sales or receipts or imposed on a transactional basis (other than such Asset Taxes described in clause

(A) or (C)), shall be allocated to the period in which the transaction giving rise to such Asset Taxes occurred, and (C) Asset Taxes that are ad valorem, property or other Asset Taxes imposed on a periodic basis pertaining to a Straddle Period shall be allocated between the portion of such Straddle Period ending immediately prior to the Effective Time and the portion of such Straddle Period beginning on the Effective Time by prorating each such Asset Tax based on the number of days in the applicable Straddle Period that occur before the Effective Time, on the one hand, and the number of days in such Straddle Period that occur after the Effective Time, on the other hand. Notwithstanding anything in this Section 12.02(c)(ii) to the contrary, Gross Products Taxes shall be deemed attributable to the period during which the production giving rise to the Gross Products Taxes occurs, and liability therefor apportioned between the Parties in accordance with the production attributable to their relative ownership prior to or after the Effective Time, as applicable. For the avoidance of doubt, (x) Gross Products Taxes based on the value of production of Hydrocarbons that occurs prior to the Effective Time, shall be allocated entirely to Seller and (y) Gross Products Taxes based on the value of production of Hydrocarbons that occurs after the Effective Time and payable in 2018 and 2019 ("Post-Closing Gross Products Taxes") shall be allocated entirely to Buyer.

(iii) To the extent the actual amount of an Asset Tax is not known at the time an adjustment is to be made with respect to such Asset Tax pursuant to Section 2.03, Section 2.05(c) or Section 2.05(d), as applicable, the Parties shall utilize the most recent information available in estimating the amount of such Asset Tax for purposes of such adjustment. To the extent the actual amount of an Asset Tax (or the amount thereof paid or economically borne by a Party) is ultimately determined to be different than the amount (if any) that was taken into account in the Final Settlement Statement as finally determined pursuant to Section 2.05(d), timely payments will be made from one Party to the other to the extent necessary to cause each Party to bear the amount of such Asset Tax that is allocable to such Party under this Section 12.02(c).

(d) Tax Returns and Payments. Except as required by applicable Legal Requirements:

(i) Seller shall be responsible for timely paying, or withholding and remitting, as applicable, (A) all Asset Taxes that are based on production of Hydrocarbons occurring on or prior to the Closing Date (including, for the avoidance of doubt, all Gross Products Taxes attributable to production that occurs prior to January 1, 2017, and all 2017 Gross Products Taxes attributable to production that occurs from January 1, 2017 through and including the Closing Date), (B) all Asset Taxes (other than the Asset Taxes described in clause (A)) that are ad valorem or property Taxes imposed on a periodic basis relating to any Tax period that ends before or includes the Effective Time, and (C) all other Asset Taxes required to be paid on or prior to the Closing Date, and Seller shall file with the appropriate Governmental Body any and all Tax Returns required to be filed with respect to such Asset Taxes.

(ii) Buyer shall be responsible for timely paying, or withholding and remitting, as applicable, (A) all Asset Taxes that are based on production of Hydrocarbons occurring after the Closing Date through December 31, 2017 (including, for the avoidance of doubt, all 2017 Gross Products Taxes attributable to production that occurs after the Closing Date through December 31, 2017) and (B) all other Asset Taxes relating to any Tax period that ends before or includes the Effective Time that are required to be paid after the Closing Date (except, in each case, to the extent such Taxes are required to be paid, withheld or remitted by Seller in accordance with Section 12.02(d)(i)), and Buyer shall file with the appropriate Governmental Body any and all Tax Returns required to be filed with respect to such Asset Taxes. Buyer shall prepare all such Tax Returns relating to any Tax period ending before or including the Effective Time on a basis consistent with past practice except to the extent otherwise required by applicable Legal Requirements. Buyer shall provide Seller with a copy of any such Tax Return for Seller's review reasonably in advance of the due date for the filing of such Tax Return, and Buyer shall incorporate all reasonable comments of Seller provided to Buyer in advance of the due date for the filing of such Tax Return.

(e) The Parties agree that (x) this Section 12.02(d) is intended to solely address the timing and manner in which certain Tax Returns relating to Asset Taxes are filed and the Asset Taxes shown thereon are paid to the applicable taxing authority, and (y) nothing in this Section 12.02(d) shall be interpreted as altering the manner in which Asset Taxes are allocated to and economically borne by the Parties.

(f) *Cooperation*. Buyer and Seller agree to furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Assets, including access to books and records, as is reasonably necessary for the filing of all Tax Returns by Buyer or Seller, the making of any election relating to Taxes, the preparation for any audit by any taxing authority and the prosecution or defense of any claim, suit or proceeding relating to any Tax. The Parties agree to retain all books and records with respect to Tax matters pertinent to the Assets relating to any Tax period beginning before the Closing Date until sixty (60) days after the expiration of the statute of limitations of the respective Tax periods (taking into account any extensions thereof) and to abide by all record retention agreements entered into with any taxing authority.

(g) *Refunds*. Seller shall be entitled to any and all refunds of Asset Taxes allocated to Seller pursuant to Section 12.02(c), and Buyer shall be entitled to any and all refunds of Asset Taxes allocated to Buyer pursuant to Section 12.02(c). If a Party receives a refund of Asset Taxes to which the other Party is entitled pursuant to this Section 12.02(f), the first Party shall promptly pay such amount to the other Party, net of any reasonable costs or expenses incurred by the first Party in procuring such refund.

12.03 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by fax (with written confirmation of receipt), (c) sent by electronic mail with receipt acknowledged, with the receiving Party affirmatively obligated to promptly acknowledge receipt, or (d) when received by the addressee,

if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate recipients, addresses, and fax numbers set forth below (or to such other recipients, addresses, or fax numbers as a Party may from time to time designate by notice to the other Party):

NOTICES TO BUYER:

Denbury Onshore, LLC
5320 Legacy Dr.
Plano, TX 75024
Attention: John Kleckner
James S. Matthews
Fax: (972) 535-4708
E-mail: john.kleckner@denbury.com
jim.matthews@denbury.com

With a copy (which shall not constitute notice) to:

Sidley Austin LLP
2021 McKinney Avenue, Suite 2000
Dallas, TX 75201
Attention: Marc Rose
Fax: 214-981-3400
Email: mrose@sidley.com

NOTICES TO SELLER:

c/o Linn Energy Holdings, LLC
600 Travis Street, Suite 5100
Houston, Texas 77002
Attention: Candice J. Wells, General Counsel
Fax: (832) 726-5955
E-mail: CWells@linnenergy.com

With a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
600 Travis Street, 33rd Floor
Houston, TX 77002
Attention: Anthony Speier, P.C.
Rahul Vashi
Fax: (713) 835-3601
E-mail: anthony.speier@kirkland.com
rahul.vashi@kirkland.com

12.04 Governing Law; Jurisdiction; Service of Process; Jury Waiver. **THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RIGHTS, DUTIES AND THE LEGAL RELATIONS AMONG THE PARTIES HERETO AND THERETO SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION; *PROVIDED, HOWEVER*, THAT ANY MATTERS RELATED TO REAL PROPERTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WYOMING. WITHOUT LIMITING THE PARTIES' AGREEMENT TO ARBITRATE IN SECTION 11.15 OR THE DISPUTE RESOLUTION PROCEDURE PROVIDED IN SECTION 2.05(D) WITH RESPECT TO DISPUTES ARISING THEREUNDER, THE PARTIES HERETO CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE FEDERAL COURTS OF THE UNITED STATES LOCATED IN HOUSTON, TEXAS OR THE STATE COURTS LOCATED IN HOUSTON, TEXAS FOR ANY ACTION ARISING OUT OF THIS AGREEMENT, ANY TRANSACTION DOCUMENTS, OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS AGREEMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY SHALL BE EXCLUSIVELY LITIGATED IN SUCH COURTS DESCRIBED ABOVE HAVING SITES IN HOUSTON, TEXAS AND EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS SOLELY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. EACH PARTY HERETO VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, THAT A FINAL AND NONAPPEALABLE JUDGMENT AGAINST A PARTY IN ANY ACTION OR PROCEEDING CONTEMPLATED ABOVE SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION WITHIN OR OUTSIDE THE UNITED STATES BY SUIT ON THE JUDGMENT, A CERTIFIED OR EXEMPLIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND AMOUNT OF SUCH JUDGMENT. TO THE EXTENT THAT A PARTY OR ANY OF ITS AFFILIATES HAS ACQUIRED, OR HEREAFTER MAY ACQUIRE, ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, SUCH PARTY (ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES) HEREBY IRREVOCABLY (I) WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS WITH RESPECT TO THIS AGREEMENT AND (II) SUBMITS TO THE PERSONAL JURISDICTION OF ANY COURT DESCRIBED IN THIS SECTION 12.04.**

12.05 Further Assurances. Each Party agrees (a) to furnish upon request to each other such further information, (b) to execute, acknowledge, and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

12.06 Waiver. The rights and remedies of the Parties are cumulative and not alternative. Neither the failure nor any delay by either Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable Legal Requirement, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party, (b) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (c) no notice to or demand on one Party shall be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

12.07 Entire Agreement and Modification. Subject to Section 12.13, this Agreement supersedes all prior discussions, communications, and agreements (whether oral or written) between the Parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended or otherwise modified except by a written agreement executed by both Parties. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by either Party that is not embodied in this Agreement together with the documents, instruments, and writings that are delivered pursuant hereto, and neither Party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of any Schedule or Exhibit hereto, the terms and provisions of this Agreement shall govern, control, and prevail.

12.08 Assignments, Successors, and No Third Party Rights. Neither Party may assign any of its rights, liabilities, covenants, or obligations under this Agreement without the prior written consent of the other Party (which consent may be granted or denied at the sole discretion of the other Party); *provided* that Buyer (without the consent of Seller) may assign all or part of its rights under this Agreement (including its rights to receive the Assets) to one or more Affiliates, and (a) any assignment (other than an assignment by Buyer to an Affiliate) made without such consent shall be void, and (b) in the event of such consent (or an assignment by Buyer to an Affiliate), such assignment nevertheless shall not relieve such assigning Party of any of its obligations under this Agreement without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement shall apply to, be binding in all respects upon,

and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement or any other agreement contemplated herein shall be construed to give any Person other than the Parties and their permitted assignees (and Buyer Group and Seller Group who are entitled to indemnification under Article 10), any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. Subject to the preceding sentence, this Agreement, any other agreement contemplated herein, and all provisions and conditions hereof and thereof, are for the sole and exclusive benefit of the Parties and such other agreements (and Buyer Group and Seller Group who are entitled to indemnification under Article 10), and their respective successors and permitted assigns.

12.09 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

12.10 Article and Section Headings, Construction. The headings of Sections, Articles, Exhibits, and Schedules in this Agreement are provided for convenience only and shall not affect its construction or interpretation. All references to “Section,” “Article,” “Exhibit,” or “Schedule” refer to the corresponding Section, Article, Exhibit, or Schedule of this Agreement. Unless expressly provided to the contrary, the words “hereunder,” “hereof,” “herein,” and words of similar import are references to this Agreement as a whole and not any particular Section, Article, Exhibit, Schedule, or other provision of this Agreement. Each definition of a defined term herein shall be equally applicable both to the singular and the plural forms of the term so defined. All words used in this Agreement shall be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word “including” does not limit the preceding words or terms and (in its various forms) means including without limitation. If the date specified in this Agreement for giving any notice or taking any action is not a Business Day (or if the period during which any notice is required to be given or any action taken expires on a date which is not a Business Day), then the date for giving such notice or taking such action (or the expiration date of such period during which notice is required to be given or action taken) shall be the next day which is a Business Day. Each Party has had substantial input into the drafting and preparation of this Agreement and has had the opportunity to exercise business discretion in relation to the negotiation of the details of the Contemplated Transactions. This Agreement is the result of arm’s-length negotiations from equal bargaining positions. This Agreement shall not be construed against either Party, and no consideration shall be given or presumption made on the basis of who drafted this Agreement or any particular provision hereof or who supplied the form of Agreement.

12.11 Counterparts. This Agreement may be executed and delivered (including by facsimile or e-mail transmission) in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

12.12 Press Release. Subject to Section 12.13, any Party wishes to make a press release or other public announcement respecting this Agreement or the Contemplated Transactions, such Party will provide the others with a draft of the press release or other public announcement for review at least one (1) Business Days prior to the time that such press release or other public announcement is to be made. The Parties will attempt in good faith to expeditiously reach agreement on such press release or other public announcement and the contents thereof; *provided* that failure to reach such agreement shall not prohibit a Party from (a) making a press release or public announcement that does not include the other Party's name or (b) making any filings or disclosures required by Legal Requirements or any standards or rules of any stock exchange to which such Party or any of its Affiliates is subject. Failure to provide comments back to the other Party within two (2) Business Days of receipt of the draft release or announcement will be deemed consent to the public disclosure of such press release or other public announcement and the content thereof. Seller and Buyer shall each be liable for the compliance of their respective Affiliates with the terms of this Section 12.12. Notwithstanding anything to the contrary in this Section 12.12, no Party shall issue a press release or other public announcement that includes the name of a non-releasing Party or its Affiliates without the prior written consent of such non-releasing Party (which consent may be withheld in such non-releasing Party's sole discretion).

12.13 Confidentiality. The Confidentiality Agreement shall terminate on the Closing Date and will thereafter be of no further force or effect. Each Party shall keep confidential, and cause its Affiliates and instruct its Representatives to keep confidential, all terms and provisions of this Agreement, except (a) as required by Legal Requirements or any standards or rules of any stock exchange to which such Party or any of its Affiliates is subject, (b) for information that is available to the public on the Closing Date, or thereafter becomes available to the public other than as a result of a breach of this Section 12.13, (c) to the extent required to be disclosed in connection with complying with or obtaining a waiver of any Preferential Purchase Right or Consent, (d) to any Affiliate or Representative, (e) in the case of Buyer, to any potential purchase of (or joint venture partner with respect to) all or any portion of the Assets and any direct and/or indirect (current or potential) investor or lender, and (f) to the extent that such Party must disclose the same in any Proceeding brought or Threatened by or against it to enforce or defend its rights under this Agreement. This Section 12.13 shall not prevent either Party from recording the Instruments of Conveyance delivered at the Closing or from complying with any disclosure requirements of Governmental Bodies that are applicable to the transfer of the Assets. Additionally, from and after the Closing, Seller shall keep confidential and not use any of the Records other than for tax purposes or in connection with any Proceeding or Threatened Proceeding against Seller. The covenant set forth in this Section shall terminate two (2) years after the Closing Date.

12.14 Name Change. As promptly as practicable, but in any event within sixty (60) days after the Closing Date, Buyer shall eliminate, remove or paint over the use of the name "Linn" and variants thereof from the Assets, and, except with respect to such grace period for eliminating the existing usage, shall have no right to use any logos, trademarks, or trade names belonging to Seller or any of its Affiliates. Buyer shall be solely responsible for any direct or indirect costs or expenses resulting from the change in use of name and any resulting notification or approval requirements.

12.15 Preparation of Agreement. Both Seller and Buyer and their respective counsel participated in the preparation of this Agreement. In the event of any ambiguity in this Agreement, no presumption shall arise based on the identity of the draftsman of this Agreement.

12.16 Appendices, Exhibits and Schedules. All of the Appendices, Exhibits and Schedules referred to in this Agreement are hereby incorporated into this Agreement by reference and constitute a part of this Agreement. Each Party to this Agreement and its counsel has received a complete set of Appendices, Exhibits and Schedules prior to and as of the execution of this Agreement.

12.17 Specific Performance. Each Party hereby acknowledges and agrees that the rights of each Party to consummate the Contemplated Transactions are special, unique and of extraordinary character and that, if before Closing, Seller, or after Closing, Buyer or Seller, violates or fails or refuses to perform any covenant or agreement made by it herein, the non-breaching Parties may be without an adequate remedy at Law. If before Closing, Seller, or after Closing, Buyer or Seller, violates or fails or refuses to perform any covenant or agreement made by such Party herein, the non-breaching Parties, subject to the terms hereof and in addition to any remedy at Law for damages or other relief permitted under this Agreement, may (at any time prior to the valid termination of this Agreement pursuant to Article 9) institute and prosecute an action in any court of competent jurisdiction to enforce specific performance of such covenant or agreement or seek any other equitable relief, without the necessity of proving actual damages or posting of a bond. For clarity, Seller shall only have the right to seek specific performance of Buyer's covenants and agreements contained herein following the Closing.

12.18 Non-Recourse. This Agreement may only be enforced against, and any Damages based upon, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement may only be brought against, the entities that are expressly named as Parties hereto and then only with respect to the specific obligations set forth herein or therein with respect to such Party. For further clarity, no past, present or future director, manager, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or other representative (in each case, in their capacities as such) of any Party hereto or of any Affiliate of any Party hereto or any such past, present or future director, manager, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or other representative (in each case, in their capacities as such) (collectively, a "Party Affiliate"), or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any Party hereto or thereto under this Agreement or for any Damages based on, in respect of or by reason of the transactions contemplated hereby or thereby.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

SELLER:

Linn Energy Holdings, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

Linn Operating, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

BUYER:

Denbury Onshore, LLC

By: /s/ Matthew Dahan
Name: Matthew Dahan
Title: Vice President – North Region Production Operations

FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT

This First Amendment to Purchase and Sale Agreement (this "***Amendment***"), dated as of June 30, 2017, is made and entered into by and among Linn Energy Holdings, LLC, a Delaware limited liability company, and Linn Operating, LLC, a Delaware limited liability company (collectively, "***Seller***") and Denbury Onshore, LLC, a Delaware limited liability company ("***Buyer***"). Seller and Buyer are each referred to as a "***Party***" and collectively referred to as the "***Parties***." Capitalized terms used but not defined in this Amendment shall have the meanings given to such terms in the PSA (as hereinafter defined).

WHEREAS, Seller and Buyer are parties to that certain Purchase and Sale Agreement, dated as of May 25, 2017 (as amended by this Amendment and as further amended from time to time, the "***PSA***"); and

WHEREAS, the Parties desire to amend the PSA as more specifically set forth in this Amendment.

NOW, THEREFORE, in consideration of the closing of the transactions contemplated under the PSA, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Amendments to the PSA. Pursuant to Section 12.07 of the PSA and notwithstanding anything to the contrary in the PSA, the following amendments to the PSA are made effective as of the Execution Date:

(a) Exhibit A to the PSA is hereby deleted in its entirety and replaced with Exhibit A attached hereto; and

(b) Exhibit B to the PSA is hereby deleted in its entirety and replaced with Exhibit B attached hereto.

2. Defect Notice Waiver. Buyer hereby waives all Title Defects asserted in that certain Title Defect Notice delivered by Buyer to Seller on June 26, 2017.

3. Compliance with PSA. The Parties acknowledge that this Amendment complies with the requirements to alter or amend the PSA, as stated in Section 12.07 of the PSA. The PSA, as amended herein, is ratified and confirmed, and all other terms and conditions of the PSA not modified by this the Amendment shall remain in full force and effect. All references to the PSA shall be considered to be references to the PSA as modified by Amendment.

4. Incorporation. The Parties acknowledge that this Amendment shall be governed by the terms of Article XII of the Purchase Agreement and such provisions shall be incorporated herein, *mutatis mutandis*.

5. Counterparts. This Amendment may be executed and delivered (including by facsimile or e-mail transmission) in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment and all of which, when taken together, shall be deemed to constitute one and the same agreement.

[*Signature pages follow*.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the date first written above.

SELLER:

Linn Energy Holdings, LLC

By: /s/ Carlos A. De Ayala
Name: Carlos A. De Ayala
Title: Vice President, Business Development and Strategy Planning

Linn Operating, LLC

By: /s/ Carlos A. De Ayala
Name: Carlos A. De Ayala
Title: Vice President, Business Development and Strategy Planning

BUYER:

Denbury Onshore, LLC

By: /s/ John Kleckner
Name: John Kleckner
Title: Director - Acquisitions and Divestitures

[*Signature Page to First Amendment to Purchase and Sale Agreement*]

Exhibit 2.6
Execution Version

PURCHASE AND SALE AGREEMENT
DATED JUNE 1, 2017,
BY AND BETWEEN
LINN ENERGY HOLDINGS, LLC, LINN OPERATING, LLC, AND LINN MIDSTREAM, LLC
AS SELLER,
AND
BRIDGE ENERGY LLC
AS BUYER

TABLE OF CONTENTS

EXHIBITS AND SCHEDULES

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of June 1, 2017 (the "Execution Date"), by and between Linn Energy Holdings, LLC, a Delaware limited liability company ("LEH"), Linn Operating, LLC, a Delaware limited liability company ("LOI"), and Linn Midstream, LLC, a Delaware limited liability company, ("LM" and together with LEH and LOI the "Seller"), and Bridge Energy LLC a Delaware limited liability company, ("Buyer"). Seller and Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITAL

Seller desires to sell, and Buyer desires to purchase, all of Seller's right, title and interest in and to certain oil and gas properties and related assets and contracts, effective as of the Effective Time, for the consideration and on the terms set forth in this Agreement.

AGREEMENT

For and in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, in addition to other capitalized terms defined in this Agreement, the following terms have the meanings specified or referred to in this Article 1 when capitalized:

"AAA" – the American Arbitration Association.

"Accounting Expert" - as defined in Section 2.05(d).

"Aera Lease" – that certain oil and gas lease entered into as of February 1, 2007 by and among Aera Energy, LLC, Linn Energy, LLC, Linn Energy Holdings, LLC, Linn Western Operating, Inc., and Blacksand Energy, LLC.

"Aera Sinking Fund" – that certain sinking fund account established pursuant to that certain Sinking Fund Trust Agreement effective as of February 1, 2007 by and among Linn Energy, LLC, Linn Energy Holdings, LLC, Linn Western Operating, Inc., Blacksand Energy, LLC and Aera Energy LLC, which is checking account number 2000035845843 and savings account number 2000035845898 in the name of Linn Operating, LLC at Well Fargo Bank, N.A.

"AFE" – as defined in Section 3.13.

"Affiliate" – with respect to a Party, any Person directly or indirectly controlled by, controlling, or under common control with, such Party, including any subsidiary of such Party and any "affiliate" of such Party within the meaning of Reg. §240.12b-2 of the Securities

Exchange Act of 1934, as amended. As used in this definition, "control" means possession, directly or indirectly, of the power to direct or cause the direction of management, policies, or action through ownership of voting securities, contract, voting trust, or membership in management or in the group appointing or electing management or otherwise through formal or informal arrangements or business relationships, provided however, that KKR & Co. L.P. and its affiliates, including any portfolio companies of investment funds controlled by affiliates of KKR & Co. L.P. (other than Buyer and any wholly-owned subsidiaries of Buyer) shall not be deemed to be an Affiliate of Buyer for purposes of this Agreement. The terms "controlled by," "controlling," and other derivatives shall be construed accordingly.

"Aggregate Defect Deductible" – an amount equal to two and one-half percent (2.5%) of the unadjusted Purchase Price.

"Aggregate Environmental Defect Value" – as defined in Section 11.12.

"Aggregate Title Defect Value" – as defined in Section 11.07.

"Allocated Values" – the values assigned among the Assets as set forth on Schedule 2.07(a).

"Alternative Financial Statement" – as defined in Section 6.05(a)(ii).

"Annual Financial Statements" – as defined in Section 6.05(b)(i).

"Applicable Contracts" – all Contracts to which Seller is a party or is bound that primarily relate to any of the Assets and (in each case) that will be binding on Buyer after the Closing, including: communitization agreements; net profits agreements; production payment agreements; area of mutual interest agreements; joint venture agreements; confidentiality agreements; farmin and farmout agreements; bottom hole agreements; crude oil, condensate, and natural gas purchase and sale, gathering, transportation, and marketing agreements; hydrocarbon storage agreements; acreage contribution agreements; operating agreements; balancing agreements; pooling declarations or agreements; unitization agreements; processing agreements; saltwater disposal agreements; facilities or equipment leases; and other similar contracts and agreements, but exclusive of any master service agreements and Contracts to the extent relating to the Excluded Assets.

"Asset Taxes" – ad valorem, property, excise, severance, production, sales, real estate, use, personal property and similar Taxes (including any interest, fine, penalty or additions to tax imposed by Governmental Bodies in connection with such Taxes) based upon the operation or ownership of the Assets, the production of Hydrocarbons or the receipt of proceeds therefrom, but excluding, for the avoidance of doubt, income or franchise Taxes based upon, measured by, or calculated with respect to net income, profits, capital, or similar measures (or multiple bases, including corporate, franchise, business and occupation, business license, or similar Taxes, if net income, profits, capital, or a similar measure is one of the bases on which such Tax is based, measured, or calculated) and Transfer Taxes.

"Assets" – all of Seller's right, title, and interest in, to, and under the following, without duplication, except to the extent constituting Excluded Assets:

(a) all of the oil and gas leases and subleases located in Orange County or Los Angeles County, California (including the oil and gas leases and subleases described in Exhibit A), together with any and all other right, title and interest of Seller in and to the leasehold estates created thereby subject to the terms, conditions, covenants and obligations set forth in such leases or Exhibit A (such interest in such leases, the "Leases"), all related rights and interests in the lands covered by the Leases and any lands pooled or unitized therewith (such lands, the "Lands"), and all Royalties applicable to the Leases;

(b) any and all oil, gas, water, CO2 and disposal wells located on any of the Lands or Fee Minerals (such interest in such wells, including the wells set forth in Exhibit B, the "Wells"), and all Hydrocarbons or water produced therefrom or allocated thereto from and after the Effective Time;

(c) all fee mineral interests within Orange County or Los Angeles County, California, including those described in Exhibit A-2 (such interest, the "Fee Minerals");

(d) all rights and interests in, under or derived from all unitization and pooling agreements, declarations and orders in effect with respect to any of the Leases, Fee Minerals or Wells and the units created thereby (the "Units");

(e) to the extent that they may be assigned, transferred or re-issued by Seller (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee), all permits, licenses, allowances, water rights, registrations, consents, orders, approvals, variances, authorizations, servitudes, easements, rights-of-way, surface leases, other surface and subsurface interests and surface and subsurface rights to the extent appurtenant to or used primarily in connection with the ownership, operation, production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from the Properties or any of the Assets, including those described on Exhibit A-3 (collectively, the "Easements") (the Leases, the Lands, the Fee Minerals, the Units, the Easements and the Wells being collectively referred to hereinafter as the "Properties" or individually as a "Property");

(f) all equipment, machinery, fixtures and other personal, movable and mixed property located on any of the Properties or other Assets that is used primarily in connection therewith, including those items listed in Exhibit C, and including well equipment, casing, tubing, pumps, motors, machinery, platforms, rods, tanks, boilers, fixtures, compression equipment, flowlines, pipelines, gathering systems associated with the Wells, manifolds, processing and separation facilities, pads, structures, materials, and other items primarily used in the operation thereof (collectively, the "Personal Property");

(g) the real property described on Exhibit A-4 and any Personal Property located thereon;

(h) all pipelines and gathering systems described on Exhibit A-5;

(i) all surface deeds described on Exhibit A-6;

(j) the vehicles described on Exhibit A-7;

(k) all salt water disposal wells and evaporation pits that are located on the Lands;

(l) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee), all Applicable Contracts and all rights thereunder insofar as and only to the extent relating to the Assets;

(m) all Imbalances relating to the Assets;

(n) the Suspense Funds;

(o) the Specified Receivables;

(p) originals (if available, and otherwise copies) and copies in digital form (if available) of all of the books, files, records, information and data, whether written or electronically stored, primarily relating to the Assets in Seller's possession, including: (i) land and title records (including prospect files, maps, lease records, abstracts of title, title opinions and title curative documents); (ii) Applicable Contract files; (iii) correspondence; (iv) operations, environmental, production, accounting and Asset Tax records (other than, for the avoidance of doubt, those relating to income Taxes or that relate to Seller's businesses generally); (v) facility and well records; and (vi) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee), geological, geophysical, gravitational, seismic, engineering and technical data (excluding interpretive data) and all Well logs (collectively, "Records");

(q) all Hydrocarbons in storage or existing in stock tanks, pipelines or plants (including inventory and line fill);

(r) the Aera Sinking Fund; provided the Aera Sinking Fund will not be assigned and will be treated as an Excluded Asset if the Aera Lease is treated as an Excluded Asset; provided further that the Area Lease will not be assigned and will be treated as an Excluded Asset if the Aera Sinking Fund is treated as an Excluded Asset.

(s) the carbon dioxide allowances and offset credits described on Schedule 1.1(a) (the "Carbon Credits"), which does not include any Carbon Credits actually used by Seller prior to Closing to satisfy Emissions Fees actually imposed against Seller or with respect to the Assets prior to Closing;

(t) all radio equipment, SCADA and measurement technology, and other production related mobility devices (such as SCADA controllers), well communication devices, and any other information technology systems and licenses associated with the foregoing, in each case only to the extent such assets and licenses are (i) used or held for use solely in connection with the operation of the Properties, (ii) assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* Seller shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Buyer), and (iii) located on the Property (the "Production Related IT Equipment");

(u) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee), all Permits and all rights thereunder insofar as and only to the extent relating to the Assets;

(v) all Encumbrances securing payment for the sale or other disposition of Hydrocarbons produced from or allocated to the Properties, including the security interests granted under applicable Uniform Commercial Code provisions, but only to the extent that such Encumbrances relate to the period from and after the Effective Time; and

(w) all rights, claims and causes of action to the extent, and only to the extent, that such rights, claims or causes of action are associated with the Assets as of the Closing Date and (A) relate to the period from and after the Effective Time or (B) relate to both the period prior to the Effective Time and the Assumed Liabilities for which Buyer is responsible, including, all rights of Seller under the Bankruptcy Order issued by the Bankruptcy Court to affirmatively file certain releases of Encumbrances affecting the Assets securing obligations related to periods prior to the Effective Time; *provided* that, at Buyer's request, Seller shall use its reasonable efforts to enforce, for the benefit of Buyer, at Buyer's cost and expense, any right, claim or cause of action that would otherwise be transferred hereunder but is not transferable.

"Assignment" – the Assignment and Bill of Sale from Seller to Buyer, pertaining to the Assets, substantially in the form attached to this Agreement as Exhibit D.

"Assumed Liabilities" – as defined in Section 2.06.

"Assumed Litigation" – the litigation set forth in Schedule 3.05 Part A.

"Available Employee"– certain employees of Seller or its Affiliates identified in the Employee Letter to whom Buyer may, but shall not be obligated to, make an offer of employment; *provided*, *however* that Seller may not identify employees in the Employee Letter beyond the job titles indicated on Exhibit J without approval of the Buyer.

"Bankruptcy Cases" – the bankruptcy cases commenced by the filing by Seller (or its applicable predecessor or Affiliate) for voluntary petitions for relief under chapter 11 of title 11 of the United States Code in the Bankruptcy Court that were jointly administered under Case No. 16-60040.

"Bankruptcy Court" – the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

"Breach" – a "Breach" of a representation, warranty, covenant, obligation, or other provision of this Agreement or any certificate delivered pursuant to Section 2.04(a)(iii) or Section 2.04(b)(iii) of this Agreement shall be deemed to have occurred if there is or has been any inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation, or other provision.

"Business Day" – any day other than a Saturday, Sunday, or any other day on which commercial banks in the State of Texas are authorized or required by law or executive order to close.

"Buyer" – as defined in the preamble to this Agreement.

"Buyer's Auditor" – as defined in Section 6.05(b)(i).

"Buyer's Closing Documents" – as defined in Section 4.02(a).

"Buyer Group" – Buyer and its Affiliates, and their respective Representatives.

"Buyer Related Parties" – as defined in Section 9.02(e).

"Buyer Savings Plan" – as defined in Section 12.04.

"Carbon Credits" – as set forth in the definition of "Assets".

"Casualty Loss" – as defined in Section 11.14.

"COBRA" – as defined in Section 12.06.

"Closing" – the closing of the Contemplated Transactions.

"Closing Date" – as defined in Section 2.03.

"Code" – the Internal Revenue Code of 1986, as amended.

"Complete Remediation" – with respect to an Environmental Defect, a remediation or cure of such Environmental Defect which is completed in accordance with the Lowest Cost Response.

"Confidentiality Agreement" – that certain confidentiality agreement dated as of March 4, 2017 by and between Linn Energy Holdings, LLC and Pacific Coast Energy Company LP.

"Consent" – any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization) from any Person or obligation to provide advance notice to any Person that is required to be obtained in connection with the execution or delivery of this Agreement or the consummation of the Contemplated Transactions.

"Contemplated Transactions" – all of the transactions contemplated by this Agreement, including:

(a) the sale of the Assets by Seller to Buyer;

(b) the performance by the Parties of their respective covenants and obligations under this Agreement; and

(c) Buyer's acquisition, ownership, and exercise of control over the Assets.

"Continuing Employees" – as defined in Section 12.03(d).

"Contract" – any written or oral contract, agreement or any other legally binding arrangement, but excluding, however, any Lease, easement, right-of-way, permit or other instrument creating or evidencing an interest in the Assets or any real or immovable property related to or used in connection with the operations of any Assets.

"Contingent Purchase Price" – as defined in Section 2.02(b).

"Cure" – as defined in Section 11.06.

"Damages" – any and all claims, demands, payments, charges, judgments, assessments, losses, liabilities, damages, penalties, fines, expenses, costs, fees, settlements, and deficiencies, including any attorneys' fees, legal, and other costs and expenses suffered or incurred therewith.

"Debt Financing" – the amendment or replacement by Buyer's and its Affiliates of their reserve based credit facility and/or any other alternative debt financing incurred or intended to be incurred by Buyer and its Affiliates, in each case, in regards to financing the Contemplated Transactions.

"De Minimis Environmental Defect Cost" – Twenty Five Thousand Dollars ($25,000).

"De Minimis Title Defect Cost" – Twenty Five Thousand Dollars ($25,000).

"Deed" – the Deed from Seller to Buyer, pertaining to the applicable surface fee interests and Fee Minerals included in the Assets, substantially in the form attached to this Agreement as Exhibit G.

"Defect Notice Date" – as defined in Section 11.04.

"Defensible Title" – record and beneficial title of Seller with respect to the Wells that, as of the Effective Time and Closing Date (for the entire productive life of such Wells) and subject to the Permitted Encumbrances, is deducible of record and/or evidenced by unrecorded instruments or elections, in each case, made or delivered pursuant to joint operating agreements, pooling agreements, unitization agreements or any other Contract, Fee Mineral or Lease and:

(a) with respect to each currently producing formation set forth in Exhibit B for each Well (in each case, subject to any reservations, limitations or depth restrictions described in Exhibit B), entitles Seller to receive not less than the Net Revenue Interest set forth in Exhibit B for such producing formation, except for (i) decreases in connection with those operations in which Seller or its successors or assigns may from and after the Execution Date and in accordance with the terms of this Agreement elect to be a non-consenting co-owner as permitted pursuant to this Agreement, (ii) decreases resulting from the establishment or amendment from and after the Execution Date of pools or units in accordance with this Agreement as permitted pursuant to this Agreement, and (iii) decreases required to allow other Working Interest owners to make up past underproduction or pipelines to make up past under deliveries;

(b) with respect to each currently producing formation set forth in Exhibit B for each Well (in each case, subject to any reservations, limitations or depth restrictions described in Exhibit B), obligates Seller to bear not more than the Working Interest set forth in Exhibit B for such producing formation, except (i) increases resulting from contribution requirements with respect to defaulting co-owners under from and after the Execution Date under applicable operating agreements, or (ii) increases to the extent that such increases are accompanied by a proportionate increase in Seller's Net Revenue Interest; and

(c) is free and clear of all Encumbrances.

"Deposit Amount" – Ten percent (10%) of the unadjusted Purchase Price (including any interest accrued thereon).

"Discharged Claims" – all Claims (as defined in 11 U.S.C. § 101(5)) that (i) were discharged in the Bankruptcy Cases and were treated in accordance with the Plan of Reorganization, or (ii) would have been discharged in the Bankruptcy Cases were discharged in the Bankruptcy Cases pursuant to the Plan of Reorganization or otherwise in the event the holder of such Claim had received proper notice of (a) the pendency of the Bankruptcy Cases, (b) the opportunity to timely file a Claim therein, and (c) the opportunity to timely object to the Plan of Reorganization.

"Dispute Notice" – as defined in Section 2.05(d).

"Disputed Matter" – as defined in Section 11.15(a).

"DOJ" – the Antitrust Division of the U.S. Department of Justice.

"DTPA" – as defined in Section 4.11.

"Easement" or "Easements" – as set forth in the definition of "Assets".

"Effective Time" – March 1, 2017, at 12:01 a.m. local time at the location of the Assets.

"Emissions Fees" – any taxes, fees or similar payments imposed by any Governmental Body, the amount of which is calculated and/or determined based on emissions from the Assets.

"Employee Letter" – as defined in Section 12.03.

"Employee Start Date" – with respect to each Continuing Employee (i) who is not on a leave of absence on the Transition Date, the Transition Date and (ii) who is on a Seller-approved leave of absence on the Transition Date, the date on which such employee reports to work at such employee's work location, provided that such employee reports to work on or prior to the earlier to occur of the first Business Day following the end of the Seller-approved leave period or the twelve (12)-month anniversary of the Closing Date (or, if such anniversary falls on a weekend or holiday, the first Business Day following such anniversary).

"Encumbrance" – any charge, equitable interest, privilege, lien, mortgage, deed of trust, production payment, option, pledge, collateral assignment, security interest, or other arrangement substantially equivalent thereto.

"Environmental Condition" – any event occurring or condition existing on the Execution Date or on or before the Defect Claim Date with respect to the Assets that causes an Asset (or Seller or its Affiliates with respect to such Asset) to be subject to remediation under, or in violation of, an Environmental Law, the Easements or the Leases or Fee Minerals, other than any such event or condition to the extent caused by or relating to NORM or that was disclosed pursuant to Schedule 3.14.

"Environmental Defect" – an Environmental Condition discovered by Buyer or its Representatives as a result of any environmental diligence conducted by or on behalf of Buyer pursuant to Section 11.09 of this Agreement.

"Environmental Defect Notice" – as defined in Section 11.10.

"Environmental Defect Value" – with respect to each Environmental Defect, the amount of the Lowest Cost Response for such Environmental Defect.

"Environmental Law" – any applicable Legal Requirement in effect as of the Execution Date relating to pollution or the protection of the environment, including those Legal Requirements relating to the storage, handling, and use of Hazardous Materials and those Legal Requirements relating to the generation, processing, treatment, storage, transportation, disposal or other management thereof. The term "Environmental Law" does not include (a) good or desirable operating practices or standards that may be voluntarily employed or adopted by other oil and gas well operators or recommended, but not required, by a Governmental Body or (b) the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 *et seq.*, as amended, or any other Legal Requirement governing worker safety or workplace conditions, except to the extent that such Legal Requirements expressly address matters related to pollution, the environment or Hazardous Materials.

"Environmental Liabilities" – all costs, Damages, expenses, liabilities, obligations, and other responsibilities arising from or under either Environmental Laws or Third Party claims relating to any Environmental Condition, and which relate to the Assets or the ownership or operation of the same.

"ERISA" – the Employee Retirement Security Act of 1974, as amended.

"ERISA Affiliate" – with respect to any entity, any other entity, trade or business that is a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes such first entity, or that is a member of the same "controlled group" as such first entity pursuant to Section 4001(a)(14) of ERISA.

"Escrow Account" – as defined in Section 2.02.

"Escrow Agent" – JPMorgan Chase Bank, N.A.

"Escrow Agreement" – as defined in Section 2.02.

"Excluded Assets" – with respect to Seller, (a) all of Seller's corporate minute books, financial records and other business records that relate to Seller's business generally (including the ownership and operation of the Assets); (b) except to the extent related to any Assumed Liabilities and except for the Aera Sinking Fund, all trade credits, all accounts, all receivables of Seller and all other proceeds, income or revenues of Seller attributable to the Assets and attributable to any period of time prior to the Effective Time (other than the Suspense Funds and Specified Receivables); (c) except to the extent related to any Assumed Liabilities all claims and causes of action of Seller or its Affiliates that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds); (d) except to the extent related to any Assumed Liabilities subject to Section 11.14, all rights and interests of Seller (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property; (e) Seller's rights with respect to all Hydrocarbons produced and sold from the Assets with respect to all periods prior to the Effective Time; (f) all claims of Seller or any of its Affiliates for refunds of, rights to receive funds from any Governmental Body, or loss carry forwards or credits with respect to (i) Asset Taxes attributable to any period (or portion thereof) prior to the Effective Time, (ii) income Taxes paid by Seller or its Affiliates, or (iii) any Taxes attributable to the Excluded Assets; (g) all information technology assets, other than the Production Related IT Equipment, including all desktop computers, laptop computers, servers, networking equipment and any associated peripherals and other computer hardware, or computer software and telephone equipment; (h) except to the extent related to any Assumed Liabilities, all rights, benefits and releases of Seller or its Affiliates under or with respect to any Contract that are attributable to periods of time prior to Closing; (i) all of Seller's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (j) except for any title opinions, surveys or other similar title documents and any environmental assessments, all documents and instruments of Seller that are protected by an attorney-client privilege or any attorney work product doctrine; (k) all data that cannot be disclosed to Buyer as a result of confidentiality arrangements under existing written agreements, provided that Seller shall use its commercially reasonable efforts (but without payment of any fee) to obtain a waiver of any such restrictions; (l) except to the extent related to any Assumed Liabilities, all audit rights or obligations of Seller for which Seller bears responsibility arising under any of the Applicable Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets, except for any Imbalances assumed by Buyer; (m) Seller's interpretations of any geophysical or other seismic and related technical data and information relating to the Assets; (n) documents prepared or received by Seller or its Affiliates with respect to (i) lists of prospective purchasers for such transactions compiled by Seller, (ii) bids submitted by other prospective purchasers of the Assets, (iii) analyses by Seller or its Affiliates of any bids submitted by any prospective purchaser, (iv) correspondence between or among Seller, its Representatives, and any prospective purchaser other than Buyer, and (v) correspondence between Seller or any of its Representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated by this Agreement; (o) except for field offices described on Exhibit A-4, any offices, office leases and any personal property located in or on such offices or office leases; (p) other than any tract of land described in the Surface Deeds listed on Exhibit A-6, in any Easement listed in Exhibit A-3 or the Fee Minerals listed on Exhibit A-2 any fee simple surface estate; (q) any fee mineral interests that are not Fee Minerals, and any right to production revenues associated therewith; (r) a copy of all Records; (s) any Contracts that constitute master services agreements or similar contracts; (t) all Hedge Contracts, if any; (u) any debt

instruments; (v) any of Seller's assets other than the Assets; (w) all of Seller's right, title and interest in and to any carbon dioxide allowances other than the Carbon Credits, together with any carbon dioxide allowances used by Seller prior to Closing to satisfy Emissions Fees imposed against Seller with respect to the Assets prior to Closing(x) any leases, rights and other assets specifically listed in Exhibit E; and (y) that certain Tonner Canyon Prospect Agreement Covering Portions of Los Angeles and Orange Counties, California, dated effective August 1, 2006, by and between Glenn Gregory (d/b/a Gregory Geological Services) and Linn Western Operating, Inc.

"Excluded Employee Liabilities" means the following liabilities of Seller and/or any Affiliate of such Seller relating to any employee or any other current or former employee or other service provider of Seller or any Affiliate of Seller, or any spouse, dependent or beneficiary thereof: (i) any liabilities assumed by Seller pursuant to Article XII, (ii) any liabilities arising under the WARN Act with respect to any mass layoff, plant closing or other termination of employees, in any case, occurring on or prior to the Closing Date, (iii) any liabilities arising under COBRA with respect to an Available Employee who does not become a Continuing Employee, (iv) any liabilities that is or may be imposed on Seller or any Affiliate of Seller due to such entity's status as an ERISA Affiliate of any other entity, and (v) any claim of an unfair labor practice, or any claim under any state unemployment compensation or worker's compensation Legal Requirement or regulation or under any federal or state employment Legal Requirement or other Legal Requirement or regulation relating to employment, discrimination, classification or other matters relating to employees or other service providers, in any case, with respect to (A) any employee or other service provider of Seller or any Affiliate of Seller who does not become a Continuing Employee (or any dependent or beneficiary thereof), and (B) any Continuing Employee, to the extent arising on or prior to such employee's Employee Start Date.

"Execution Date" – as defined in the preamble to this Agreement.

"Expert" – as defined in Section 11.15(b).

"Expert Decision" – as defined in Section 11.15(d).

"Expert Proceeding Notice" – as defined in Section 11.15(a).

"Fee Minerals" – as set forth in the definition of "Assets".

"Final Amount" – as defined in Section 2.05(d).

"Final Settlement Date" – as defined in Section 2.05(d).

"Final Settlement Statement" – as defined in Section 2.05(d).

"Financing Sources" – any potential or actual lenders and investors for the Debt Financing, together with their Affiliates and their respective Representatives.

"FTC" – the Federal Trade Commission.

"Fundamental Representations" – those representations set forth in Sections 3.01, 3.02, 3.03 and 3.06.

"GAAP" – generally accepted accounting principles in the United States as interpreted as of the Execution Date.

"Governmental Authorization" – any approval, consent, license, permit, registration, variance, exemption, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

"Governmental Body" – any (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, tribal or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multi-national organization or body; or (e) body exercising, or entitled to exercise, any administrative, arbitration, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Group" – either Buyer Group or Seller Group, as applicable.

"Hazardous Materials" – any (a) chemical, constituent, material, pollutant, contaminant, substance, or waste that is regulated by any Governmental Body or may form the basis of liability under any Environmental Law; and (b) petroleum, Hydrocarbons, or petroleum products.

"Hedge Contract" – any Contract to which Seller or any of its Affiliates is a party with respect to any swap, forward, future or derivative transaction or option or similar agreement, whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

"HSR Act" – the Hart-Scott-Rodino-Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Hydrocarbons" – oil and gas and other hydrocarbons (including condensate) produced or processed in association therewith (whether or not such item is in liquid or gaseous form), or any combination thereof, and any minerals produced in association therewith.

"Imbalances" – over-production or under-production or over-deliveries or under-deliveries with respect to Hydrocarbons produced from or allocated to the Assets, regardless of whether such over-production or under-production or over-deliveries or under-deliveries arise at the wellhead, pipeline, gathering system, transportation system, processing plant, or other location, including any imbalances under gas balancing or similar agreements, imbalances under production handling agreements, imbalances under processing agreements, imbalances under the Leases, and imbalances under gathering or transportation agreements.

"Individual Claim Threshold" – as defined in Section 10.05.

"Instruments of Conveyance" – the Assignment and Deed and any other assignment forms that may be required by any Governmental Body to transfer title to the Assets from Seller to Buyer. **Except for the special warranty of Defensible Title by, through and under Seller and its Affiliates contained therein, the foregoing Instruments of Conveyance shall be without warranty of title, whether express, implied, statutory, or otherwise, it being understood that Buyer shall have the right to conduct pre-Closing title due diligence as described below in Article 11, and that the rights and remedies set forth in Article 11 shall be Buyer's sole rights and remedies with respect to title.**

"Interim Financial Statements" – as defined in Section 6.05(b)(i).

"Knowledge" – an individual will be deemed to have "Knowledge" of a particular fact or other matter if such individual is actually aware of such fact or other matter, without any duty of inquiry. A Seller Party will be deemed to have "Knowledge" of a particular fact or other matter if any of the following individuals has Knowledge of such fact or other matter: Mark E. Ellis, President and Chief Executive Officer, Arden L. Walker, Jr., Executive Vice President and Chief Operating Officer, David B. Rottino, Executive Vice President and Chief Operating Officer, and Thomas E. Emmons, Senior Vice President, Corporate Services. Buyer will be deemed to have "Knowledge" of a particular fact or other matter if any of the following individuals has Knowledge of such fact or other matter: Randall H. Breitenbach, Vice President—Acquisition Activities and Peter Singh, Vice President.

"Lands" – as set forth in the definition of "Assets".

"Leases" – as set forth in the definition of "Assets".

"Legal Requirement" – any federal, state, local, municipal, foreign, international, or multinational law, Order, constitution, ordinance, or rule, including rules of common law, regulation, statute, treaty, or other legally enforceable directive or requirement.

"Lowest Cost Response" – the response required under Environmental Laws in effect as of the Defect Notice Date that addresses and resolves (for current and future use in the same manner as currently used) the identified Environmental Condition in the most cost-effective manner (considered as a whole) as compared to any other response that is required under Environmental Laws. The Lowest Cost Response shall include taking no action, leaving the condition unaddressed, periodic monitoring or the recording of notices in lieu of remediation, if such responses are allowed under Environmental Laws. The Lowest Cost Response shall not include any costs or expenses relating to the assessment, remediation, removal, abatement, transportation and disposal of any asbestos, asbestos containing materials or NORM.

"Material Adverse Effect" – any change, inaccuracy, effect, event, result, occurrence, condition or fact (for the purposes of this definition, each, an "event") (whether foreseeable or not and whether covered by insurance or not) that has had or would be reasonably likely to have, individually or in the aggregate with any other event or events, a material adverse effect on the ownership, operation or financial condition of the Assets, taken as a whole; *provided, however*, that the term "Material Adverse Effect" shall not include material adverse effects resulting from (i) entering into this Agreement or the announcement of the Contemplated Transactions; (ii)

changes in Hydrocarbon prices; (iii) any action or omission of Seller taken in accordance with the terms of this Agreement or with the prior consent of Buyer; (iv) any effect resulting from general changes in industry, economic or political conditions in the United States; (v) civil unrest, any outbreak of disease or hostilities, terrorist activities or war or any similar disorder; (vi) acts or failures to act of any Governmental Body (including any new regulations related to the upstream industry), except to the extent arising from Seller's action or inaction; (vii) acts of God, including hurricanes and storms; (viii) any reclassification or recalculation of reserves in the ordinary course of business; (ix) natural declines in well performance; (x) general changes in Legal Requirements, in regulatory policies, or in GAAP; (xi) changes in the stock price of Buyer; (xii) matters that are cured or no longer exist by the earlier of Closing and the termination of this Agreement; or (xiii) matters as to which an adjustment is provided for under Section 2.05(c) or Seller has indemnified Buyer hereunder.

"Material Contracts" – as defined in Section 3.10.

"Net Revenue Interest" – with respect to any Well, the interest in and to all Hydrocarbons produced, saved and sold from or allocated to Well (in each case, limited to the applicable currently producing formation as described in the definition of "Defensible Title" and subject to any reservations, limitations or depth restrictions described in Exhibit B (for any Well)), after satisfaction of all other Royalties.

"NORM" – naturally occurring radioactive material.

"Operating Contingencies" mean the contingencies described on Schedule 2.02(b).

"Order" – any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

"Organizational Documents" – (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the articles of organization and resolutions of a limited liability company; (c) the certificate of limited partnership and limited partnership agreement of a limited partnership; and (d) any amendment to any of the foregoing.

"Outside Date" – as defined in Section 9.01(d).

"Party" or "Parties" – as defined in the preamble to this Agreement.

"Permits" – all environmental and other governmental (whether federal, state, local or tribal) certificates, consents, permits (including conditional use permits), licenses, orders, authorizations, franchises and related instruments or rights solely relating to the ownership, operation or use of the Assets.

"Permitted Encumbrance" – any of the following:

(a) the terms and conditions of all Leases and Contracts if the net cumulative effect of such Leases and Contracts does not (i) materially interfere with the operation or use of any of the Assets (as currently operated and used), (ii) operate to reduce the Net Revenue Interest of Seller

with respect to any Well to an amount less than the Net Revenue Interest set forth in Exhibit B for such Well, (iii) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Exhibit B for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Exhibit B, in the same or greater proportion as any increase in such Working Interest); *provided, however* that any drilling obligations included in Leases will be considered Permitted Encumbrances so long as Seller is not in breach of such obligations;

(b) any Preferential Purchase Rights, Consents and similar agreements;

(c) excepting circumstances where such rights have already been triggered prior to the Effective Time, customary rights of reassignment arising upon final intention to abandon or release the Assets;

(d) liens for Taxes not yet due or delinquent;

(e) all rights to consent by, required notices to, filings with, or other actions by Governmental Bodies in connection with the conveyance of the Leases, if the same are customarily sought and received after the Closing;

(f) except for claims under the special warranty of Defensible Title set forth in the Instruments of Conveyance, Encumbrances or defects that Buyer has waived or is deemed to have waived pursuant to the terms of this Agreement or Title Defects that were not properly asserted by Buyer prior to the Defect Notice Date;

(g) all Legal Requirements and all rights reserved to or vested in any Governmental Body (i) to control or regulate any Asset in any manner; (ii) by the terms of any right, power, franchise, grant, license or permit, or by any provision of law, to terminate such right, power, franchise, grant, license or permit or to purchase, condemn, expropriate or recapture or to designate a purchaser of any of the Assets; (iii) to use such property in a manner which does not materially impair the use of such property for the purposes for which it is currently owned and operated; or (iv) to enforce any obligations or duties affecting the Assets to any Governmental Body with respect to any right, power, franchise, grant, license or permit;

(h) rights of a common owner of any interest currently held by Seller and such common owner as tenants in common or through common ownership if the net cumulative effect does not (i) materially interfere with the operation or use of any of the Assets (as currently operated and used), (ii) operate to reduce the Net Revenue Interest of Seller with respect to any Well to an amount less than the Net Revenue Interest set forth in Exhibit B for such Well, (iii) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Exhibit B for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Exhibit B, in the same or greater proportion as any increase in such Working Interest);

(i) easements, conditions, covenants, restrictions, servitudes, permits, rights-of-way, surface leases, and other rights in the Assets for the purpose of operations, facilities, roads, alleys, highways, railways, pipelines, transmission lines, transportation lines, distribution lines, power lines, telephone lines, removal of timber, grazing, logging operations, canals, ditches,

reservoirs and other like purposes, or for the joint or common use of real estate, rights-of-way, facilities and equipment, if the net cumulative effect does not (i) materially interfere with the operation or use of any of the Assets (as currently operated and used), (ii) operate to reduce the Net Revenue Interest of Seller with respect to any Well to an amount less than the Net Revenue Interest set forth in Exhibit B for such Well, (iii) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Exhibit B for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Exhibit B, in the same or greater proportion as any increase in such Working Interest);

(j) vendors, carriers, warehousemen's, repairmen's, mechanics', workmen's, materialmen's, construction or other like liens arising by operation of law in the ordinary course of business or incident to the construction or improvement of any property in respect of obligations which are not yet due or which are being contested in good faith by appropriate proceedings which are set forth on Schedule 3.05 by or on behalf of Seller;

(k) Encumbrances created under Leases or any joint operating agreements applicable to the Assets or by operation of law in respect of obligations that are not yet due if the net cumulative effect of such Encumbrances does not (i) materially interfere with the operation or use of any of the Assets (as currently operated and used), (ii) operate to reduce the Net Revenue Interest of Seller with respect to any Well to an amount less than the Net Revenue Interest set forth in Exhibit B for such Well, (iii) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Exhibit B for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Exhibit B, in the same or greater proportion as any increase in such Working Interest);

(l) any Encumbrance affecting the Assets that is discharged by Seller or expressly waived in writing by Buyer pursuant to the terms of this Agreement at or prior to Closing;

(m) the Assumed Litigation;

(n) defects based solely on assertions that Seller's files lack information (including title opinions);

(o) lessor's royalties, overriding royalties, production payments, net profits interests, reversionary interests, and similar burdens if the net cumulative effect of such burdens (i) does not materially interfere with the operation or use of any of the Assets (as currently operated and used), (ii) does not reduce the Net Revenue Interest of Seller with respect to such Well to an amount less than the Net Revenue Interest set forth in Exhibit B for such Well, and (iii) does not obligate Seller to bear a Working Interest in any amount greater than the Working Interest set forth in Exhibit B for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Exhibit B, in the same or greater proportion as any increase in such Working Interest);

(p) defects or irregularities of title (i) arising out of lack of evidence of, or other defects with respect to, authorization, execution, delivery, acknowledgement, or approval of any instrument in Seller's chain of title absent reasonable evidence of an actual claim of superior title from a Third Party attributable to such matter; (ii) consisting of the failure to recite marital status or omissions of heirship proceedings in documents (provided that such proceedings have actually occurred and can be verified); (iii) resulting from lack of survey, unless a survey is expressly required by applicable Legal Requirements; (iv) resulting from failure to record releases of liens, production payments, or mortgages that have expired by their own terms or the enforcement of which are barred by the applicable statute(s) of limitations or prescription; (v) arising out of lack of entity authorization unless Buyer provides affirmative evidence that such entity action could reasonably result in another Person's actual and superior claim of title; (vi) resulting from or related to probate proceedings or the lack thereof that have been outstanding for ten (10) years or more; (vii) based on a gap in Seller's chain of title to any Well or Lease (A) so long as such gap does not provide a Third Party with a reasonable claim of superior claim or (B) unless Buyer affirmatively shows such gap to exist in such records by an abstract of title, title opinion or landman's title chain; or (viii) consisting of the lack of a lease amendment or consent authorizing pooling or unitization unless such Lease has been pooled in violation of the terms of such Lease;

(q) Imbalances to the extent that the Purchase Price is adjusted accordingly;

(r) future plugging and surface restoration obligations that have not been triggered as of the Execution Date, but only to the extent such obligations do not interfere in any material respect with the use or operation of any Assets (as currently used or operated);

(s) calls on Hydrocarbon production under existing Contracts to the extent such Contracts are set forth on Schedule 3.10;

(t) any matters referenced or set forth on Exhibit A or Exhibit B;

(u) mortgages on the lessor's interest under a Lease, whether or not subordinate to such Lease, that have expired on their own terms or the enforcement of which are barred by applicable statute(s) of limitations or prescription;

(v) any maintenance of uniform interest provision in an operating agreement if waived in writing with respect to the Contemplated Transactions by the party or parties having the right to enforce such provision or if the violation of such provision would not give rise to the unwinding of the sale of the affected Asset from Seller to Buyer or the potential claim against Buyer or Seller for material damages in connection therewith; and

(w) any reductions in Net Revenue Interest due to the net profits interest held by Aera Energy LLC pursuant to the Aera Lease, if the net cumulative effect of such burdens does not reduce the Net Revenue Interest of Seller with respect to such Well to an amount less than the Net Revenue Interest set forth in Exhibit B or Schedule 3.20 for such Well.

"Person" – any individual, firm, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

"Personal Property" – as set forth in the definition of "Assets".

"Phase I Environmental Site Assessment" – a Phase I environmental property assessment of the Assets that satisfies the basic assessment requirements set forth under the current ASTM International Standard Practice for Environmental Site Assessments (Designation E1527-13) or any other visual site assessment or review of records, reports or documents.

"Plan of Reorganization" – the Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and Its Debtor Affiliates Other than LINN Acquisition Company, LLC and Berry Petroleum Company, LLC, as confirmed in the Bankruptcy Cases by the Order Confirming (i) Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and its Debtor Affiliates other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC and (ii) Amended Joint Chapter 11 Plan of Reorganization of Linn Acquisition Company, LLC and Berry Petroleum Company, LLC Docket No. 1629.

"Post-Closing Date" – as defined in Section 2.05(d).

"Preferential Purchase Right" – any right or agreement that enables any Person to purchase or acquire any Asset or any interest therein or portion thereof as a result of or in connection with the execution or delivery of this Agreement or the consummation of the Contemplated Transactions.

"Preliminary Amount" – the Purchase Price, adjusted as provided in Section 2.05(c), Section 2.02(b) (if applicable), based upon the best information available at the time of the Closing.

"Preliminary Settlement Statement" – as defined in Section 2.03.

"Proceeding" – any proceeding, action, arbitration, audit, hearing, investigation, request for information, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Production Related IT Equipment" – as set forth in the definition of "Assets".

"Property" or "Properties" – as set forth in the definition of "Assets".

"Property Costs" – all operating expenses (including utilities, payroll, costs of insurance, rentals, and overhead costs set forth in Section 2.05(b)), capital expenditures (including rentals, options and other lease maintenance payments, broker fees and other property acquisition costs and costs of acquiring equipment), and Asset Taxes, respectively, incurred in the ordinary course of business attributable to the use, operation, and ownership of the Assets, but excluding Damages attributable to (a) personal injury or death, property damage, torts, breach of contract, or violation of any Legal Requirement, (b) obligations relating to the abandonment or plugging of Wells, dismantling or decommissioning facilities, closing pits and restoring the surface around such Wells, facilities and pits, (c) Environmental Liabilities, (d) obligations with respect to Imbalances, (e) obligations to pay Royalties or other interest owners revenues or proceeds relating to the Assets but held in suspense, including Suspense Funds, (f) Emissions Fees, and (g) claims for indemnification or reimbursement from any Third Party with respect to costs of the types described in the preceding clauses (a) through (g), whether such claims are made pursuant to contract or otherwise.

"Purchase Price" – as defined in Section 2.02.

"Records" – as set forth in the definition of "Assets".

"Representative" – with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor, direct or indirect equity owner, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Required Consent" – any Consent with respect to which (a) there is a provision within the applicable instrument that such Consent may be withheld in the sole and absolute discretion of the holder, (b) there is provision within the applicable instrument expressly stating that an assignment in violation thereof (i) is void or voidable, (ii) triggers the payment of specified liquidated damages, or (iii) causes termination of the applicable Assets to be assigned, or (c) that is denied in writing by the applicable Third Party. For the avoidance of doubt, "Required Consent" does not include any Consent, which, by its terms, cannot be unreasonably withheld.

"Retained Assets" – any rights, titles, interests, assets, and properties that are originally included in the Assets under the terms of this Agreement, but that are subsequently excluded from the Assets or sale under this Agreement pursuant to the terms of this Agreement at any time before or after the Closing.

"Retained Liabilities" –Damages, liabilities and obligations arising out of or attributable to (a) the disposal or transportation prior to Closing of any Hazardous Materials generated or used by Seller and taken from the Assets to any location that is not an Asset; (b) property damage attributable to Seller's or its Affiliate's operation of the Assets prior to the Execution Date and illness and personal injury (including death) claims attributable to Seller's or its Affiliate's operation of the Assets prior to the Closing Date; (c) failure to properly and timely pay, in accordance with the terms of any Lease, Contract or applicable Legal Requirement, all Royalties and any other Working Interest amounts (in each case) with respect to the Assets that are due by Seller or any of its Affiliates and attributable to Seller's ownership of the Assets prior to the Effective Time; (d) any Excluded Employee Liability; (e) the gross negligence or willful misconduct of Seller or any of its Affiliates in connection with its operations, prior to the Closing Date, of the Assets in its capacity as operator thereof; (f) all fines or penalties and criminal sanctions imposed on Seller or its Affiliates in connection with the ownership or operation of the Assets prior to the Closing; (g) the Discharged Claims; (h) any amounts payable to any Governmental Body in the future to satisfy claims of such Governmental Body that are expressly reserved or preserved under the Stipulation and Agreed Order and attributable to pre-Effective Time periods, including any cure amounts; (i) the Retained Litigation; and (j) any Tax of Seller or otherwise imposed on the Assets or with respect Seller's business, including without limitation any liability of Seller for the Taxes of any other Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise, but excluding any Asset Taxes to the extent specifically allocated to Buyer pursuant to Section 13.02(b).

"Retained Litigation" – the litigation set forth in Schedule 3.05 Part B.

"Royalties" – royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests, back-in interests and other burdens upon, measured by or payable out of production.

"SEC Filings" – as defined in Section 6.05(b)(i).

"Secondary Allocated Values" – the values assigned among certain Wells as set forth on Schedule 2.07(b) which shall take into account the contingent nature of the Purchase Price associated therewith.

"Secondary Title Defect Values" – as defined in Section 11.05.

"Seller" – as defined in the preamble to this Agreement.

"Seller Closing Documents" – as defined in Section 3.02(a).

"Seller Group" – Seller and its Affiliates, and their respective Representatives.

"Seller Party" – each of LEH, LOI and LM, individually.

"Severance Plan" – the terms and conditions of that certain Severance Plan of Linn Energy, Inc., effective February 28, 2017, and attached as Exhibit F hereto.

"Special Financial Statements" – as defined in Section 6.05(b)(i).

"Specified Receivables" – accounts receivable owed to Seller as operator of any Wells to satisfy previous overpayments by Seller to Third Parties, and the right to recoup same out of proceeds of production in respect of such Wells.

"Straddle Period" – any Tax period beginning before and ending after the Effective Time.

"Suspense Funds" – proceeds of production and associated penalties and interest in respect of any of the Wells that are payable to any Third Party and are being held in suspense by Seller as the operator of such Wells.

"Tax" or "Taxes" – (a) any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, assessments, unclaimed property and escheat obligations and other governmental charges imposed by any Governmental Body, including income, profits, franchise, alternative or add-on minimum, gross receipts, environmental (including taxes under Section 59A of the Code), registration, withholding, employment, social security (or similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, estimated, unemployment, severance, compensation, utility, stamp, premium, windfall profits, transfer, gains, production and excise taxes, and customs duties, together with any interest, penalties, fines or additions thereto and (b) any successor or transferee liability in respect of any items described in clause (a) above; *provided*, *however*, that such term shall not include any taxes, fees or similar payments the amount of which is calculated and/or determined based on emissions from the Assets.

"Tax Allocation" – as defined in Section 2.07.

"Tax Returns" – any and all reports, returns, declarations, claims for refund, elections, disclosures, estimates, information reports or returns or statements supplied or required to be supplied to a Governmental Body in connection with Taxes, including any schedule or attachment thereto or amendment thereof.

"Third Party" – any Person other than a Party or an Affiliate of a Party.

"Threatened" – a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made in writing to a Party or any of its officers, directors, or employees, that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

"Title Benefit" – as defined in Section 11.08.

"Title Benefit Notice" – as defined in Section 11.08.

"Title Benefit Properties" – as defined in Section 11.08.

"Title Benefit Value" – as defined in Section 11.08.

"Title Defect" – any Encumbrance, defect or other matter that causes Seller not to have Defensible Title in and to the Wells, without duplication; *provided* that, for the avoidance of doubt, that defects arising from any change in applicable Legal Requirement after the Execution Date shall not be considered Title Defects.

"Title Defect Cure Period" – as defined in Section 11.06(a).

"Title Defect Notice" – as defined in Section 11.04.

"Title Defect Property" – as defined in Section 11.04.

"Title Defect Value" – as defined in Section 11.04.

"Tonner Canyon Prospect Agreement" – Tonner Canyon Prospect Agreement Covering Portions of Los Angeles and Orange Counties, California, dated effective August 1, 2006, by and between Glenn Gregory (d/b/a Gregory Geological Services) and Linn Western Operating, Inc.

"Transfer Tax" – all transfer, documentary, sales, use, stamp, registration and similar Taxes (but excluding income Taxes) and fees arising out of, or in connection with, the transfer of the Assets.

"Transition Date" – the end of the Term under the Transition Services Agreement as the Term is defined therein.

"Transition Services Agreement" – a Transition Services Agreement substantially in the form of Exhibit K attached hereto.

"Units" – as set forth in the definition of "Assets".

"Wells" – as set forth in the definition of "Assets".

"Working Interest" – with respect to any Well, the interest in and to such Well that is burdened with the obligation to bear and pay costs and expenses of maintenance, development and operations on or in connection with such Well (in each case, limited to the applicable currently producing formation as described in the definition of "Defensible Title" and subject to any reservations, limitations or depth restrictions described in Exhibit B), but without regard to the effect of any Royalties or other burdens.

ARTICLE 2
SALE AND TRANSFER OF ASSETS; CLOSING

2.01 **Assets.** Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell and transfer (or shall cause to be sold and transferred) the Assets to Buyer, and Buyer shall purchase, pay for, and accept the Assets from Seller.

2.02 **Purchase Price; Deposit.**

(a) Subject to any adjustments that may be made under Section 2.02(b) or Section 2.05, the purchase price for the Assets will be One Hundred Million Dollars ($100,000,000) (the "Purchase Price"). Within one (1) Business Day after the Execution Date, Buyer or an Affiliate has deposited by wire transfer in same day funds into an escrow account (the "Escrow Account") established pursuant to the terms of a mutually agreeable Escrow Agreement (the "Escrow Agreement") an amount equal to the Deposit Amount. The Deposit Amount shall be held by the Escrow Agent, and if the Closing timely occurs, on or before the Closing Date, the Parties shall (or shall cause their Affiliate who is party to the Escrow Agreement to) execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Seller at Closing, which Deposit Amount shall be applied as a credit toward the Preliminary Amount as provided in Section 2.05(a). If this Agreement is terminated prior to the Closing in accordance with Section 9.01, then the provisions of Section 9.02 shall apply and the distribution of the Deposit Amount shall be governed in accordance therewith.

(b) If the Operating Contingencies described on Schedule 2.02(b) are satisfied, then Buyer shall, within five (5) days, promptly pay an additional Seven Million Dollars ($7,000,000) in same day funds to Seller (the "Contingent Purchase Price"), less any Secondary Title Defect Values determined in accordance with Article 11.

2.03 **Closing; Preliminary Settlement Statement.** The Closing shall take place at the offices of Kirkland and Ellis LLP at 600 Travis Street, Suite 3300, Houston, Texas 77002 on or before July 18, 2017 (the "Scheduled Closing"), or if all conditions to Closing under Article 7 and Article 8 have not yet been satisfied or waived, within ten (10) Business Days after such conditions have been satisfied or waived, subject to the provisions of Article 9 (the date on

which the Closing actually occurs, the "Closing Date"). Subject to the provisions of Articles 7, 8, and 9, failure to consummate the purchase and sale provided for in this Agreement on the date and time and at the place determined pursuant to this Section 2.03 shall not result in the termination of this Agreement and shall not relieve either Party of any obligation under this Agreement. Not later than five (5) Business Days prior to the Closing Date, Seller will deliver to Buyer a statement setting forth in reasonable detail Seller's reasonable determination of the Preliminary Amount based upon the best information available at that time (the "Preliminary Settlement Statement") with reasonable supporting documentation for same. As part of the Preliminary Settlement Statement, Buyer shall provide to Seller such data as is reasonably necessary to support any estimated allocation, for purposes of establishing the Preliminary Amount. Within two (2) Business Days after its receipt of the Preliminary Settlement Statement, Buyer may submit to Seller in writing any objections or proposed changes thereto and Seller shall consider all such objections and proposed changes in good faith. The estimate agreed to by Seller and Buyer, or, absent such agreement, in the Preliminary Settlement Statement delivered by Seller in good faith in accordance with this Section 2.03, will be the Preliminary Amount to be paid by Buyer to Seller at the Closing.

Closing Obligations. At the Closing:

(a) Each Seller Party shall deliver (and execute, as appropriate), or cause to be delivered (and executed, as appropriate), to Buyer:

(i) the Instruments of Conveyance in the appropriate number for recording in the real property records where the Assets are located;

(ii) possession of the Assets (except the Specified Receivables and the Suspense Funds, which shall be conveyed to Buyer by way of one or more adjustments to the Purchase Price as provided in Section 2.05(c)(ii)(E));

(iii) a certificate, in substantially the form set forth in Exhibit H executed by an officer of such Seller Party, certifying on behalf of such Seller Party that the conditions to Closing set forth in Sections 7.01 and 7.02 have been fulfilled;

(iv) a Treasury Regulation Section 1.1445-2(b)(2) statement, certifying that such Seller Party is not a "foreign person" within the meaning of the Code;

(v) an executed counterpart of the Preliminary Settlement Statement;

(vi) for each Well operated by such Seller Party or its Affiliate on the Closing Date, such regulatory documentation on forms prepared by Seller (with assistance from Buyer) as is necessary to designate Buyer as operator of such Wells;

(vii) a recordable release in a form reasonably acceptable to Buyer of any trust, mortgages, financing statements, fixture filings and security agreements, in each case, securing indebtedness for borrowed money made by such Seller Party or its Affiliates affecting the Assets;

(viii) all documentation, including signature cards, necessary to transfer ownership and control of the Aera Sinking Fund to Buyer;

(ix) all vehicle titles and other documentation necessary to transfer the vehicles described on Exhibit A-7 to Buyer;

(x) an executed counterpart of the Transition Services Agreement; and

(xi) such documents as Buyer or counsel for Buyer may reasonably request that are reasonably necessary to effect the Contemplated Transactions, including letters-in-lieu of transfer order to purchasers of production from the Wells (which shall be prepared and provided by Buyer and reasonably satisfactory to Seller).

(b) Buyer shall deliver (and execute, as appropriate) to Seller:

(i) the Preliminary Amount (less the Deposit Amount and less any amounts deposited with the Escrow Agent pursuant to Section 11.06) by wire transfer to the accounts specified by Seller in written notices given by Seller to Buyer at least two (2) Business Days prior to the Closing Date;

(ii) the Instruments of Conveyance in the appropriate number for recording in the real property records where the Assets are located;

(iii) a certificate, in substantially the form set forth in Exhibit H executed by an officer of Buyer, certifying on behalf of Buyer that the conditions to Closing set forth in Sections 8.01 and 8.02 have been fulfilled;

(iv) an executed counterpart of the Preliminary Settlement Statement;

(v) for each Well operated by any Seller Party or its Affiliate on the Closing Date, such regulatory documentation as is necessary to designate Buyer as operator of such Wells and the other Assets;

(vi) evidence of replacement bonds, guarantees, and other sureties pursuant to Section 6.03(a) and evidence of such other authorizations and qualifications as may be necessary for Buyer to own and operate the Assets;

(vii) an executed counterpart of the Transition Services Agreement; and

(viii) such other documents as Seller or counsel for Seller may request that are reasonably necessary to effect the Contemplated Transactions, including letters-in-lieu of transfer order to purchasers of production from the Wells (which shall be prepared and provided by Buyer and reasonably satisfactory to Seller).

2.05 **Allocations and Adjustments.** If the Closing occurs:

(a) Buyer shall be entitled to all production and products from or attributable to the Assets from and after the Effective Time and the proceeds thereof, and to all other income, proceeds, receipts, and credits earned with respect to the Assets on or after the Effective Time, and shall be responsible for (and entitled to any refunds with respect to) all Property Costs attributable to the Assets and incurred from and after the Effective Time. Seller shall be entitled to all production and products from or attributable to the Assets prior to the Effective Time and the proceeds thereof, and shall be responsible for (and entitled to any refunds with respect to (but for the avoidance of doubt, not including any amounts associated with the Aera Sinking Fund)) all Property Costs attributable to the Assets and incurred prior to the Effective Time. "Earned" and "incurred," as used in this Agreement, shall be interpreted in accordance with generally accepted accounting principles and Council of Petroleum Accountants Society (COPAS) standards.

(b) Without limiting the allocation of costs and receipts set forth in Section 2.05(a), for each Well operated by Seller or its Affiliate, in lieu of all COPAS charges and all other overhead amounts for the period between the Effective Time and the Closing Date (which shall be treated as proceeds attributable to the Assets that are allocated to Buyer pursuant to Section 2.05(a) or Section 2.05(c)(ii)(A)), Seller or its Affiliate shall be entitled to deduct and retain as overhead charges an amount equal to $175,000 per month for the period between the Effective Time and the Closing Date. The charges and deductions under this Section 2.05(b) shall accrue from the Effective Time through the Closing; *provided however*, that the overhead charges for the month in which Closing occurs shall be prorated based upon the number of days in such month that Seller or its Affiliate operated such Wells (and for the number of days that the Well was in drilling or completion, or was in production, as applicable). For purposes of allocating revenues, production, proceeds, income, accounts receivable, and products under this Section 2.05, (A) liquid Hydrocarbons produced into storage facilities will be deemed to be "from or attributable to" the Wells when they pass through the pipeline connecting into the storage facilities into which they are run, and (B) gaseous Hydrocarbons and liquid Hydrocarbons produced into pipelines will be deemed to be "from or attributable to" the Wells when they pass through the receipt point sales meters on the pipelines through which they are transported. In order to accomplish the foregoing allocation of production, the Parties shall rely upon the gauging, metering, and strapping procedures which were conducted by Seller on or about the Effective Time and, unless demonstrated to be inaccurate, shall utilize reasonable interpolating procedures to arrive at an allocation of production when exact gauging, metering, and strapping data is not available on hand as of the Effective Time. Asset Taxes for 2017 shall be prorated in accordance with Section 13.02(b).

(c) The Purchase Price shall be, without duplication,

(i) increased by the following amounts:

(A) the aggregate amount of (i) proceeds received by Buyer from the sale of Hydrocarbons produced from and attributable to the Assets during any period prior to the Effective Time to which Seller is entitled under Section 2.05(a) (net of any (x) Royalties and (y) gathering, processing, transportation and other midstream costs) and (ii) other proceeds received by Buyer with respect to the Assets for which Seller would otherwise be entitled under Section 2.05(a);

(B) the amount of all Asset Taxes allocable to Buyer pursuant to Section 13.02(b) but paid or economically borne by Seller;

(C) the aggregate amount of all non-reimbursed Property Costs (other than Asset Taxes) that have been paid by any Seller Party to Third Parties that are attributable to the ownership and operation of the Assets after the Effective Time (including prepayments with respect to any period after the Effective Time (but for the avoidance of doubt, not including any amounts associated with the Aera Sinking Fund));

(D) the amount of any other upward adjustment specifically provided for in this Agreement or mutually agreed upon by the Parties;

(E) to the extent that proceeds for such volumes have not been received by Seller, an amount equal to the value of all Hydrocarbons attributable to the Assets in storage or existing in stock tanks, pipelines or plants (including inventory and linefill) as of the Effective Time;

(F) the amount of all Specified Receivables attributable to any period prior to the Effective Time and set forth on Schedule 3.22;

(G) the amount of the Carbon Credits *multiplied by* Thirteen Dollars and Ninety-Five Cents ($13.95); and

(ii) decreased by the following amounts:

(A) the aggregate amount of (i) proceeds received by Seller from the sale of Hydrocarbons produced from and attributable to the Assets from and after the Effective Time to which Buyer is entitled under Section 2.05(a) (net of any (x) Royalties and (y) gathering, processing, transportation and other midstream costs) and (ii) other proceeds received by Seller with respect to the Assets for which Buyer would otherwise be entitled under Section 2.05(a);

(B) the amount of all Asset Taxes allocable to Seller pursuant to Section 13.02(b) but paid or economically borne by Buyer;

(C) the aggregate amount of all downward adjustments pursuant to Article 11;

(D) the aggregate amount of all non-reimbursed Property Costs (other than Asset Taxes) that are attributable to the ownership or operation of the Assets prior to the Effective Time (excluding prepayments with respect to any period after the Effective Time) and paid by Buyer;

(E) the amount of the Suspense Funds;

(F) the amount of any other downward adjustment specifically provided for in this Agreement or mutually agreed upon by the Parties; and

(G) the amount of all carbon dioxide allowances and offset credits that will be required by Buyer post-Closing to satisfy Emissions Fees imposed with respect to the assets attributable to the ownership and operation thereof prior to the Effective Time *multiplied by* Thirteen Dollars and Ninety-Five Cents ($13.95).

(d) No later than one hundred eighty (180) days following the Closing Date, Seller shall prepare and submit to Buyer a statement (the "Final Settlement Statement") setting forth each adjustment or payment which was not finally determined as of the Closing Date and showing the values used to determine such adjustments to reflect the final adjusted Purchase Price and taking into account any applicable payments under the Transition Services Agreement. On or before thirty (30) days after receipt of the Final Settlement Statement, Buyer shall deliver to Seller a written report containing any changes that Buyer proposes be made to the Final Settlement Statement and an explanation of any such changes and the reasons therefor together with any supporting information (the "Dispute Notice"). During such thirty (30)-day period, Buyer shall be given reasonable access to Seller's books and records relating to the matters required to be accounted for in the Final Settlement Statement. Any changes not included in the Dispute Notice shall be deemed waived. If Buyer fails to timely deliver a Dispute Notice to Seller containing changes Buyer proposes to be made to the Final Settlement Statement, the Final Settlement Statement as delivered by Seller will be deemed to be mutually agreed upon by the Parties and, subject to the rights of the Parties under Article 10 and the special warranty of Defensible Title in the Instruments of Conveyance, will be final and binding on the Parties. Upon delivery of the Dispute Notice, the Parties shall undertake to agree with respect to any disputed amounts identified therein by the date that is Two Hundred Ten (210) days after the Closing Date (the "Post-Closing Date"). Except for Title Defect and Environmental Defect adjustments pursuant to Section 2.05(c)(ii)(C), which shall be subject to the arbitration provisions of Section 11.15, if the Parties are still unable to agree regarding any item set forth in the Dispute Notice as of the Post-Closing Date, then the Parties shall submit to a nationally-recognized accounting form mutually agreed upon by the Parties (the "Accounting Expert") a written notice of such dispute along with reasonable supporting detail for the position of Buyer and Seller, respectively, and the Accounting Expert shall finally determine such disputed item in accordance with the terms of this Agreement. The Accounting Expert shall act as an expert and not an arbitrator. In determining the proper amount of any adjustment to the Purchase Price related to the disputed item, the Accounting Expert shall not increase the Purchase Price more than the increase proposed by Seller nor decrease the Purchase Price more than the decrease proposed by Buyer, as applicable. The decision of such Accounting Expert shall be binding on the Parties, and the fees and expenses of such Accounting Expert shall be borne one-half (1/2) by Seller and one-half (1/2) by Buyer. The date upon which all adjustments and amounts in the Final Settlement Statement are agreed to (or deemed agreed to) or fully and finally determined by the Accounting Expert as set forth in this Section 2.05(d) shall be called the "Final Settlement Date," and the final adjusted Purchase Price shall be called the "Final Amount." If (a) the Final Amount is more than

the Preliminary Amount, Buyer shall pay to Seller an amount equal to the Final Amount, *minus* the Preliminary Amount; or (b) the Final Amount is less than the Preliminary Amount, Seller shall pay to Buyer an amount equal to the Preliminary Amount, *minus* the Final Amount. Such payment shall be made within five (5) Business Days after the Final Settlement Date by wire transfer of immediately available funds to the accounts specified pursuant to wire instructions delivered in advance by Seller or Buyer, as applicable.

2.06 **Assumption.** If the Closing occurs, from and after the Closing Date, Buyer shall assume, fulfill, perform, pay, and discharge the following liabilities (except to the extent any such liabilities are Discharged Claims) arising from, based upon, related to, or associated with the Assets and only to the extent not constituting Retained Liabilities (collectively, the "Assumed Liabilities") subject to Seller's indemnity obligations under Section 10.02 (further subject to the limitations and restrictions in Article 10): any and all Damages and obligations, known or unknown, allocable to the Assets prior to, at, or after the Effective Time, including any and all Damages and obligations: (a) attributable to or resulting from the use, maintenance, ownership, or operation of the Assets, regardless whether arising before, at or after the Effective Time, except for Property Costs and other amounts which shall have been accounted for as provided under Section 2.05; (b) imposed by any Legal Requirement or Governmental Body relating to the Assets, (c) for plugging, abandonment, decommissioning, and surface restoration of the Assets, including oil, gas, injection, water, or other wells and all surface facilities; (d) subject to Buyer's rights and remedies set forth in Article 11 and the special warranty of Defensible Title set forth in the Instruments of Conveyance, attributable to or resulting from lack of Defensible Title to the Assets; (e) attributable to the Suspense Funds, to the extent actually received by Buyer (or for which a reduction to the Purchase Price was made); (f) attributable to the Imbalances to the extent actually received by Buyer (or for which a reduction to the Purchase Price was made); (g) subject to Buyer's rights and remedies set forth in Article 11, attributable to or resulting from all Environmental Liabilities relating to the Assets; (h) subject to Buyer's rights and remedies set forth in Article 11, related to the conveyance of the Assets to Buyer at Closing (including arising from the conveyance thereof without consent or in violation of a preferential purchase right or any maintenance of uniform interest provision); (i) subject to Buyer's rights and remedies set forth in Article 11, attributable to the Leases and the Applicable Contracts; (j) attributable to or resulting from Asset Taxes to the extent specifically allocated to Buyer pursuant to Section 13.02(b); (k) attributable to or resulting from Transfer Taxes, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties, if any, to the extent specifically allocated to Buyer pursuant to Section 13.02(b); (l) attributable to Emissions Fees imposed during any period following the Closing; and (m) attributable to the Assumed Litigation. Buyer acknowledges that: (i) the Assets have been used in connection with the exploration for, and the development, production, treatment, and transportation of, Hydrocarbons; (ii) spills of wastes, Hydrocarbons, produced water, Hazardous Materials, and other materials and substances may have occurred in the past or in connection with the Assets; (iii) there is a possibility that there are currently unknown, abandoned wells, plugged wells, pipelines, and other equipment on or underneath the property underlying the Assets; (iv) it is the intent of the Parties that, subject to Buyer's rights and remedies set forth in Article 10 and Article 11 and the special warranty of Defensible Title set forth in the Instruments of Conveyance all liability associated with the above matters as well as any responsibility and liability to decommission, plug, or replug such wells (including the Wells) in accordance with all Legal Requirements and requirements of Governmental Bodies be passed

to Buyer effective as of the Effective Time and that Buyer shall assume all responsibility and liability for such matters and all claims and demands related thereto; (v) the Assets may contain asbestos, Hazardous Materials, or NORM; (vi) NORM may affix or attach itself to the inside of wells, materials, and equipment as scale or in other forms; (vii) wells, materials, and equipment located on the Assets may contain NORM; and (viii) special procedures may be required for remediating, removing, transporting, and disposing of asbestos, NORM, Hazardous Materials, and other materials from the Assets, subject however to Buyer's rights and remedies set forth in Article 10 and Article 11. From and after the Closing, but effective as of the Effective Time, subject to Seller's indemnity obligations under Section 10.02 (subject to the limitations and restrictions in Article 10) and Article 11, Buyer shall assume, with respect to the Assets, all responsibility and liability for any assessment, remediation, removal, transportation, and disposal of these materials and associated activities in accordance with all Legal Requirements and requirements of Governmental Bodies.

2.07 **Allocation of Purchase Price.** (a) The Purchase Price shall be allocated among the Assets as set forth in Schedule 2.07(a) hereto, and, (b) the Contingent Purchase Price shall be allocated among the Wells as set forth in Schedule 2.07(b). Seller and Buyer agree to be bound by the Allocated Values set forth in Schedule 2.07 for purposes of Article 11 hereof. Seller and Buyer further agree that for the purpose of making the requisite filings under Section 1060 of the Code, and the regulations thereunder, the Purchase Price as adjusted, and other amounts treated for U.S. federal income Tax purposes as consideration for a sale transaction (to the extent known at such time) shall be allocated among the Assets in a manner consistent with the Allocated Values, as set forth on Schedule 2.07 (the "Tax Allocation"). Seller and Buyer each agree to report, and to cause their respective Affiliates to report, the federal, state, and local income and other Tax consequences of the Contemplated Transactions, and in particular to report the information required by Section 1060(b) of the Code, and to jointly prepare Form 8594 (Asset Acquisition Statement under Section 1060 of the Code) as promptly as possible following the Closing Date and in a manner consistent with the Tax Allocation as revised to take into account subsequent adjustments to the Purchase Price, including any adjustments pursuant to the Agreement to determine the Final Amount, and shall not take any position inconsistent therewith upon examination of any tax return, in any refund claim, in any litigation, investigation or otherwise, unless required to do so by any Legal Requirement after notice to and discussions with the other Party, or with such other Party's prior consent.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLER

Each Seller Party represents and warrants to Buyer as of the Execution Date and the Closing Date, the following:

3.01 **Organization and Good Standing.** Such Seller Party is a Delaware limited liability company, and is duly organized, validly existing, and in good standing under the laws of the State of Delaware and, where required, is duly qualified to do business and is in good standing in each jurisdiction in which the Assets are located, with full limited liability company power and authority to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use. Such Seller Party is not a "foreign person" for purposes of Section 1445 of the Code.

3.02 **Authority; No Conflict.**

(a) The execution, delivery, and performance of this Agreement and the Contemplated Transactions have been duly and validly authorized by all necessary limited liability company action on the part of such Seller Party. This Agreement has been duly executed and delivered by such Seller Party and at the Closing, all instruments executed and delivered by such Seller Party at or in connection with the Closing shall have been duly executed and delivered by such Seller Party. This Agreement constitutes the legal, valid, and binding obligation of such Seller Party, enforceable against such Seller Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law). Upon execution and delivery by such Seller Party of the Instruments of Conveyance at the Closing, such Instruments of Conveyance shall constitute legal, valid and binding transfers and conveyances of the Assets. Upon the execution and delivery by such Seller Party of any other documents at the Closing (collectively with the Instruments of Conveyance, such Seller Party's "Seller Closing Documents"), such Seller Closing Documents shall constitute the legal, valid, and binding obligations of such Seller Party, enforceable against such Seller Party in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law).

(b) Except as set forth in Schedule 3.02(b), and assuming the receipt of all Consents and the waiver of all Preferential Purchase Rights (in each case) applicable to the Contemplated Transactions, and assuming compliance with the HSR Act, neither the execution and delivery of this Agreement by such Seller Party nor the consummation or performance of any of the Contemplated Transactions by such Seller Party shall, directly or indirectly (with or without notice or lapse of time):

(i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of such Seller Party, or (B) any resolution adopted by the board of directors, managers or officers of such Seller Party;

(ii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any Lease, Fee Mineral or Contract or any Legal Requirement or Order to which such Seller Party, or any of the Assets, may be subject;

(iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that relates to the Assets; or

(iv) result in the imposition or creation of any Encumbrance upon or with respect to any of the Assets, except for Permitted Encumbrances.

3.03 **Bankruptcy.** Except for claims or matters related to the Bankruptcy Case commenced on May 11, 2016 and concluded on February 28, 2017, for which the United States Bankruptcy Court for the Southern District of Texas retains jurisdiction, there are no bankruptcy, reorganization, receivership, or arrangement proceedings pending or being contemplated by such Seller Party or, to such Seller Party's Knowledge, Threatened against such Seller Party or any of its Affiliates.

3.04 **Taxes.** Except as disclosed on Schedule 3.04, all Tax Returns required to be filed by such Seller Party with respect to Asset Taxes have been timely filed and all such Tax Returns are correct and complete in all material respects. Except as disclosed on Schedule 3.04, all Asset Taxes required to be paid by such Seller Party with respect to the Assets that are or have become due have been timely paid in full, and such Seller Party is not delinquent in the payment of any such Asset Taxes. There are no Encumbrances for Taxes on such Seller Party's interest in the Assets, other than Permitted Encumbrances. Except as disclosed on Schedule 3.04, there is not currently in effect any extension or waiver of any statute of limitations of any jurisdiction regarding the assessment or collection of any Asset Taxes relating to the Assets. There are no administrative or judicial proceedings by any Governmental Body pending against such Seller Party relating to the Assets with respect to Asset Taxes. All Tax withholding and deposit requirements imposed by applicable Legal Requirements with respect to any of the Assets have been satisfied in all material respects. Except as disclosed on Schedule 3.04, no Asset is subject to any Tax partnership agreement or provisions requiring a partnership income Tax Return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code or any similar state statute.

3.05 **Legal Proceedings.** Other than the Assumed Litigation and Retained Litigation, such Seller Party has not been served with any Proceeding, and, to such Seller Party's Knowledge, there is no pending or Threatened Proceeding (except for immaterial or frivolous claims) against such Seller Party or any of its Affiliates or any of the Assets, in each case, that (a) relates to such Seller Party's ownership or operation of any of the Assets, or (b) challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions.

3.06 **Brokers.** Neither such Seller Party nor its Affiliates have incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the Contemplated Transactions other than obligations that are and will remain the sole responsibility of such Seller Party and its Affiliates.

3.07 **Compliance with Legal Requirements.** Except as set forth in Schedule 3.07, there is no material uncured violation by such Seller Party of any Legal Requirements (other than Environmental Laws) with respect to such Seller Party's ownership or operation of the Assets.

3.08 **Prepayments.** Except for any Imbalances, such Seller Party has not received payment under any Contract for the sale of Hydrocarbons produced from the Assets which requires delivery in the future to any party of Hydrocarbons previously paid for and not yet delivered.

3.09 **Imbalances.** Except as set forth in Schedule 3.09, there are no Imbalances with respect to such Seller Party's obligations relating to the Wells as of the Effective Time.

3.10 **Material Contracts.** Schedule 3.10 sets forth all Applicable Contracts with respect to such Seller Party of the type described below as of the Execution Date (collectively, the "Material Contracts"); *provided* that with respect to Applicable Contracts related solely to Assets that are not operated by any Seller Party, the entirety of this Section 3.10 is made to Seller Party's Knowledge:

(a) any Applicable Contract that is a Hydrocarbon purchase and sale, transportation, gathering, treating, compression, marketing, processing, or similar Applicable Contract that is not terminable without penalty on thirty-five (35) days' or less notice;

(b) any Applicable Contract that can reasonably be expected to result in aggregate payments by such Seller Party or revenues payable to Seller of more than Two Hundred Thousand Dollars ($200,000) net to such Seller Party's interest during the current or any subsequent fiscal year or more than One Million Dollars ($1,000,000) net to such Seller Party's interest in the aggregate over the term of such Applicable Contract (based on the terms thereof and contracted (or if none, current) quantities where applicable);

(c) any Applicable Contract that is an indenture, mortgage, security interest, loan, credit agreement, sale-leaseback, guaranty of any obligation, bond, letter of credit, or similar financial Contract;

(d) any Applicable Contract that constitutes a lease under which Seller or any Affiliate of Seller is the lessor or the lessee of any real or personal property (other than a Lease) which lease cannot be terminated by Seller without penalty upon 60 days or less notice;

(e) any Applicable Contract that contains calls upon or options to purchase production, take-or-pay payments, production payments, advance payments or other similar payment, with respect to obligations to deliver Hydrocarbons, or proceeds from the sale thereof, attributable to the Assets at some future time without receiving payment therefor at or after the time of delivery or is a dedication of production or otherwise requires production to be transported, processed or sold in a particular fashion;

(f) any Applicable Contract (executory or otherwise) to sell, lease, farmout, or otherwise dispose of or encumber any interest in any of the Assets after the Execution Date, other than conventional rights of reassignment arising in connection with Seller's surrender or release of any of the Assets;

(g) any Applicable Contract that constitutes a joint venture or unit operating agreement;

(h) any Applicable Contract for which the primary purpose is to provide for the indemnification of another Person; and

(i) any Applicable Contract that constitutes a partnership agreement, joint venture agreement, area of mutual interest agreement, joint development agreement, joint operating agreement, non-compete agreement, development agreement, participation agreement, farmin or farmout agreement, and any agreement that purports to restrict, limit or prohibit the manner in which, or the locations in which, Seller or any Affiliate of Seller conducts business or any similar Contract where the primary obligation has not been completed prior to the Effective Time (in each case, excluding any Tax partnership). Neither such Seller Party, nor to the Knowledge of such Seller Party, any other party, is in default under any Material Contract (and to Seller's Knowledge, no event has occurred that upon receipt of notice or lapse of time or both would constitute any default) except as set forth in Schedule 3.10. Except as set forth in Schedule 3.10, (i) there are no Contracts with Affiliates of such Seller Party that will be binding on the Assets after Closing, and (ii) Seller has not given nor received any unresolved written notice of default, amendment, waiver, price redetermination, market out, curtailment or termination with respect to any Material Contract. Prior to the execution of this Agreement, Seller has made available to Buyer true and complete copies of each Material Contract and all amendments thereto.

3.11 **Consents and Preferential Purchase Rights.** Except as set forth in Schedule 3.11, none of the Assets is subject to any Preferential Purchase Rights or Consents required to be obtained by such Seller Party which may be applicable to the Contemplated Transactions, except for (a) Consents and approvals of Governmental Bodies that are customarily obtained after Closing, (b) Contracts that are terminable upon not greater than thirty (30) days' notice without payment of any fee, and (c) compliance with the HSR Act.

3.12 **Permits.** To such Seller Party's Knowledge, except as set forth in Schedule 3.12, (a) with respect to Assets currently operated by such Seller Party or any of its Affiliates, such Seller Party or its Affiliate (as applicable) has acquired all Permits from appropriate Governmental Bodies to conduct operations on such Assets in material compliance with all applicable Legal Requirements; (b) all such Permits are in full force and effect and no Proceeding is pending or, to such Seller Party's Knowledge, Threatened to suspend, revoke or terminate any such Permit or declare any such Permit invalid; and (c) such Seller Party is in compliance in all material respects with all such Permits.

3.13 **Current Commitments.** Schedule 3.13 sets forth, as of the Execution Date, all approved authorizations for expenditures and other approved capital commitments, individually equal to or greater than One Hundred Thousand Dollars ($100,000) (net to such Seller Party's interest) (the "AFEs") relating to the Assets to drill or rework any Wells or for other capital expenditures pursuant to any of the Material Contracts, Fee Minerals or Leases for which all of the activities anticipated in such AFEs have not been completed by the Effective Time.

3.14 **Environmental Laws.** Except as disclosed on Schedule 3.14, (a) there are no actions, suits or proceedings pending, or, to such Seller Party's Knowledge, Threatened in writing before any Governmental Body with respect to the Assets alleging material violations of, or material liabilities under, Environmental Laws, or claiming remediation obligations, (b) such Seller Party has not entered into nor is a party (directly or as successor in interest) to, any agreement with, plea, diversion agreement or consent, order, decree or judgment of any Governmental Authority that are uncured as of the Execution Date with respect to the Assets, and (c) such Seller Party has not received any written notice from (x) any Governmental Body or (y) within two (2) years prior to the Execution Date, any Person, of any alleged or actual material

violation or non-compliance with, obligation to remediate, or material liability under, any Environmental Law or of material non-compliance with the terms or conditions of any environmental permits, arising from, based upon, associated with or related to the Assets or the ownership or operation of any thereof. As of the Execution Date, Seller has provided Buyer all material, non-privileged, written reports prepared by a Third Party on behalf of Seller within three (3) years of the Execution Date with respect to any of the Assets.

3.15 **Wells.** Except as disclosed on Schedule 3.15 (a) no Well is subject to material penalties on allowable production after the Effective Time because of any overproduction, and (b) there are no Wells that such Seller Party is obligated by applicable Law or contract to plug or abandon or that are currently subject to exceptions to a requirement to plug or abandon issued by a Governmental Body. All wells plugged and abandoned by Seller have been plugged and abandoned in accordance with applicable Legal Requirements, the Fee Minerals and the Leases.

3.16 **Non-Consent Operations**. Such Seller Party has neither elected nor been deemed to have elected to "non-consent", nor failed to participate in, the drilling or reworking of a well, any seismic program or any other operation which would cause such Seller Party or Buyer to suffer a penalty or lose or forfeit any material interests in the Assets under any applicable operating agreement.

3.17 **Condemnation and Eminent Domain**. As of the Execution Date, no action for condemnation or taking under right of eminent domain is pending or, to such Seller Party's Knowledge, Threatened with respect to any Asset or portion thereof.

3.18 **Payment of Royalties; Compliance with Leases**.

(a) Except (a) for the Suspense Funds that are being held in compliance with applicable Legal Requirements and Leases and (b) as set forth in Schedule 3.18 and Schedule 3.05, such Seller Party has duly and properly paid, or caused to be duly and properly paid in all material respects, all Royalties due by such Seller Party during the period of such Seller Party's ownership of the Assets; *provided*, however that no failure to comply with the foregoing that does not result in the termination of a Lease shall be considered a breach of this Section 3.18.

(b) Since January 1, 2016, such Seller Party has not received any written notice from any lessor under any of the Leases seeking to terminate, cancel or rescind any Lease, and such Seller Party has not received any written notice from any lessor under any of the Leases alleging any unresolved material default under any Lease.

3.19 **Bonds and Credit Support**. Schedule 3.19 lists all material bonds, letters of credit and other similar credit support instruments maintained by Seller or any Affiliate of Seller with any Governmental Authority or other Third Party with respect to the Assets.

3.20 **Payout Status**. As of the Execution Date, except as set forth in Schedule 3.20, such Seller Party has not elected (and was not deemed to have elected) not to participate in any operation or activity proposed with respect to the Assets. Schedule 3.20 contains a complete and accurate list of the status of any "payout" balance, as of the Effective Time, for the Linn operated Wells subject to a reversion or other adjustment at some level of cost recovery or payout (or passage of time or other event other than termination of a Lease by its terms).

3.21 **Employee Benefits**.

(a) Schedule 3.21(a) contains a true and complete list of each "employee benefit plan," as defined in Section 3(3) of ERISA, and all other retirement, pension, deferred compensation, bonus, incentive, severance, executive life insurance, medical, dental, vision, disability, cafeteria, flexible spending, leave of absence, vacation, stock purchase, stock option, phantom stock, equity, employment, profit sharing, retention, stay bonus, change of control and other compensation or benefit plans, programs, agreements or arrangements maintained, sponsored or contributed to by such Seller Party or any of its ERISA Affiliates for the benefit of any Available Employee (collectively, such Seller Party's "Seller Benefit Plans").

(b) The Seller has not incurred nor could Seller incur any liability (whether fixed or contingent) under Title IV of ERISA which will result in any such liability to Buyer.

(c) Each Seller Benefit Plan intended to qualify under Section 401(a) of the Code has either received a favorable determination letter or opinion letter from the Internal Revenue Service that it is so qualified and each related trust that is intended to be exempt from federal income taxation under Section 501(a) of the Code has received a determination letter or opinion letter from the Internal Revenue Service that it is so exempt, and, to the Knowledge of Sellers, no fact or event has occurred that could reasonably be expected to affect adversely the qualified status of any such Seller Plan or the exempt status of any such trust.

3.22 **Suspense Accounts**. Schedule 3.22 lists all Suspense Funds held in suspense by Seller and its Affiliates and all Specified Receivables as of the date set forth on Schedule 3.22, a description of the source of the Suspense Funds or Specified Receivables and the reason they are being held in suspense and, if known, the name or names of the Persons claiming the Suspense Funds, to whom the Suspense Funds are owed or who owes such Specified Receivables.

3.23 **Drilling Obligations**. Seller does not have any unfulfilled drilling obligations (including offset drilling obligations) under any Lease or Fee Mineral or otherwise affecting the Leases or Fee Minerals by virtue of a Contract relating to the Assets or the ownership or operation thereof or any obligation to pay compensatory royalties resulting from any such drilling obligation.

3.24 **Disclosures with Multiple Applicability; Materiality.** If it is reasonably apparent on the face of any disclosure that such fact, condition, or matter disclosed in Seller's disclosure Schedules applies to more than one Section of this Article 3, a single disclosure of such fact, condition, or matter on Seller's disclosure Schedules shall constitute disclosure with respect to all sections of this Article 3 to which such fact, condition, or other matter applies, regardless of the section of Seller's disclosure Schedules in which such fact, condition, or other matter is described. Inclusion of a matter on Seller's disclosure Schedules with respect to a representation or warranty that is qualified by "material" or "Material Adverse Effect" or any variant thereof shall not necessarily be deemed an indication that such matter does, or may, be material or have a Material Adverse Effect. Matters may be disclosed on a Schedule to this Agreement for purposes of information only.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, as of the Execution Date and the Closing Date, the following:

4.01 **Organization and Good Standing.** Buyer is a limited liability company and duly organized, validly existing, and in good standing under the laws of Delaware and is duly qualified to do business and is in good standing in each jurisdiction in which the Assets are located.

4.02 **Authority; No Conflict.**

(a) This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Upon the execution and delivery by Buyer of the Instruments of Conveyance and any other documents executed and delivered by Buyer at the Closing (collectively, "Buyer's Closing Documents"), Buyer's Closing Documents shall constitute the legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Buyer has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and Buyer's Closing Documents, and to perform its obligations under this Agreement and Buyer's Closing Documents.

(b) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer shall give any Person the right to prevent, delay, or otherwise interfere with any of the Contemplated Transactions.

(c) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer shall (i) contravene, conflict with, or result in a violation of any provision of the Organizational Documents of Buyer, (ii) contravene, conflict with, or result in a violation of any resolution adopted by the board of managers, or members of Buyer, or (iii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any agreement or any Legal Requirement or Order to which Buyer may be subject.

(d) Buyer is not and shall not be required to give any notice to or obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

4.03 **Certain Proceedings.** There is no Proceeding pending against Buyer that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To Buyer's Knowledge, no such Proceeding has been Threatened.

4.04 **Knowledgeable Investor.** Buyer is an experienced and knowledgeable investor in the oil and gas business. Prior to entering into this Agreement, Buyer was advised by its own legal, Tax, and other professional counsel concerning this Agreement, the Contemplated Transactions, the Assets, and their value, and it has relied solely thereon and on the representations and obligations of Seller in this Agreement and the documents to be executed by Seller in connection with this Agreement at the Closing. Buyer is acquiring the Assets for its own account and not for sale or distribution in violation of the Securities Act of 1933, as amended, the rules and regulations thereunder, any applicable state blue sky laws, or any other applicable Legal Requirements.

4.05 **Qualification.** Buyer is an "accredited investor," as such term is defined in Regulation D of the Securities Act of 1933, as amended. Buyer is not acquiring the Assets in connection with a distribution or resale thereof in violation of federal or state securities laws and the rules and regulations thereunder. Without limiting Section 6.02, Buyer is, or will be as of the Closing, qualified under applicable Legal Requirements to hold leases, rights-of-way, and other rights issued or controlled by (or on behalf of) any applicable Governmental Body and will be qualified under applicable Legal Requirements to own and operate the Assets. To Buyer's Knowledge, no fact or condition exists with respect to Buyer or the Assets which may cause any Governmental Body to withhold its approval of the Contemplated Transactions.

4.06 **Brokers.** Neither Buyer nor its Affiliates have incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the Contemplated Transactions other than obligations that are or will remain the sole responsibility of Buyer and its Affiliates.

4.07 **Financial Ability.** Buyer will have, as of the Closing, sufficient cash, available lines of credit, or other sources of immediately available funds to enable it to (a) deliver the amounts due at the Closing, (b) take such actions as may be required to consummate the Contemplated Transactions (other than payment of the Assumed Liabilities), and (c) timely pay and perform Buyer's obligations under this Agreement and Buyer's Closing Documents. Buyer expressly acknowledges that the failure to have sufficient funds shall in no event be a condition to the performance of its obligations hereunder, and in no event shall the Buyer's failure to perform its obligations hereunder be excused by failure to receive funds from any source.

4.08 **Securities Laws.** The solicitation of offers and the sale of the Assets by Seller have not been registered under any securities laws. At no time has Buyer been presented with or solicited by or through any public promotion or any form of advertising in connection with the Contemplated Transactions. Buyer is not acquiring the Assets with the intent of distributing fractional, undivided interests that would be subject to regulation by federal or state securities laws, and that if it sells, transfers, or otherwise disposes of the Assets or fractional undivided interests therein, it shall do so in compliance with applicable federal and state securities laws.

4.09 **Due Diligence.** Without limiting or impairing any representation, warranty, covenant or agreement of Seller contained in this Agreement and the Seller Closing Documents, or Buyer's right to rely thereon, Buyer and its Representatives have (a) been permitted full and complete access to all materials relating to the Assets, (b) been afforded the opportunity to ask all questions of Seller (or Seller's Representatives) concerning the Assets, (c) been afforded the opportunity to investigate the condition of the Assets, and (d) had the opportunity to take such other actions and make such other independent investigations as Buyer deems necessary to evaluate the Assets and understand the merits and risks of an investment therein and to verify the truth, accuracy, and completeness of the materials, documents, and other information provided or made available to Buyer (whether by Seller or otherwise). **WITHOUT LIMITING ANY OF ITS EXPRESS REMEDIES IN THIS AGREEMENT OR ANY OF BUYER'S CLOSING DOCUMENTS OR SELLER'S CLOSING DOCUMENTS, BUYER HEREBY WAIVES ANY CLAIMS ARISING OUT OF ANY MATERIALS, DOCUMENTS, OR OTHER INFORMATION PROVIDED OR MADE AVAILABLE TO BUYER (WHETHER BY SELLER OR OTHERWISE), WHETHER UNDER THIS AGREEMENT, AT COMMON LAW, BY STATUTE, OR OTHERWISE.**

4.10 **Basis of Buyer's Decision.** By reason of Buyer's knowledge and experience in the evaluation, acquisition, and operation of oil and gas properties, Buyer has evaluated the merits and the risks of purchasing the Assets from Seller and has formed an opinion based solely on Buyer's knowledge and experience, Buyer's due diligence, and Seller's representations, warranties, covenants, and agreements contained in this Agreement and the Seller Closing Documents, and not on any other representations or warranties by Seller. Buyer has not relied and shall not rely on any statements by Seller or its Representatives (other than those representations, warranties, covenants, and agreements of Seller contained in this Agreement and the Seller Closing Documents) in making its decision to enter into this Agreement or to close the Contemplated Transactions. **BUYER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER GOVERNMENTAL BODY HAS PASSED UPON THE ASSETS OR MADE ANY FINDING OR DETERMINATION AS TO THE FAIRNESS OF AN INVESTMENT IN THE ASSETS OR THE ACCURACY OR ADEQUACY OF THE DISCLOSURES MADE TO BUYER, AND, EXCEPT AS SET FORTH IN ARTICLE 9, BUYER IS NOT ENTITLED TO CANCEL, TERMINATE, OR REVOKE THIS AGREEMENT, WHETHER DUE TO THE INABILITY OF BUYER TO OBTAIN FINANCING OR PAY THE PURCHASE PRICE, OR OTHERWISE.**

4.11 **Business Use, Bargaining Position.** Buyer is purchasing the Assets for commercial or business use. Buyer has sufficient knowledge and experience in financial and business matters that enables it to evaluate the merits and the risks of transactions such as the Contemplated Transactions, and Buyer is not in a significantly disparate bargaining position with Seller. Buyer expressly acknowledges and recognizes that the price for which Seller has agreed to sell the Assets and perform its obligations under the terms of this Agreement has been predicated upon the inapplicability of the Texas Deceptive Trade Practices—Consumer Protection Act, V.C.T.A. BUS & COMM ANN. § 17.41 et seq. (the "DTPA"), to the extent applicable, or any similar Legal Requirement, and the waiver of the DTPA, and any similar Legal Requirement, by Buyer contained in Section 13.04. **BUYER FURTHER RECOGNIZES THAT SELLER, IN DETERMINING TO PROCEED WITH ENTERING INTO THIS AGREEMENT, HAS EXPRESSLY RELIED ON THE PROVISIONS OF THIS ARTICLE 4.**

4.12 **Bankruptcy.** There are no bankruptcy, reorganization, receivership, or arrangement proceedings pending or being contemplated by Buyer or, to Buyer's Knowledge, Threatened against Buyer. Buyer is, and will be immediately after giving effect to the Contemplated Transactions, solvent.

ARTICLE 5
COVENANTS OF SELLER

5.01 **Access and Investigation.**

(A) Between the Execution Date and the Closing Date, to the extent doing so would not violate applicable Legal Requirements, Seller's obligations to any Third Party or other restrictions on Seller (provided that Seller shall use its commercially reasonable efforts to obtain waivers of any such restriction upon request from Buyer), Seller shall afford Buyer and its Representatives access, by appointment only, during Seller's regular hours of business to reasonably appropriate Seller's personnel, any Seller operated Assets, Records, contracts, books and records, and other documents and data related to the Assets, except any such contracts, books and records, or other documents and data that are Excluded Assets or that cannot, without unreasonable effort or expense, be separated from any contracts, books and records, or other documents and data that are Excluded Assets (and upon Buyer's request, Seller shall use reasonable efforts to obtain the consent of Third Party operators to give Buyer and its Representatives reasonable access to similar information with respect to Assets not operated by Seller or its Affiliates; *provided* that Seller shall not be required to make payments or undertake obligations in favor any Third parties in order to obtain such consent unless Buyer agrees to reimburse Seller therefor); ***PROVIDED* THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER MAKES NO REPRESENTATION OR WARRANTY, AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE DOCUMENTS, INFORMATION, BOOKS, RECORDS, FILES, AND OTHER DATA THAT IT MAY PROVIDE OR DISCLOSE TO BUYER**.

(b) Notwithstanding the provisions of Section 5.01(a), (i) Buyer's investigation shall be conducted in a manner that reasonably minimizes interference with the operation of the business of Seller and any applicable Third Parties, and (ii) Buyer's right of access shall not entitle Buyer to operate equipment or conduct subsurface or other invasive testing or sampling. Environmental review shall not exceed the review contemplated by a Phase I Environmental Site Assessment without Seller's prior written permission, which may be withheld in Seller's sole discretion, subject to the provisions of Section 11.09.

(c) Buyer acknowledges that, pursuant to its right of access to the Records and the Assets, Buyer will become privy to confidential and other information of Seller and Seller's Affiliates and the Assets and that such confidential information shall be held confidential by Buyer and Buyer's Representatives in accordance with the terms of the Confidentiality Agreement. If the Closing should occur, the foregoing confidentiality restriction on Buyer, including the Confidentiality Agreement, shall terminate (except as to the Excluded Assets); *provided* that such termination of the Confidentiality Agreement shall not relieve any party thereto from any liability thereunder for the breach of such agreement prior to the Execution Date.

5.02 **Operation of the Assets.** Except as set forth on Schedule 5.02, or as required by applicable Legal Requirements, between the Execution Date and the Closing, Seller shall:

(a) operate the Assets operated by Seller or its Affiliates, and use its reasonable efforts to cause the operation of the Assets operated by a Third Party to be operated, in each case (A) as would a reasonable and prudent operator, (B) in the ordinary course of business consistent with past practice, and (C) in accordance with all applicable Laws and the terms of the Leases, Fee Minerals and Applicable Contracts;

(b) maintain, or use commercially reasonable efforts to cause the applicable Third Party operators to maintain, all Leases, Fee Minerals, Easements, Permits and Applicable Contracts in full force and effect and in accordance with the terms of the Leases, Permits, Fee Minerals and the Applicable Contracts relating thereto;

(c) subject to Section 2.05(a), pay all Property Costs, Royalties and other expenses incurred with respect to the Assets in the ordinary course of business;

(d) maintain the books of account and records relating to the Assets in the ordinary course of business, in accordance with the usual accounting practices of each such Person;

(e) give prompt notice to Buyer of any written notice received by Seller or any of its Affiliates of any material claim asserting any breach of Contract, tort or violation of Legal Requirement or any investigation, suit, action or litigation by or before a Governmental Body, that, in each case, relates to the Assets;

(f) give prompt notice to Buyer of (A) any written notice of any material damage to or destruction of any of the Assets and (B) any written notice received by Seller or any of its Affiliates of any material claim asserting any breach of contract, tort or violation of Law or any investigation, suit, action or litigation by or before a Governmental Authority, that, in each case, relates to the Assets;

(g) not transfer, sell, hypothecate, encumber, or otherwise dispose of any of the Assets, except as required under any Leases or Applicable Contracts, and except for sales of Hydrocarbons, equipment and inventory in the ordinary course of business;

(h) not abandon any Asset (except the abandonment or expiration of Leases in accordance with their terms, including with respect to leases not capable of producing in paying quantities after the expiration of their primary terms or for failure to pay delay rentals or shut-in royalties or similar types of lease maintenance payments, which shall, in each case, be at Seller's sole discretion);

(i) not commence, propose, or agree to participate in any single operation with respect to the Wells, Fee Minerals or Leases with an anticipated cost in excess of One Hundred Thousand Dollars ($100,000) net to Seller's interest, except for any emergency operations;

(A) With respect to any AFE for an operation to be conducted in connection with the Assets that is anticipated to cost in excess of $100,000 per operation, upon receipt of such AFE from Seller, Buyer shall review and respond, within five (5) days of its receipt thereof, to Seller in writing with respect to whether it desires to consent or non-consent the operation covered by such AFE; *provided* that if Buyer does not timely respond with its election with respect to any such AFE within such five day period, then Buyer shall be deemed to have responded to approve such AFE; and

(B) If Buyer affirmatively elects to non-consent to any such operation proposed by a Third Party that is anticipated to cost in excess of $100,000, Seller shall not be entitled to consent to such operation;

(j) not execute, terminate, cancel, extend, or materially amend or modify any Lease, Fee Minerals, Material Contract or Contract that would have been a Material Contract on the Execution Date if in effect at such time other than the execution or extension of a Contract for the sale, exchange, transportation, gathering, treating, or processing of Hydrocarbons terminable without penalty on thirty-five (35) days' or shorter notice;

(k) not settle any suit or litigation or waive any claims or rights of value, in each case, attributable to the Assumed Liabilities;

(l) not voluntarily relinquish its position as operator with respect to any Asset that Seller or its Affiliates operated as of the Execution Date;

(m) except for any actions taken pursuant to Section 5.04, not (i) make, change or revoke any Tax election; (ii) change an annual accounting period; (iii) adopt or change any accounting method with respect to Taxes; (iv) file any amended Tax Return; (v) enter into any closing agreement; settle or compromise any Tax claim or assessment; or (vi) consent to any extension or waiver of the limitation period applicable to any claim or assessment with respect to Taxes; in each case to the extent such action would materially and adversely affect the Assets;

(n) not abandon any Well capable of commercial production, or release or abandon all or any part of the Assets capable of commercial production, or release or abandon all or any portion of the Leases or Fee Minerals;

(o) not relinquish its position as operator of any Asset; and

(p) not commit to do any of the foregoing.

Buyer acknowledges that Seller owns undivided interests in certain of the properties comprising the Assets, and Buyer agrees that the acts or omissions of the other working interest owners who are not Seller or an Affiliate of Seller shall not constitute a Breach of the provisions of this Section 5.02, nor shall any action required by a vote of working interest owners constitute such a Breach so long as Seller or its Affiliate has voted its interest in a manner that complies with the

provisions of this Section 5.02. Further, no action or inaction of any Third Party operator with respect to any Asset shall constitute a Breach of this Section 5.02 to the extent Seller uses commercially reasonable efforts to cause such Third Party operator to operate such applicable Asset in a manner consistent with this Section 5.02. Seller may seek Buyer's approval to perform any action that would otherwise be restricted by this Section 5.02, and Buyer's approval of any such action shall not be unreasonably withheld, conditioned, or delayed, and shall be considered granted ten (10) days (unless a shorter time is reasonably required by the circumstances and such shorter time is specified in Seller's notice) after delivery of notice from Seller to Buyer requesting such consent unless Buyer notifies Seller to the contrary during such ten (10)-day period. Notwithstanding the foregoing provisions of this Section 5.02, in the event of an emergency, Seller may take such action as reasonably necessary to address any immediate threats of property damage, injury to Person, damage to the environment or violations of Legal Requirements and shall notify Buyer of such action promptly thereafter. Any matter approved (or deemed approved) by Buyer pursuant to this Section 5.02 that would otherwise constitute a Breach of one of Seller's representations and warranties in Article 3 shall be deemed to be an exclusion from all representations and warranties for which it is relevant to the extent that such operation (i) is conducted in accordance with the proposal for consent submitted to Buyer pursuant to this Section 5.02 and (ii) is otherwise conducted in accordance with Section 5.02(a).

5.03 **Insurance.** Seller shall maintain in force during the period from the Execution Date until the Closing, all of Seller's insurance policies pertaining to the Assets in the amounts and with the coverages currently maintained by Seller. The daily pro-rated annual premiums for insurance that accrue after the Effective Time and are attributable to the insurance coverage for the period after the Effective Time until the Closing will constitute Property Costs.

5.04 **Consent and Waivers.** Seller shall use commercially reasonable efforts to obtain prior to the Closing written waivers of all Preferential Purchase Rights (and post-Closing with respect to any matters not resolved prior to Closing) and all Consents necessary for the transfer of the Assets to Buyer; *provided* that in the event Seller is unable to obtain all such waivers of Preferential Purchase Rights and Consents after using such commercially reasonable efforts, such failure to satisfy shall not constitute a Breach of this Agreement. Seller shall not be required to make any payments to, or undertake any obligations for the benefit of, the holders of such rights in order to obtain the Required Consents. Buyer shall reasonably cooperate with Seller in seeking to obtain such Consents, but Buyer shall not be required to make any payments to, or undertake any obligations for the benefit of, the holders of such rights in order to obtain the Required Consents.

5.05 **Amendment to Schedules.** Until the fifth (5th) Business Day before Closing, Seller shall have the right (but not the obligation) to supplement the Schedules relating to the representations and warranties set forth in Article 3 with respect to any matters occurring subsequent to the Execution Date. Except to the extent such updates are a direct result of actions taken with Buyer's consent pursuant to Section 5.02, prior to Closing, any such supplement shall not be considered for purposes of determining if Buyer's Closing conditions have been met under Section 7.01 or for determining any remedies available under this Agreement.

5.06 **Successor Operator.** While Buyer acknowledges that it desires to succeed Seller (or its Affiliates) as operator of those Assets or portions thereof that Seller (or its Affiliates) may presently operate, Buyer acknowledges and agrees that Seller cannot and does not covenant or warrant that Buyer shall become successor operator of such Assets because the Assets or portions thereof may be subject to operating or other agreements that control the appointment of a successor operator. Seller agrees, however, that as to the Assets any Seller Party or its Affiliate operates, Seller shall use commercially reasonable efforts to support Buyer's efforts to become successor operator of such Assets (to the extent permitted under any applicable operating agreement) effective as of the Closing (at Buyer's sole cost and expense) and to designate or appoint, to the extent legally possible and permitted under any applicable operating agreement, Buyer as successor operator of such Assets effective as of Closing.

ARTICLE 6
OTHER COVENANTS

6.01 **Notification and Cure.** Between the Execution Date and the Closing Date, Buyer shall promptly notify Seller in writing and Seller shall promptly notify Buyer in writing if Seller or Buyer, as applicable, obtain Knowledge of any Breach, in any material respect, of the other Party's representations and warranties or covenants as of the Execution Date, or of an occurrence after the Execution Date that would cause or constitute a Breach, in any material respect, of any such representation and warranty or covenant had such representation and warranty or covenants been made as of the time of occurrence or discovery of such fact or condition; *provided* that failure to provide such notice shall not limit a Party's rights or remedies under this Agreement with respect to such Breach. If any of Buyer's or Seller's representations or warranties are untrue or shall become untrue in any material respect between the Execution Date and the Closing Date, or if any of Buyer's or Seller's covenants or agreements to be performed or observed prior to or on the Closing Date shall not have been so performed or observed in any material respect, and if such breach of representation, warranty, covenant or agreement shall (if curable) be cured by the Closing (or, if the Closing does not occur, by the date set forth in Section 9.01(d)), then such Breach shall be considered not to have occurred for all purposes of this Agreement.

6.02 **Satisfaction of Conditions.** Between the Execution Date and the Closing Date (a) Seller shall use commercially reasonable efforts to cause the conditions in Article 7 to be satisfied, and (b) Buyer shall use commercially reasonable efforts to cause the conditions in Article 8 to be satisfied.

6.03 **Replacement of Insurance, Bonds, Letters of Credit, and Guaranties.**

(a) The Parties understand that none of the insurance currently maintained by Seller or Seller's Affiliates covering the Assets, nor any of the bonds, letters of credit, or guaranties, if any, posted by Seller or Seller's Affiliates with Governmental Bodies or co-owners and relating to the Assets will be transferred to Buyer. On or before the Closing Date, Buyer shall use its commercially reasonable efforts to obtain, and deliver to Seller evidence of, all necessary replacement bonds, letters of credit, and guaranties, and evidence of such other authorizations, qualifications, and approvals as may be necessary for Buyer to own and, with respect to Assets currently operated by Seller or its Affiliates, operate the Assets. Promptly following the Closing, Buyer shall obtain or cause to be obtained in the name of Buyer, such insurance covering the Assets as would be obtained by a reasonably prudent operator in a similar situation.

(b) Promptly (but in no event later than thirty (30) days) after Closing, Buyer shall, at its sole cost and expense, make all filings with Governmental Bodies necessary to assign and transfer the Assets and title thereto and to comply with applicable Legal Requirements, and Seller shall reasonably assist Buyer with such filings. Buyer shall indemnify, defend, and hold harmless Seller Group from and against all Damages arising out of Buyer's holding of such title or operatorship of the Assets after the Closing and prior to the securing of any necessary replacement bonds, letters of credit, guaranties, Consents and approvals of the Contemplated Transactions from Governmental Bodies.

6.04 **Governmental Reviews.** Except for the HSR Act, Seller and Buyer shall (and shall cause their respective Affiliates to), in a timely manner, make all other required filings (if any) with, prepare applications to, and conduct negotiations with Governmental Bodies as required to consummate the Contemplated Transactions. Each Party shall, to the extent permitted pursuant to applicable Legal Requirements, cooperate with and use all reasonable efforts to assist the other with respect to such filings, applications and negotiations. Buyer shall bear the cost of all filing or application fees payable to any Governmental Body with respect to the Contemplated Transactions, regardless of whether Buyer, Seller, or any Affiliate of any of them is required to make the payment.

6.05 **Financing Matters**

(a) Assistance with Financing. Prior to the Closing Date, Seller shall provide, and shall use its commercially reasonable efforts to cause its Affiliates and its and its Affiliates' Representatives to provide, Buyer such cooperation as may be reasonably requested by Buyer with respect to the Debt Financing; provided, that such requested cooperation does not materially and adversely interfere with operations of Seller and the Assets and that any information requested by Buyer is reasonably available to Seller or any of its Affiliates or its or their Representatives. Such cooperation shall include using commercially reasonable efforts (i) to assist Buyer in Buyer's preparation of disclosure schedules related to the Assets in connection with the Debt Financing and (ii) to facilitate Buyer's preparation of the documentation necessary to pledge and mortgage the Assets that will be collateral under the Debt Financing; provided that Seller's obligations under the foregoing clauses (i) and (ii) shall be limited to providing information and data in its current format in Seller's records and not require that Seller generate new reports regarding the Assets.

(b) Financial Information.

(i) Seller shall use its commercially reasonable efforts to cooperate with Buyer and its independent auditor ("Buyer's Auditor") in Buyer's preparation, at the sole cost and expense of Buyer, of the Special Financial Statements (as defined below), in such form that such statements and the notes thereto can be audited (in the case of the Annual Financial Statements (as defined below)) or reviewed (in the case of the Interim Financial Statements (as defined below)) by Buyer's

Auditor. The "Special Financial Statements" shall refer to (A) statements of revenues and direct operating expenses attributable to the Assets for the fiscal years ended December 31, 2016 and 2015 (the "Annual Financial Statements") and (B) statements of revenues and direct operating expenses attributable to the Assets for the three months ended March 31, 2017 and 2016, or if the Closing shall occur on or after June 30, 2017, for the six months ended June 30, 2017 and 2016 (the "Interim Financial Statements"). The Special Financial Statements will be prepared in accordance with GAAP and any requirements of the Securities Act of 1933, as amended, and any rules or regulations promulgated thereunder. The Annual Financial Statements shall include the required oil and gas disclosures, including estimates of quantities of proved reserves as of, and a reconciliation of proved oil and gas reserves for, each of the fiscal years ended December 31, 2016 and 2015, and the standardized measure of discounted future net cash flows as of, and a reconciliation of the standardized measure of future discounted cash flows for, each of the fiscal years ended December 31, 2016 and 2015. Seller shall provide Buyer, its Representatives, and Buyer's Auditor with reasonable access to Seller's personnel, auditors and Affiliates, in each case reasonably requested by Buyer for the preparation of the Special Financial Statements. Seller agrees to provide, and will use its commercially reasonable efforts to cause its Affiliates to provide, at Buyer's sole cost and expense, information from, and reasonable access to, its accounting records to the extent required to prepare any pro forma financial statements of Buyer that include pro forma adjustments with respect to Seller, which may be required in any reports, registration statements and other filings to be made by Buyer or any of its Affiliates with the SEC pursuant to the Securities Act and the rules and regulations thereunder or the Exchange Act and the rules and regulations thereunder (the "SEC Filings").

(ii) In the event the SEC requires financial statements in respect of the Assets that vary in form or content from, or in the periods covered by, the Special Financial Statements ("Alternative Financial Statements"), Seller shall, at the sole cost and expense of Buyer, use its commercially reasonable efforts to cooperate with Buyer in the preparation of such financial statements.

(iii) Notwithstanding anything to the contrary, (A) Seller shall in no event be required to create new records relating to the Assets or Special Financial Statements, (B) the access to be provided to Buyer, its Representatives, and Buyer's Auditor shall not interfere with Seller's ability to prepare its own financial statements or its regular conduct of business and shall be made available during Seller's normal business hours and (C) such cooperation shall not include any actions that Seller reasonably believes would result in a violation of any material agreement or any confidentiality arrangement or the loss of any legal or other applicable privilege. All non-public or otherwise confidential information regarding Seller obtained by Buyer, its Representatives, or Buyer's Auditor shall be kept confidential for a period of one year from such disclosure in accordance with the terms of the Confidentiality Agreement as if the Confidentiality Agreement were still in effect.

(c) Costs and Expenses. Buyer shall promptly, upon request by Seller, reimburse Seller for all reasonable and documented out-of-pocket costs and expenses incurred by Seller in connection with its cooperation contemplated by this Section 6.05. Except in the case of actual fraud, (i) all of the information provided by Seller pursuant to this Section 6.05 is given without any representation or warranty, express or implied, and (ii) in no event will Seller or its Affiliates or Representatives have any liability of any kind or nature to Buyer, its Financing Sources or any other Person arising or resulting from the cooperation provided in this Section 6.05 or any use of any information provided by Seller or its Affiliates or Representatives provided pursuant to this Section 6.05. Without affecting Buyer's rights under this Agreement, Buyer shall indemnify and hold harmless the Seller Group from and against any and all Damages suffered or incurred by any of them in connection with the arrangement of the Debt Financing and any information provided by Seller to Buyer pursuant to this Section 6.05; provided, however, that Buyer shall not be required to indemnify and hold harmless the Seller Group to the extent that such Damages arise from or are related to actual fraud by any member of the Seller Group.

6.06 **HSR Act.** If applicable, within ten (10) Business Days following the execution by Buyer and Seller of this Agreement, Buyer and Seller will each prepare and simultaneously file with the DOJ and the FTC the notification and report form required for the transactions contemplated by this Agreement by the HSR Act and request early termination of the waiting period thereunder. Buyer and Seller agree to respond promptly to any inquiries or requests for information or documentary material from the DOJ or the FTC concerning such filings and to comply in all material respects with the filing requirements of the HSR Act. Buyer and Seller shall cooperate with each other and, subject to the terms of the Confidentiality Agreement, shall promptly furnish all information to the other Party that is necessary in connection with Buyer's and Seller's compliance with the HSR Act. Buyer and Seller shall keep each other fully advised with respect to any requests from or communications with the DOJ or FTC concerning such filings and shall consult with each other with respect to all responses thereto. Each of Seller and Buyer shall use its commercially reasonable efforts to take all actions reasonably necessary and appropriate in connection with any HSR Act filing to satisfy the conditions to the Closing and consummate Contemplated Transactions as promptly as practicable and in any event not later than the Outside Date, *provided*, *however*, nothing in this Agreement shall require Buyer or Seller to propose, negotiate, effect or agree to, the sale, divestiture, license or other disposition of any assets or businesses of Buyer or Seller (including the Assets) or otherwise take any action that limits the freedom of action with respect to, or its ability to retain or operate any of the businesses of the Buyer or Seller or the Assets. The filing fees associated with any such HSR Act filing shall be borne by Buyer. Notwithstanding any provision of this Section 6.06, no Party shall be required to provide the other Party with information regarding the value of the transaction or subject to the attorney client privilege, work product doctrine or other similar privilege absent entering into a mutually acceptable joint defense agreement.

6.07 **Override Assignment**. Between the Execution Date and the Closing Date, Seller shall use its commercially reasonable efforts to execute and deliver assignments of overriding royalty interests covering the Wells set forth on Annex I to Schedule 5.02 in a form substantially similar to that set forth on such Annex I but subject to the restrictions of Section 5.02; *provided, however,* that should Seller be unable to execute and deliver such assignments prior to the

Closing Date, Buyer shall be obligated to execute and deliver assignments of overriding royalty interests covering the Wells set forth on Annex I to Schedule 5.02 (limited to the assignment of the percentage overriding royalty interests described on Annex I to Schedule 5.02 and the terms set forth in Paragraph 3 of that certain Tonner Canyon Prospect Agreement) upon such time as Glenn Gregory (d/b/a Gregory Geological Services) waives or settles all of his claims with respect to the proper calculation of overriding royalties for gas and assignment of certain overriding royalties, to the extent the foregoing relates to periods on or after the Effective Time, and otherwise pursuant to the Tonner Canyon Prospect Agreement.

ARTICLE 7
CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

7.01 **Accuracy of Representations.** All of Seller's representations and warranties in this Agreement must have been true and correct in all material respects (or, with respect to representations and warranties qualified by materiality or Material Adverse Effect, true and correct in all respects) as of the Execution Date, and must be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality or Material Adverse Effect, true and correct in all respects) as of the Closing Date as if made on the Closing Date, other than any such representation and warranty that refers to a specified date, which need only be true and correct in all material respects (or, if qualified by materiality or Material Adverse Effect, true and correct in all respects) on and as of such specified date.

7.02 **Seller's Performance.** All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

7.03 **No Proceedings.** Since the Execution Date, there must not have been commenced or Threatened against Seller, or against any of Seller's Affiliates, any Proceeding (other than any matter initiated by either Buyer or its Affiliates) seeking to restrain, enjoin, or otherwise prohibit or make illegal, or seeking to recover material damages on account of, any of the Contemplated Transactions.

7.04 **No Orders.** On the Closing Date, there shall be no Order pending or remaining in force of any Governmental Body having appropriate jurisdiction that attempts to restrain, enjoin, or otherwise prohibit the consummation of the Contemplated Transactions, or that grants material damages in connection therewith.

7.05 **Necessary Consents and Approvals.** All Consents from Governmental Bodies and all approvals from Governmental Bodies required for the Contemplated Transactions, except Consents and approvals of assignments by Governmental Bodies that are customarily obtained after closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

7.06 **HSR Act.** Any waiting period applicable to the consummation of the Contemplated Transactions under the HSR Act shall have expired or been terminated.

7.07 **Closing Deliverables.** Seller shall have delivered (or be ready, willing and able to deliver at the Closing) to Buyer the documents and other items required to be delivered by Seller under Section 2.04(a).

ARTICLE 8
CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

Seller's obligation to sell the Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller, in whole or in part):

8.01 **Accuracy of Representations.** All of Buyer's representations and warranties in this Agreement must have been true and correct in all material respects (or, with respect to representations and warranties qualified by materiality or Material Adverse Effect, true and correct in all respects) as of the Execution Date, and must be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality or Material Adverse Effect, true and correct in all respects) as of the Closing Date as if made on the Closing Date, other than any such representation and warranty that refers to a specified date, which need only be true and correct in all material respects (or, if qualified by materiality or Material Adverse Effect, true and correct in all respects) on and as of such specified date.

8.02 **Buyer's Performance.** All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

8.03 **No Proceedings.** Since the Execution Date, there must not have been commenced or Threatened against Buyer or against any of its Affiliates, any Proceeding (other than any matter initiated by Seller or an Affiliate of Seller) seeking to restrain, enjoin, or otherwise prohibit or make illegal, or seeking to recover material damages on account of, any of the Contemplated Transactions.

8.04 **No Orders.** On the Closing Date, there shall be no Order pending or remaining in force of any Governmental Body having appropriate jurisdiction that attempts to restrain, enjoin, or otherwise prohibit the consummation of the Contemplated Transactions, or that grants material damages in connection therewith.

8.05 **Necessary Consents and Approvals.** All Consents from Governmental Bodies and all approvals from Governmental Bodies required for the Contemplated Transactions, except Consents and approvals of assignments by Governmental Bodies that are customarily obtained after closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

8.06 **HSR Act.** Any waiting period applicable to the consummation of the Contemplated Transactions under the HSR Act shall have expired or been terminated.

8.07 **Closing Deliverables.** Buyer shall have delivered (or be ready, willing and able to deliver at the Closing) to Seller the documents and other items required to be delivered by Buyer under Section 2.04(b).

ARTICLE 9
TERMINATION

9.01 **Termination Events.** This Agreement may, by written notice given prior to or at the Closing, be terminated:

(a) by mutual written consent of Seller and Buyer;

(b) by Buyer, if Seller has committed a material Breach of this Agreement and such Breach causes any of the conditions to Closing set forth in Article 7 not to be satisfied on or before the Outside Date (or, if prior to Closing, such Breach is of such a magnitude or effect that it will not be possible for such condition to be satisfied); *provided*, *however*, if (i) Seller's conditions to Closing have been satisfied or waived in full on or before the Closing, (ii) Buyer is not in material Breach of the terms of this Agreement and (iii) all of Buyer's conditions to Closing have been satisfied or waived, then the refusal or willful or negligent delay by Seller to timely close the Contemplated Transactions shall constitute a material Breach of this Agreement;

(c) by Seller, if Buyer has committed a material Breach of this Agreement and such breach causes any of the conditions to Closing set forth in Article 8 not to be satisfied on or before the Outside Date (or, if prior to Closing, such Breach is of such a magnitude or effect that it will not be possible for such condition to be satisfied); *provided*, *however*, if (i) Buyer's conditions to Closing have been satisfied or waived in full on or before the Closing, (ii) Seller is not in material Breach of the terms of this Agreement and (iii) all of Seller's conditions to Closing have been satisfied or waived, then the refusal or willful or negligent delay by Buyer to timely close the Contemplated Transactions shall constitute a material Breach of this Agreement;

(d) by either Seller or Buyer if the Closing has not occurred on or before July 30, 2017 (the "Outside Date"), or such later date as the Parties may agree upon in writing; *provided* that such failure does not result primarily from the terminating Party's material Breach of this Agreement;

(e) by either Seller or Buyer if (i) any Legal Requirement has made the consummation of the Contemplated Transactions illegal or otherwise prohibited, or (ii) a Governmental Body has issued an Order, or taken any other action permanently restraining, enjoining, or otherwise prohibiting the consummation of the Contemplated Transactions, and such order, decree, ruling, or other action has become final and nonappealable;

(f) by Seller if the sum of (i) all Title Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible (*less* the sum of all Title Benefit Values), *plus* (ii) the Aggregate Environmental Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible, *plus* (iii) the aggregate downward Purchase Price adjustments under Section 11.02, *plus* (iv) the aggregate downward Purchase Price adjustments under Section 11.03, *plus* (v) the aggregate Casualty Losses under Section 11.14 exceeds twenty-five percent (25%) of the unadjusted Purchase Price; or

(g) by Buyer if the sum of (i) all Title Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible (*less* the sum of all Title Benefit Values), *plus* (ii) the Aggregate Environmental Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible, *plus* (iii) the aggregate downward Purchase Price adjustments under Section 11.02, *plus* (iv) the aggregate downward Purchase Price adjustments under Section 11.03, *plus* (v) the aggregate Casualty Losses under Section 11.14, exceeds twenty-five percent (25%) of the unadjusted Purchase Price;

(h) by Seller if Buyer fails to deposit the Deposit Amount into the Escrow Account on or before 5:00 p.m. (Central Time) on the first (1st) Business Day after the Execution Date;

provided, that no Party shall have the ability to terminate this Agreement under Section 9.01(b), Section 9.01(c) or Section 9.01(d) if such Party is also in Breach of any material obligations under this Agreement at such time.

9.02 **Effect of Termination; Distribution of the Deposit Amount.**

(a) If this Agreement is terminated pursuant to Section 9.01, all further obligations of the Parties under this Agreement shall terminate; *provided* that (a) such termination shall not impair nor restrict the rights of either Party against the other with respect to the Deposit Amount pursuant to Section 9.02(b), and (b) the following provisions shall survive the termination: Article 1, Sections 9.02, 10.02(c), 10.03(c), 10.06, 10.07, 10.10, 10.11, 10.12, Article 13 (other than Section 13.01) and any such terms as set forth in this Agreement that are necessary to give context to any of the foregoing surviving Sections.

(b) Notwithstanding anything to the contrary in Section 9.02(a):

(i) If Seller has the right to terminate this Agreement (A) pursuant to Section 9.01(c) or (B) pursuant to Section 9.01(d), if at such time Seller could have terminated this Agreement pursuant to Section 9.01(c) (without regard to any cure periods contemplated therein), then, in either case, Seller shall have the right to terminate this Agreement and receive the Deposit Amount as liquidated damages (and not as a penalty). If Seller elects to terminate this Agreement pursuant to this Section 9.02(b)(i) and receive the Deposit Amount as liquidated damages, (x) the Parties shall (or shall cause their Affiliate who is party to the Escrow Agreement), within two (2) Business Days of Seller's election, execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Seller and (y) Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(ii) If Buyer has the right to terminate this Agreement (A) pursuant to Section 9.01(b) or (B) pursuant to Section 9.01(d), if at such time Seller could have terminated this Agreement pursuant to Section 9.01(b) (without regard to any cure periods contemplated therein), then, in either case, Buyer shall have the right, at its sole discretion, to either (1) enforce specific performance by Buyer of this Agreement, without posting any bond or the necessity of proving the inadequacy as a remedy of monetary damages, in which event the Deposit Amount will be applied as called for herein, or (2) if Buyer does not seek and successfully enforce specific performance, terminate this Agreement and (in addition to retention of the Deposit Amount) seek to recover damages from Seller in an amount up to, but not exceeding the Deposit Amount, as liquidated damages (and not as a penalty). If Buyer elects to terminate this Agreement pursuant to this Section 9.02(b)(ii) and seek damages in an amount up to the Deposit Amount as liquidated damages, the Parties shall (or shall cause their Affiliate who is party to the Escrow Agreement to), within two (2) Business Days of Buyer's election, (x) execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Buyer and (y) Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(iii) If this Agreement is terminated by Seller in accordance with Section 9.01(h), then the Parties shall have no additional remedies against one another as a result of such termination, and Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(c) The Parties recognize that the actual damages for a Party's material Breach of this Agreement would be difficult or impossible to ascertain with reasonable certainty and agree that the Deposit Amount would be a reasonable liquidated damages amount for such material Breach. Section 9.02 and Section 9.03 are the Parties' sole and exclusive rights with respect to any termination of this Agreement and, except as set forth therein, no Party shall have any obligations hereunder after any such termination.

(d) If this Agreement is terminated by either Buyer or Seller pursuant to Section 9.01 for any reason other than as described in Section 9.02(b), then, in any such case, the Parties shall (or shall cause their Affiliate who is party to the Escrow Agreement to), within two (2) Business Days of such termination, execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Buyer.

(e) **THE PARTIES FURTHER AGREE THAT, UNLESS AND UNTIL THE CLOSING OCCURS, THE SOLE AND EXCLUSIVE REMEDY OF SELLER AND ITS AFFILIATES AGAINST BUYER, ITS DEBT OR EQUITY FINANCING SOURCES, AND ANY OF THEIR RESPECTIVE FORMER, CURRENT OR FUTURE GENERAL OR LIMITED PARTNERS, EQUITY HOLDERS, CONTROLLING PERSONS, MANAGEMENT COMPANIES, REPRESENTATIVES, ASSIGNEES OR AFFILIATES AND ANY AND ALL FORMER, CURRENT OR FUTURE HEIRS, EXECUTORS, ADMINISTRATORS, TRUSTEES, SUCCESSORS OR ASSIGNS OF THE FOREGOING (COLLECTIVELY, THE "BUYER RELATED PARTIES")**

ARISING FROM OR RELATING TO THIS AGREEMENT AND THE CONTEMPLATED TRANSACTIONS, INCLUDING FOR ANY FAILURE OF BUYER TO EFFECT THE CLOSING OR OTHERWISE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT (WHETHER WILLFULLY, INTENTIONALLY, UNINTENTIONALLY OR OTHERWISE), WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE THE RIGHTS AND REMEDIES AGAINST BUYER DESCRIBED IN THIS SECTION 9.02. EXCEPT FOR THE RIGHTS AND REMEDIES AGAINST BUYER DESCRIBED IN THIS SECTION 9.02, IN FURTHERANCE OF THE FOREGOING, (A) SELLER RELEASES THE BUYER RELATED PARTIES, WAIVES ANY RIGHT OF RECOVERY FOR AND AGREES NOT TO SEEK ANY RECOVERY FOR ANY LOSS SUFFERED AS A RESULT OF ANY BREACH OF ANY COVENANT, OBLIGATION, REPRESENTATION OR WARRANTY IN THIS AGREEMENT OR THE FAILURE OF THE TRANSACTION TO BE CONSUMMATED, OR IN RESPECT OF ANY ORAL REPRESENTATION MADE OR ALLEGED TO HAVE BEEN MADE IN CONNECTION HEREWITH AND (B) THE MAXIMUM AGGREGATE MONETARY LIABILITY THAT THE BUYER RELATED PARTIES SHALL HAVE IN CONNECTION WITH SUCH LOSS SHALL BE THE FORFEITURE OF THE DEPOSIT AMOUNT IN ACCORDANCE WITH THIS SECTION 9.02.

9.03 **Return of Records Upon Termination.** Upon termination of this Agreement, (a) Buyer shall promptly return to Seller or destroy (at Seller's option) all title, engineering, geological and geophysical data, environmental assessments and reports, maps, documents and other information furnished by Seller to Buyer in connection with its due diligence investigation of the Assets other than customary electronic backup data and (b) an officer of Buyer shall certify Buyer's compliance with the preceding clause (a) to Seller in writing.

ARTICLE 10
INDEMNIFICATION; REMEDIES

10.01 **Survival.** The survival periods for the various representations, warranties, covenants and agreements contained herein shall be as follows: (a) Fundamental Representations shall survive for thirty-six (36) months after Closing, (b) the representations and warranties in Section 3.04 shall survive for the applicable statute of limitations plus sixty (60) days, (c) the special warranty of Defensible Title set forth in the Instruments of Conveyance shall survive indefinitely, (d) all other representations, warranties, pre-Closing covenants and agreements of Seller shall survive for twelve (12) months after Closing, and (e) all other representations, warranties, covenants and agreements of Buyer and post-Closing covenants of Seller shall survive indefinitely. Representations, warranties, covenants and agreements shall be of no further force and effect after the date of their expiration; *provided* that there shall be no termination of any bona fide claim asserted pursuant to this Agreement with respect to such a representation, warranty, covenant or agreement prior to its expiration date. The indemnities in Sections 10.02(a), 10.02(b), 10.03(a) and 10.03(b) shall terminate as of the termination date of each respective representation, warranty, covenant or agreement that is subject to indemnification thereunder, except in each case as to matters for which a specific written claim for indemnity has been delivered to the indemnifying person on or before such termination date.

The indemnities in Section 10.02(c) (with respect only to clauses (a), (b) and (c) in the definition of Retained Liabilities) shall terminate twenty-four (24) months following the Closing Date. The indemnities in Section 10.02(c) (with respect only to clause (i) in the definition of Retained Liabilities) shall survive for the applicable statute of limitations plus sixty (60) days. The indemnities in Section 10.02(c) (with respect to Retained Liabilities other than those described in clauses (a), (b), (c) and (i) in the definition of Retained Liabilities) shall continue indefinitely. All other indemnities, and all other provisions of this Agreement, shall survive the Closing without time limit except as may otherwise be expressly provided herein.

10.02 **Indemnification and Payment of Damages by Seller.** Except as otherwise limited in this Article 10, from and after the Closing, Seller shall defend, release, indemnify, and hold harmless Buyer Group from and against, and shall pay to the Buyer Group the amount of, any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of their respective rights under this Agreement arising from, based upon, related to, or associated with:

(a) any Breach of any representation or warranty made by Seller in this Agreement, or in any certificate delivered by Seller pursuant to this Agreement;

(b) any Breach by Seller of any covenant, obligation, or agreement of Seller in this Agreement;

(c) the Retained Liabilities;

(d) the use, ownership or operation of the Excluded Assets; and

(e) the use, ownership or operation of the Retained Assets.

Notwithstanding anything to the contrary contained in this Agreement, after the Closing, the remedies provided in this Article 10 and Article 11, along with the special warranty of Defensible Title set forth in the Instruments of Conveyance, are Buyer Group's exclusive legal remedies against Seller with respect to this Agreement and the Contemplated Transactions, including breaches of the representations, warranties, covenants, obligations, and agreements of the Parties contained in this Agreement or the affirmations of such representations, warranties, covenants, obligations, and agreements contained in the certificate delivered by Seller at Closing pursuant to Section 2.04, and except for the remedies provided in Article 10 and Article 11, along with the special warranty of Defensible Title set forth in the Instruments of Conveyance, **BUYER RELEASES SELLER GROUP FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, PROCEEDINGS, OR OTHER LEGAL RIGHTS AND REMEDIES OF BUYER GROUP, KNOWN OR UNKNOWN, WHICH BUYER MIGHT NOW OR SUBSEQUENTLY HAVE, BASED ON, RELATING TO OR IN ANY WAY ARISING OUT OF THIS AGREEMENT, THE CONTEMPLATED TRANSACTIONS, THE OWNERSHIP, USE OR OPERATION OF THE ASSETS PRIOR TO THE CLOSING, OR THE CONDITION, QUALITY, STATUS, OR NATURE OF THE ASSETS PRIOR TO THE CLOSING, INCLUDING ANY AND ALL CLAIMS RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY OR VIOLATIONS OF ENVIRONMENTAL LAWS AND INCLUDING RIGHTS TO CONTRIBUTION UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, AS AMENDED, BREACHES OF STATUTORY OR IMPLIED WARRANTIES, NUISANCE, OR OTHER TORT**

ACTIONS, RIGHTS TO PUNITIVE DAMAGES, COMMON LAW RIGHTS OF CONTRIBUTION, AND RIGHTS UNDER INSURANCE MAINTAINED BY SELLER OR ANY OF SELLER'S AFFILIATES. Nothing in this Agreement or otherwise shall release or relieve Seller for actual fraud.

10.03 **Indemnification and Payment of Damages by Buyer.** Except as otherwise limited in this Article 10 (including Seller's indemnification obligations in Section 10.02) and Article 11, from and after the Closing, Buyer shall assume, be responsible for, pay on a current basis, and shall defend, release, indemnify, and hold harmless Seller Group from and against, and shall pay to Seller Group the amount of any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of their respective rights under this Agreement arising from, based upon, related to, or associated with:

(a) any Breach of any representation or warranty made by Buyer in this Agreement or in any certificate delivered by Buyer pursuant to this Agreement;

(b) any Breach by Buyer of any covenant, obligation, or agreement of Buyer in this Agreement;

(c) any Damages arising out of or relating to access to the Assets and contracts, books and records and other documents and data relating thereto prior to the Closing, including Buyer's title and environmental inspections pursuant to Sections 11.01 and 11.10, including Damages attributable to personal injury, illness or death, or property damage; and

(d) the Assumed Liabilities.

Notwithstanding anything to the contrary contained in this Agreement, after the Closing, the remedies provided in this Article 10 and Article 11 are Seller Group's exclusive legal remedies against Buyer with respect to this Agreement and the Contemplated Transactions, including breaches of the representations, warranties, covenants, obligations, and agreements of the Parties contained in this Agreement or the affirmations of such representations, warranties, covenants, obligations, and agreements contained in the certificate delivered by Buyer at Closing pursuant to Section 2.04, and except for the remedies provided in Article 10 and Article 11, **SELLER RELEASES BUYER GROUP FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, PROCEEDINGS, OR OTHER LEGAL RIGHTS AND REMEDIES OF SELLER GROUP, KNOWN OR UNKNOWN, WHICH SELLER MIGHT NOW OR SUBSEQUENTLY HAVE, BASED ON, RELATING TO OR IN ANY WAY ARISING OUT OF THIS AGREEMENT, THE CONTEMPLATED TRANSACTIONS, THE OWNERSHIP, USE OR OPERATION OF THE ASSETS AFTER THE CLOSING, BREACHES OF STATUTORY OR IMPLIED WARRANTIES, NUISANCE, OR OTHER TORT ACTIONS, RIGHTS TO PUNITIVE DAMAGES, COMMON LAW RIGHTS OF CONTRIBUTION, AND RIGHTS UNDER INSURANCE MAINTAINED BY BUYER OR ANY OF BUYER'S AFFILIATES**. Nothing in this Agreement or otherwise shall release or relieve Buyer for actual fraud.

10.04 **Indemnity Net of Insurance.** The amount of any Damages for which an indemnified Party is entitled to indemnity under this Article 10 shall be reduced by the amount of insurance or indemnification proceeds realized by the indemnified Party or its Affiliates with respect to such Damages (net of any collection costs, and excluding the proceeds of any insurance policy issued or underwritten, or indemnity granted, by the indemnified Party or its Affiliates).

10.05 **Limitations on Liability.**

(a) Except with respect to the Fundamental Representations and the representations and warranties included in Section 3.04, if the Closing occurs, Seller shall not have any liability for any indemnification under Section 10.02(a): (a) for any Damages with respect to any occurrence, claim, award or judgment with respect to that do not individually exceed Seventy Five Thousand Dollars ($75,000) net to Seller's interest (the "Individual Claim Threshold"); or (b) unless and until the aggregate Damages for which claim notices for claims meeting the Individual Claim Threshold are delivered by Buyer exceed two percent (2%) of the unadjusted Purchase Price, and then only to the extent such Damages exceed two percent (2%) of the unadjusted Purchase Price. Except with respect to the Fundamental Representations and the representations and warranties included in Section 3.04, in no event will Seller be liable for Damages indemnified under Section 10.02(a) to the extent such damages, exceed twenty percent (20%) of the unadjusted Purchase Price. Notwithstanding anything herein to the contrary, in no event will Seller's aggregate liability under this Agreement exceed one hundred percent (100%) of the unadjusted Purchase Price.

(b) Notwithstanding anything herein to the contrary, the obligations and rights of the Parties hereunder, and the Damages for which any Party is obligated to indemnify or entitled to indemnity under Section 11.02 or Section 11.03 shall be determined and calculated by excluding and without giving effect to any qualifiers as to "Material Adverse Effect", materiality or other similar qualifiers set forth in any representation or warranty (including any bringdown of such representation or warranty in any certificate delivered pursuant to this Agreement).

10.06 **Procedure for Indemnification--Third Party Claims.**

(a) Promptly after receipt by an indemnified party under Section 10.02 or 10.03 of a Third Party claim for Damages or notice of the commencement of any Proceeding against it, such indemnified party shall, if a claim is to be made against an indemnifying Party under such Section, give notice to the indemnifying Party of the commencement of such claim or Proceeding, together with a claim for indemnification pursuant to this Article 10. The failure of any indemnified party to give notice of a Third Party claim or Proceeding as provided in this Section 10.06 shall not relieve the indemnifying Party of its obligations under this Article 10 except to the extent and then only to the extent such failure results in insufficient time being available to permit the indemnifying Party to effectively defend against the Third Party claim or participate in the Proceeding or otherwise prejudices the indemnifying Party's ability to defend against the Third Party claim or participate in the Proceeding.

(b) If any Proceeding referred to in Section 10.06(a) is brought against an indemnified party and the indemnified party gives notice to the indemnifying Party of the commencement of such Proceeding, the indemnifying Party shall be entitled to participate in such Proceeding and, to the extent that it wishes (unless (i) the indemnifying Party is also a party to such Proceeding and the indemnified party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying Party fails to provide reasonable assurance to the indemnified party of its financial capacity to defend such Proceeding and provide indemnification with respect to such Proceeding), to assume the defense of such Proceeding with counsel reasonably satisfactory to the indemnified party, and, after notice from the indemnifying Party to the indemnified party of the indemnifying Party's election to assume the defense of such Proceeding, the indemnifying Party shall not, as long as it diligently conducts such defense, be liable to the indemnified party under this Article 10 for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently incurred by the indemnified party in connection with the defense of such Proceeding. Notwithstanding anything to the contrary in this Agreement, the indemnifying Party shall not be entitled to assume or continue control of the defense of any such Proceeding if (A) such Proceeding relates to or arises in connection with any criminal proceeding, (B) such Proceeding seeks an injunction or equitable relief against any indemnified Party, (C) such Proceeding has or would reasonably be expected to result in Damages in excess of the amount set forth in Section 10.05 (i.e., twenty percent (20%) of the unadjusted Purchase Price), or (D) the indemnifying Party has failed or is failing to defend in good faith such Proceeding. If the indemnifying Party assumes the defense of a Proceeding, no compromise or settlement of such Third Party claims or Proceedings may be effected by the indemnifying Party without the indemnified party's prior written consent unless (A) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other Third Party claims that may be made against the indemnified party, and (B) the sole relief provided is monetary damages that are paid in full by the indemnifying Party, and (C) the indemnified party shall have no liability with respect to any compromise or settlement of such Third Party claims or Proceedings effected without its consent.

10.07 **Procedure for Indemnification – Other Claims.** A claim for indemnification for any matter not involving a Third Party claim may be asserted by notice to the Party from whom indemnification is sought.

10.08 **Indemnification of Group Members.** The indemnities in favor of Buyer and Seller provided in Section 10.08 and Section 10.03, respectively, shall be for the benefit of and extend to such Party's present and former Group members. Any claim for indemnity under this Article 10 by any Group member other than Buyer or Seller must be brought and administered by the relevant Party to this Agreement. No indemnified party other than Buyer and Seller shall have any rights against either Seller or Buyer under the terms of this Article 10 except as may be exercised on its behalf by Buyer or Seller, as applicable, pursuant to this Section 10.08. Each of Seller and Buyer may elect to exercise or not exercise indemnification rights under this Section on behalf of the other indemnified party affiliated with it in its sole discretion and shall have no liability to any such other indemnified party for any action or inaction under this Section.

10.09 **Extent of Representations and Warranties.**

(a) **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT, OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO BUYER (INCLUDING ANY OPINION, INFORMATION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO BUYER OR ITS AFFILIATES OR REPRESENTATIVES BY ANY AFFILIATES OR REPRESENTATIVES OF SELLER OR BY ANY INVESTMENT BANK OR INVESTMENT BANKING FIRM, ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, SELLER'S COUNSEL, OR ANY OTHER AGENT, CONSULTANT, OR REPRESENTATIVE OF SELLER). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO (A) THE TITLE TO ANY OF THE ASSETS, (B) THE CONDITION OF THE ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), IT BEING DISTINCTLY UNDERSTOOD THAT THE ASSETS ARE BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS AS TO ALL MATTERS," (C) ANY INFRINGEMENT BY SELLER OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, (D) ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO BUYER BY OR ON BEHALF OF SELLER (INCLUDING THE EXISTENCE OR EXTENT OF HYDROCARBONS OR THE MINERAL RESERVES, THE RECOVERABILITY OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, AND THE ABILITY TO SELL HYDROCARBON PRODUCTION AFTER THE CLOSING), AND (E) THE ENVIRONMENTAL CONDITION AND OTHER CONDITION OF THE ASSETS AND ANY POTENTIAL LIABILITY ARISING FROM OR RELATED TO THE ASSETS.**

(b) Buyer acknowledges and affirms that it has made its own independent investigation, analysis, and evaluation of the Contemplated Transactions and the Assets (including Buyer's own estimate and appraisal of the extent and value of Seller's Hydrocarbon reserves attributable to the Assets and an independent assessment and appraisal of the environmental risks associated with the acquisition of the Assets). Buyer acknowledges that in entering into this Agreement, it has relied on the aforementioned investigation and the express representations and warranties of Seller contained in this Agreement and the Seller Closing Documents. Buyer hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim, or commencing, instituting, or causing to be commenced, any Proceeding of any kind against Seller or its Affiliates, alleging facts contrary to the foregoing acknowledgment and affirmation.

10.10 **Compliance With Express Negligence Test. THE PARTIES AGREE THAT ANY INDEMNITY, DEFENSE, AND/OR RELEASE OBLIGATION ARISING UNDER THIS AGREEMENT SHALL APPLY WITHOUT REGARD TO THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF THE INDEMNIFIED PARTY,** WHETHER **ACTIVE, PASSIVE, JOINT, CONCURRENT, COMPARATIVE, CONTRIBUTORY OR SOLE, OR ANY PRE-EXISTING CONDITION, ANY BREACH OF CONTRACT OR BREACH OF WARRANTY, OR VIOLATION OF ANY LEGAL REQUIREMENT EXCEPT TO THE EXTENT SUCH DAMAGES WERE OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF**

THE INDEMNIFIED PARTY OR ANY GROUP MEMBER THEREOF, IT BEING THE PARTIES' INTENTION THAT DAMAGES TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY OR ANY GROUP MEMBER THEREOF NOT BE COVERED BY THE RELEASE, DEFENSE, OR INDEMNITY OBLIGATIONS IN THIS AGREEMENT. The foregoing is a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

10.11 **Limitations of Liability.** Notwithstanding anything to the contrary contained in this Agreement, **IN NO EVENT SHALL SELLER OR BUYER EVER BE LIABLE FOR, AND EACH PARTY RELEASES THE OTHER FROM, ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR CLAIMS RELATING TO OR ARISING OUT OF THE CONTEMPLATED TRANSACTIONS OR THIS AGREEMENT**; *provided*, *however*, that any consequential, special, indirect, exemplary, or punitive damages recovered by a Third Party (including a Governmental Body, but excluding any Affiliate of any Group member) against a Person entitled to indemnity pursuant to this Article 10 shall be included in the Damages recoverable under such indemnity. Notwithstanding the foregoing, lost profits shall not be excluded by this provision as to recovery hereunder to the extent constituting direct Damages.

10.12 **No Duplication.** Any liability for indemnification hereunder shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability constituting a Breach of more than one representation, warranty, covenant, obligation, or agreement herein. Neither Buyer nor Seller shall be liable for indemnification with respect to any Damages based on any sets of facts to the extent the Purchase Price is being or has been adjusted pursuant to Section 2.05 by reason of the same set of facts.

10.13 **Disclaimer of Application of Anti-Indemnity Statutes.** Seller and Buyer acknowledge and agree that the provisions of any anti-indemnity statute relating to oilfield services and associated activities shall not be applicable to this Agreement and/or the Contemplated Transactions.

10.14 **Waiver of Right to Rescission.** Seller and Buyer acknowledge that, following the Closing, the payment of money, as limited by the terms of this Agreement, shall be adequate compensation for Breach of any representation, warranty, covenant or agreement contained herein or for any other claim arising in connection with or with respect to the Contemplated Transactions. As the payment of money shall be adequate compensation, following Closing, Seller and Buyer waive any right to rescind this Agreement or any of the transactions contemplated hereby.

10.15 **Joint and Several.** Each Seller shall be jointly and severally liable for each representation, warranty, covenant, agreement, indemnification obligation and Breach of this Agreement and the Seller Closing Documents by each other Seller.

ARTICLE 11
TITLE MATTERS AND ENVIRONMENTAL MATTERS; PREFERENTIAL PURCHASE RIGHTS; CONSENTS

11.01 **Title Examination and Access.** Buyer may make or cause to be made at its expense such examination as it may desire of Seller's title to the Assets. For such purposes, until the Closing, Seller shall give to Buyer and its Representatives access during Seller's regular hours of business to originals or, in Seller's sole discretion, copies (which copies may, at Seller's sole discretion, be in electronic format), of all of the files, records, contracts, correspondence, maps, data, reports, plats, abstracts of title, lease files, well files, unit files, division order files, production marketing files, title opinions, title files, title records, ownership maps, surveys, and any other information, data, records, and files that Seller or its Affiliates relating in any way to the title to the Assets, the past or present operation thereof, and the marketing of production therefrom, in accordance with, and subject to the limitations in, Section 5.01.

11.02 **Preferential Purchase Rights.** Seller shall, promptly after the Execution Date, provide all notices necessary to comply with or obtain the waiver of all Preferential Purchase Rights which are applicable to the Contemplated Transactions prior to the Closing Date and in accordance with Section 5.04 and the provisions of the underlying Lease, Fee Mineral or Contract giving rise to such Preferential Purchase Right. (i) To the extent any such Preferential Purchase Rights are exercised by any holders thereof, or (ii) if the time period for exercising any Preferential Purchase Right has not expired, but no notice of waiver (nor of the exercise of such Preferential Purchase Right) has been received from the holder thereof, then, in each case, the Asset(s) subject to such Preferential Purchase Rights shall not be sold to Buyer and shall be excluded from the Assets and sale under this Agreement and shall be considered Retained Assets and the Purchase Price shall be reduced by the Allocated Value thereof. The Purchase Price shall be adjusted downward by the Allocated Value of the Asset(s) so retained. If any holder of a Preferential Purchase Right initially elects to exercise that Preferential Purchase Right, but after the Closing Date, refuses to consummate the purchase of the affected Asset(s) or the right to so exercise expires, then, subject to the Parties' respective rights and remedies as to the obligation to consummate the Contemplated Transactions, Buyer shall purchase such Asset(s) for the Allocated Value thereof (subject to the adjustments pursuant to Section 2.05), and the closing of such transaction shall take place on a date designated by Seller not more than one hundred eighty (180) days after the Closing Date. If such holder's refusal to consummate the purchase of the affected Asset(s) occurs prior to the Closing Date, then, subject to the Parties' respective rights and remedies as to the obligation to consummate the Contemplated Transactions, Buyer shall purchase the affected Asset(s) at the Closing in accordance with the terms of this Agreement.

11.03 **Consents.** Seller shall initiate all procedures required to comply with or obtain all Consents required for the transfer of the Assets in accordance with Section 5.04 and the provisions of the underlying Lease, Fee Mineral or Contract giving rise to such Consent.

(a) If Seller fails to obtain any Consent necessary for the transfer of any Asset to Buyer, Seller's failure shall be handled as follows:

(i) If the Consent is a not a Required Consent, then the affected Assets shall nevertheless be conveyed at the Closing as part of the Assets. Any Damages that arise due to the failure to obtain such Consent shall be treated as Assumed Liabilities.

(ii) Except as set forth in Section 11.03(a)(ii) below, if the Consent is a Required Consent, the Purchase Price shall be adjusted downward by the Allocated Value of the affected Assets (which affected Assets shall include all Leases, Fee Minerals and Wells affected by the Applicable Contract, Fee Mineral or Lease for which a Consent is refused), and the affected Assets shall be treated as Retained Assets and the Purchase Price shall be reduced by the Allocated Value thereof.

(iii) If the Consent is pursuant to that certain License Agreement, dated September 9, 2003, by and between Aera Energy, LLC and BlackSand Partners, L.P., then the such Contract shall be treated as a Retained Asset (but no other Assets shall be excluded from Closing due to the failure to obtain such Consent, and the Purchase Price shall not be reduced due to the failure to obtain such Consent), Seller shall hold such Contract for the benefit of Buyer after Closing and provide Buyer with all rights and benefits of ownership thereof, including control thereof and the economic benefits, until such Consent is received, and Buyer shall be responsible for (and shall indemnify Seller Group for) all Assumed Liabilities arising from the ownership and operation thereof, as if such Contract had been assigned to Buyer at Closing (which Assumed Liabilities do not include any Damages associated with the failure to obtain such Consent).

(b) Notwithstanding the provisions of Section 11.03(a), if Seller obtains a Required Consent described in Section 11.03(a)(ii) or Section 11.03(a)(iii) within one hundred eighty (180) days after the Closing, then Seller shall promptly deliver conveyances of the affected Asset(s) to Buyer and, with respect to Required Consents described in Section 11.03(a)(ii) only, Buyer shall pay to Seller an amount equal to the Allocated Value of the affected Asset(s) in accordance with wire transfer instructions provided by Seller (subject to the adjustments set forth in Section 2.05).

11.04 **Title Defects.** Buyer shall notify Seller of Title Defects ("Title Defect Notice(s)") promptly after the discovery thereof, but in no event later than 5:00 p.m. Central Time on July 11, 2017 (the "Defect Notice Date"). To be effective, each Title Defect Notice shall be in writing and include (a) a description of the alleged Title Defect and the Well or portion thereof (including by the currently producing formation) affected by such alleged Title Defect (each, a "Title Defect Property"), (b) the Allocated Value of each Title Defect Property (including any Secondary Allocated Value, if applicable), (c) supporting documents reasonably necessary for Seller to verify the existence of the alleged Title Defect, (d) Buyer's preferred manner of curing such Title Defect, and (e) the amount by which Buyer reasonably believes the Allocated Value (including any Secondary Allocated Value, if applicable) of each Title Defect Property is reduced by such alleged Title Defect and the computations upon which Buyer's belief is based (the "Title Defect Value"). To give Seller an opportunity to commence reviewing and curing Title Defects, Buyer agrees to use reasonable efforts to give Seller, on a weekly basis prior to the Defect Notice Date, written notice of all alleged Title Defects (as well as any claims that would be claims under the special warranty of Defensible Title set forth in the Instruments of Conveyance) discovered by Buyer during the preceding week. Notwithstanding anything herein to the contrary including Buyer's rights under Section 10.02, and subject to Buyer's rights under the Instruments of Conveyance, Buyer forever waives, and Seller shall have no liability for, Title Defects not asserted by 5:00 p.m. Central Time on the Defect Notice Date.

11.05 **Title Defect Value.** The Title Defect Value shall be determined pursuant to the following guidelines, where applicable:

(a) if the Parties agree on the Title Defect Value, then that amount shall be the Title Defect Value;

(b) if the Title Defect is an Encumbrance that is undisputed and liquidated in amount, then the Title Defect Value shall be the amount necessary to be paid to remove the Title Defect from the Title Defect Property;

(c) if the Title Defect represents a discrepancy between (i) Seller's Net Revenue Interest for the Title Defect Property and (ii) the Net Revenue Interest set forth for such Title Defect Property in Exhibit B, and there is a proportional decrease in Seller's Working Interest set forth for such Title Defect Property in Exhibit B, then the Title Defect Value shall be the product of the Allocated Value of such Title Defect Property, *multiplied* by a fraction, the numerator of which is the Net Revenue Interest decrease and the denominator of which is the Net Revenue Interest set forth for such Title Defect Property in Exhibit B;

(d) if the Title Defect represents an increase of (i) Seller's Working Interest for any Title Defect Property over (ii) the Working Interest set forth for such Title Defect Property in Exhibit B (in each case, except (A) increases resulting from contribution requirements with respect to defaulting co-owners under applicable operating agreements, or (B) increases to the extent that such increases are accompanied by a proportionate increase in Seller's Net Revenue Interest), then the Title Defect Value shall be determined by taking into account the Allocated Value of the Title Defect Property, the portion of the Title Defect Property affected by the Title Defect, the legal effect of the Title Defect, the potential economic effect of the Title Defect over the life of the Title Defect Property, the values placed upon the Title Defect by Buyer and Seller and such other reasonable factors as are necessary to make a proper evaluation; and

(e) if the Title Defect represents an obligation or Encumbrance upon or other defect in title to the Title Defect Property of a type not described above, then the Title Defect Value shall be determined by taking into account the Allocated Value of the Title Defect Property, the portion of the Title Defect Property affected by the Title Defect, the legal effect of the Title Defect, the potential economic effect of the Title Defect over the life of the Title Defect Property, the values placed upon the Title Defect by Buyer and Seller and such other reasonable factors as are necessary to make a proper evaluation.

In no event, however, shall the total of the Title Defect Values related to a particular Asset exceed the Allocated Value of such Asset. The Title Defect Value with respect to a Title Defect shall be determined without any duplication of any costs or losses included in any other Title Defect Value hereunder, or for which Buyer otherwise receives credit in the calculation of the Purchase Price.

The amount by which the Secondary Allocated Value of each applicable Title Defect Property is reduced by such alleged Title Defect shall be referred to herein as the "Secondary Title Defect Value." The Secondary Title Defect Value shall be calculated pursuant to the guidelines set forth above in this Section 11.05, except that all references to Allocated Value shall be replaced with references to the Secondary Allocated Value, and all other provisions of Section 11.06, 11.07, 11.08 and 11.15 shall apply with respect to the Secondary Title Defect Values, *mutatis mutandis*. Subject to Seller's right to cure or contest a Title Defect pursuant to Section 11.06, the Contingent Purchase Price provided for in Section 2.02(b) will be reduced by the amount of any Secondary Title Defect Value.

11.06 **Seller's Cure or Contest of Title Defects.**

Seller may contest any asserted Title Defect or Buyer's good faith estimate of the Title Defect Value as described in Section 11.06(b) and may seek to cure any asserted Title Defect as described in Section 11.06(a).

(a) Seller shall have the right to cure any Title Defect on or before sixty (60) days after the Defect Notice Date or, if later, after the date of resolution of such Title Defect or the Title Defect Value by an Expert pursuant to Section 11.15 (the "Title Defect Cure Period") by giving written notice to Buyer of its election to cure prior to the Closing Date or, if later, after the applicable Expert Decision date. If Seller elects:

(i) to cure and actually cures the Title Defect ("Cure"), prior to the Closing, then the Asset affected by such Title Defect shall be conveyed to Buyer at the Closing, and no Purchase Price adjustment will be made for such Title Defect;

(ii) to cure and does not cure the Title Defect prior to the Closing, then:

(A) at Closing (x) Seller shall convey the affected Title Defect Property to Buyer and (y) the Purchase Price shall be reduced by the applicable Title Defect Value and Buyer or an Affiliate shall by wire transfer in same day funds (1) deposit the Title Defect Value attributable to the affected Asset into the Escrow Account and (2) pay the remaining Allocated Value of the affected Title Defect Property to Seller in accordance with Section 2.04(b); or

(B) if Seller is unable to Cure the Title Defect by the end of the Title Defect Cure Period, then Seller shall include a downward adjustment in the Final Settlement Statement equal to the Title Defect Value for such Asset and the Parties shall (or shall cause their Affiliate who is party to the Escrow Agreement to) within five (5) Business Days issue joint written instructions to the Escrow Agent to release such Title Defect Value to Buyer; or

(C) if Seller is able to Cure the Title Defect by the end of the Title Defect Cure Period, then Seller shall remove the downward adjustment in the Final Settlement Statement equal to the Title Defect Value for such Asset and then the Parties shall within five (5) Business Days issue joint written instructions to the Escrow Agent to release such Title Defect Value to Seller.

(iii) not to cure the Title Defect, if and only if Buyer agrees to this remedy in its sole discretion, Seller shall indemnify Buyer against all Damages (up to the Allocated Value of the applicable Title Defect Property) resulting from such Title Defect with respect to such Title Defect Property pursuant to an indemnity agreement prepared by Seller in a form and substance reasonably acceptable to Buyer.

(iv) not to cure the Title Defect, subject to Seller's continuing right to dispute the Title Defect, Seller shall convey the affected Asset(s) to Buyer at the Closing and the Purchase Price shall be reduced by the applicable Title Defect Value in accordance with the terms of this Agreement.

(b) Seller and Buyer shall attempt to agree on the existence, curative efforts and Title Defect Value for all Title Defects. Representatives of the Parties, knowledgeable in title matters, shall meet during the Title Defect Cure Period for this purpose. However, either Party may at any time prior to the final resolution of the applicable Title Defect hereunder submit any disputed Title Defect or the Title Defect Value to arbitration in accordance with the procedures set forth in Section 11.15. If a contested Title Defect cannot be resolved prior to Closing, except as otherwise provided herein, the Asset affected by such Title Defect shall nevertheless be conveyed to Buyer at the Closing, and the Purchase Price will be adjusted downward in an amount equal to the Title Defect Value for such Asset; *provided, however*, that if the Title Defect Value as finally decided between the Parties or by the Expert, as applicable, is less than the Title Defect Value used for the Purchase Price adjustment, then Seller shall include an upward adjustment in the Final Settlement Statement equal to the amount that the Title Defect Value (as of Closing) exceeds the Title Defect Value as finally determined.

11.07 **Limitations on Adjustments for Title Defects.** Notwithstanding the provisions of Sections 11.04, 11.05 and 11.06, Seller shall be obligated to adjust the Purchase Price to account for uncured Title Defects only to the extent that the sum of (x) the aggregate Title Defect Values of all uncured Title Defects (the "Aggregate Title Defect Value") (after taking into account any offsetting Title Benefit Values) *plus* (y) the Aggregate Environmental Defect Value exceeds the Aggregate Defect Deductible. In addition, if the Title Defect Value for any single Well is less than the De Minimis Title Defect Cost, such value shall not be considered in calculating the Aggregate Title Defect Value. The limitations in this Section 11.07 shall not apply to the special warranty of Defensible Title in the Instruments of Conveyance.

11.08 **Title Benefits.** If Seller discovers any right, circumstance or condition that operates to (a) increase the Net Revenue Interest above that shown in Exhibit B, to the extent the same does not cause a greater than proportionate increase in Seller's Working Interest therein above that shown in Exhibit B, or (b) to decrease the Working Interest of Seller in any Well below that shown in Exhibit B, to the extent the same causes a decrease in Seller's Working Interest that is proportionately greater than the decrease in Seller's Net Revenue Interest therein below that shown in Exhibit B (each, a "Title Benefit"), then Seller shall, from time to time and without limitation, have the right, but not the obligation, to give Buyer written notice of any such

Title Benefits (a "Title Benefit Notice"), as soon as practicable but not later than 5:00 p.m. Central Time on the Defect Notice Date, stating with reasonable specificity the Assets affected, the particular Title Benefit claimed, and Seller's good faith estimate of the amount the additional interest increases the value of the affected Assets over and above that Asset's Allocated Value (the "Title Benefit Value"). Buyer shall also promptly furnish Seller with written notice of any Title Benefit (including a description of such Title Benefit and the Assets affected thereby with reasonable specificity (the "Title Benefit Properties")) which is discovered by any of Buyer's or any of its Affiliates' Representatives, employees, title attorneys, landmen, or other title examiners. The Title Benefit Value of any Title Benefit shall be determined by the following methodology, terms and conditions (without duplication): (i) if the Parties agree on the Title Benefit Value, then that amount shall be the Title Benefit Value; (ii) if the Title Benefit represents a discrepancy between (A) Seller's Net Revenue Interest for any Title Benefit Property and (B) the Net Revenue Interest set forth for such Title Benefit Property in Exhibit B then the Title Benefit Value shall be the product of the Allocated Value of such Title Benefit Property *multiplied* by a fraction, the numerator of which is the Net Revenue Interest increase and the denominator of which is the Net Revenue Interest set forth for such Title Benefit Property in Exhibit B; (iii) if the Title Benefit represents a decrease of (A) Seller's Working Interest for any Title Benefit Property below (B) the Working Interest set forth for such Title Benefit Property in Exhibit B, then the Title Benefit Value shall be determined by calculating the Net Revenue Interest that results from such reduced Working Interest, determining what the Net Revenue Interest would be using such calculated Net Revenue Interest and the Working Interest set forth in Exhibit B, and then calculating the adjustment in the manner set forth in clause (ii) above; and (iv) if the Title Benefit is of a type not described above, then the Title Benefit Value shall be determined by taking into account the Allocated Value of the Title Benefit Property, the portion of such Title Benefit Property affected by such Title Benefit, the legal effect of the Title Benefit, the potential economic effect of the Title Benefit over the life of such Title Benefit Property, the values placed upon the Title Benefit by Buyer and Seller and such other reasonable factors as are necessary to make a proper evaluation. Seller and Buyer shall attempt to agree on the existence and Title Benefit Value for all Title Benefits on before the end of the Title Defect Cure Period. If Buyer agrees with the existence of the Title Benefit and Seller's good faith estimate of the Title Benefit Value, then the Aggregate Title Defect Value shall be offset by the amount of the Title Benefit Value. If the Parties cannot reach agreement by the end of the Title Defect Cure Period, the Title Benefit or the Title Benefit Value in dispute shall be submitted to arbitration in accordance with the procedures set forth in Section 11.15. Notwithstanding the foregoing, the Parties agree and acknowledge that there shall be no upward adjustment to the Purchase Price for any Title Benefit. If a contested Title Benefit cannot be resolved prior to the Closing, Seller shall convey the affected Asset to Buyer and Buyer shall pay for the Asset at the Closing in accordance with this Agreement as though there were no Title Benefits; *provided*, *however*, if the Title Benefit contest results in a determination that a Title Benefit exists, then the Aggregate Title Defect Value shall be adjusted downward by the Title Benefit Value as determined in such contest (which adjustment shall be made on the Final Settlement Statement).

11.09 **Buyer's Environmental Assessment.** Beginning on the Execution Date and ending at 5:00 p.m. Central Time on the Defect Notice Date, Buyer shall have the right, at its sole cost, risk, liability, and expense, to conduct a Phase I Environmental Site Assessment of the

Assets. During Seller's regular hours of business and after providing Seller with written notice of any such activities no less than two (2) Business Days in advance (which written notice shall include the written permission of the operator (if other than Seller) and any applicable Third Party operator or other Third Party whose permission is legally required, which Seller shall reasonably cooperate with Buyer in securing), Buyer and its representatives shall be permitted to enter upon the Assets, inspect the same, review all of Seller's files and records relating to the Assets, and generally conduct visual, non-invasive tests, examinations, and investigations. No sampling or other invasive inspections of the Assets may be conducted prior to Closing without Seller's prior written consent. Buyer's access shall be in accordance with, and subject to the limitations in, Section 5.01.

11.10 **Environmental Defect Notice.** Buyer shall notify Seller in writing of any Environmental Defect (an "Environmental Defect Notice") promptly after the discovery thereof, but in no evet later than 5:00 p.m. Central Time on the Defect Notice Date. To be effective, an Environmental Defect Notice shall include: (i) the Asset(s) affected; (ii) a detailed description of the alleged Environmental Defect and the basis for such assertion under the terms of this Agreement; (iii) Buyer's good faith estimate of the Environmental Defect Value with respect to such Environmental Defect; and (iv) appropriate documentation reasonably necessary for Seller to substantiate Buyer's claim and calculation of the Environmental Defect Value. Notwithstanding anything herein to the contrary including Buyer's rights under Section 10.02, Buyer forever waives Environmental Defects not asserted by an Environmental Defect Notice meeting all of the requirements set forth in the preceding sentence no later than 5:00 p.m. Central Time on the Defect Notice Date.

11.11 **Seller's Exclusion, Cure or Contest of Environmental Defects.**

(a) Seller, in its sole discretion, (x) may contest any asserted Environmental Defect or Buyer's good faith estimate of the Environmental Defect Value as described in Section 11.11 and/or (y) may seek to remediate or cure any asserted Environmental Defect to the extent of the Lowest Cost Response as described in Section 11.11(b); *provided*, if the Environmental Defect Value asserted in good faith by Buyer (I) equals or exceeds the De Minimis Environmental Defect Cost, *and* (II) is equal to or exceeds the lesser of (1) fifty percent (50%) of the Allocated Value of the affected Assets or (2) two million dollars ($2,000,000), then Buyer may elect to exclude such affected Assets, together with all associated Assets, and reduce the Purchase Price by the Allocated Value of such Assets (which will become Retained Assets). If Seller disputes Buyer's good faith assertion and the final determination pursuant to Section 11.15 occurs following the Closing, Buyer or an Affiliate by wire transfer in same day funds shall deposit the Allocated Value attributable to the affected Asset into the Escrow Account and if the final determination pursuant to Section 11.15 (A) results in a determination of the Environmental Defect Value that is less than two million dollars ($2,000,000) and fifty percent (50%) of the Allocated Value of the affected Assets, then Seller shall assign such affected Assets to Buyer pursuant to an assignment in form and substance reasonably acceptable to the Parties and the Parties shall (or shall cause their Affiliate who is party to the Escrow Agreement to) within five (5) Business Days thereof issue joint written instructions to the Escrow Agent to release to Seller the Allocated Value of such Assets, less the applicable Environmental Defect Value, or (B) results in a determination of the Environmental

Defect Value that is greater than or equal to the lesser of two million dollars ($2,000,000) and fifty percent (50%) of the Allocated Value of the affected Assets, such Asset shall remain a Retained Asset and the Parties shall (or shall cause their Affiliate who is party to the Escrow Agreement to) within five (5) Business Days thereof issue joint written instructions to the Escrow Agent to release to Buyer the Allocated Value of such Assets.

(b) Seller shall have the right to remediate or cure an Environmental Defect to the extent of the Lowest Cost Response on or before the Closing Date by giving written notice to Buyer to that effect prior to the Closing Date. If Seller elects to pursue remediation or cure as set forth in this clause (a), Seller shall implement such remediation or cure in a manner that is in compliance with all applicable Legal Requirements in a prompt and timely fashion for the type of remediation or cure. If Seller elects to pursue remediation or cure and:

(i) completes a Complete Remediation of an Environmental Defect prior to the Closing Date, the affected Well(s) shall be included in the Assets conveyed at Closing, and no Purchase Price adjustment will be made for such Environmental Defect;

(ii) does not complete a Complete Remediation prior to the Closing, then unless Buyer elects to exclude such Asset(s) in accordance with its respective rights under Section 11.11(a), Seller shall convey the affected Asset(s) to Buyer at Closing and the Purchase Price shall be reduced by the Environmental Defect Value of the affected Asset(s).

(c) Seller and Buyer shall attempt to agree on the existence and Environmental Defect Value of all Environmental Defects. Representatives of the Parties, knowledgeable in environmental matters, shall meet for this purpose. However, a Party may at any time prior to the final resolution of the applicable Environmental Defect hereunder elect to submit any disputed item to arbitration in accordance with the procedures set forth in Section 11.15. If a contested Environmental Defect cannot be resolved prior to the Closing, subject to the terms of this Section 11.11 the affected Assets(s) shall be excluded from the Assets conveyed to Buyer at Closing and the Purchase Price shall be reduced by the Allocated Value of the affected Asset(s), and Buyer or an Affiliate by wire transfer in same day funds shall deposit the Allocated Value attributable to the affected Asset into the Escrow Account and the final determination of the Environmental Defect and/or Environmental Defect Value shall be resolved pursuant to Section 11.15, subject to Seller's and Buyer's rights to elect to exclude such Asset(s) after the resolution of such dispute in accordance with this Section 11.11.

11.12 **Limitations.** Notwithstanding the provisions of Sections 11.10 and 11.11, no adjustment to the Purchase Price for Environmental Defect Values shall be made unless and until the sum of (x) the aggregate value of all Environmental Defect Values (the "Aggregate Environmental Defect Value") *plus* (y) the Aggregate Title Defect Value (after taking into account any offsetting Title Benefit Values) exceeds the Aggregate Defect Deductible. If the Environmental Defect Value with respect to any single Environmental Defect is less than the De Minimis Environmental Defect Cost, such cost shall not be considered in calculating the Aggregate Environmental Defect Value.

11.13 **Exclusive Remedies.** The rights and remedies granted to Buyer in this Agreement are the exclusive rights and remedies against Seller related to any Environmental Condition, or Damages related thereto. Except for the remedies set forth in Article 10 or Article 11 or any Seller Closing Documents, **BUYER EXPRESSLY WAIVES, AND RELEASES SELLER GROUP FROM, ANY AND ALL OTHER RIGHTS AND REMEDIES IT MAY HAVE UNDER ENVIRONMENTAL LAWS AGAINST SELLER REGARDING ENVIRONMENTAL CONDITIONS, WHETHER FOR CONTRIBUTION, INDEMNITY, OR OTHERWISE.** The foregoing is a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

11.14 **Casualty Loss and Condemnation.** If, after the Execution Date but prior to Closing Date, any portion of the Assets is destroyed by fire or other casualty or is expropriated or taken in condemnation or under right of eminent domain (a "Casualty Loss"), this Agreement shall remain in full force and effect, and Buyer shall nevertheless be required to close the Contemplated Transactions. In the event that the amount of the costs and expenses associated with repairing or restoring the Assets affected by such Casualty Loss exceeds Three Hundred Thousand Dollars ($300,000) net to Seller's interest, Seller must elect by written notice to Buyer prior to Closing either to (a) cause the Assets affected by such Casualty Loss to be repaired or restored, at Seller's sole cost, as promptly as reasonably practicable (which work may extend after the Closing Date), or (b) reduce the Purchase Price by the amount of the Casualty Loss. In each case, Seller shall retain all rights to insurance and other claims against Third Parties with respect to the applicable Casualty Loss except to the extent the Parties otherwise agree in writing. Except as set forth in Article 10, Seller shall have no other liability or responsibility to Buyer with respect to a condemnation or Casualty Loss, **EVEN IF SUCH CASUALTY LOSS SHALL HAVE RESULTED FROM OR SHALL HAVE ARISEN OUT OF THE SOLE OR CONCURRENT NEGLIGENCE, FAULT, VIOLATION OF A LEGAL REQUIREMENT OF SELLER OR ANY MEMBER OF SELLER GROUP.**

11.15 **Expert Proceedings.**

(a) Each matter referred to this Section 11.15 (a "Disputed Matter") shall be conducted in accordance with the Commercial Arbitration Rules of the AAA as supplemented to the extent necessary to determine any procedural appeal questions by the Federal Arbitration Act (Title 9 of the United States Code), but only to the extent that such rules do not conflict with the terms of this Section 11.15. Any notice from one Party to the other referring a dispute to this Section 11.15 shall be referred to herein as an "Expert Proceeding Notice".

(b) The arbitration shall be held before a one member arbitration panel (the "Expert"), mutually agreed by the Parties. The Expert must (a) be a neutral party who has never been an officer, director or employee of or performed material work for a Party or any Party's Affiliate within the preceding five (5)-year period and (b) agree in writing to keep strictly confidential the specifics and existence of the dispute as well as all proprietary records of the Parties reviewed by the Expert in the process of resolving such dispute.

The Expert must have not less than ten (10) years' experience as a lawyer in the State of California with experience in exploration and production issues. If disputes exist with respect to both title and environmental matters, the Parties may mutually agree to conduct separate arbitration proceedings with the title disputes and environmental disputes being submitted to separate Experts. If, within five (5) Business Days after delivery of an Expert Proceeding Notice, the Parties cannot mutually agree on an Expert, then within seven (7) Business Days after delivery of such Expert Proceeding Notice, each Party shall provide the other with a list of three (3) acceptable, qualified experts, and within ten (10) Business Days after delivery of such Expert Proceeding Notice, the Parties shall each separately rank from one through six in order of preference each proposed expert on the combined lists, with a rank of one being the most preferred expert and the rank of six being the least preferred expert, and provide their respective rankings to the Dallas office of the AAA. Based on those rankings, the AAA will appoint the expert with the combined lowest numerical ranking to serve as the Expert for the Disputed Matters. If the rankings result in a tie or the AAA is otherwise unable to determine an Expert using the Parties' rankings, the AAA will appoint an arbitrator from one of the Parties' lists as soon as practicable upon receiving the Parties' rankings. Each Party will be responsible for paying one-half (1/2) of the fees charged by the AAA for the services provided in connection with this Section 11.15(b).

(c) Within five (5) Business Days following the receipt by either Party of the Expert Proceeding Notice, the Parties will exchange their written description of the proposed resolution of the Disputed Matters. Provided that no resolution has been reached, within five (5) Business Days following the selection of the Expert, the Parties shall submit to the Expert the following: (i) this Agreement, with specific reference to this Section 11.15 and the other applicable provisions of this Article 11, (ii) Buyer's written description of the proposed resolution of the Disputed Matters, together with any relevant supporting materials, (iii) Seller's written description of the proposed resolution of the Disputed Matters, together with any relevant supporting materials, and (iv) the Expert Proceeding Notice.

(d) The Expert shall make its determination by written decision within fifteen (15) days following receipt of the materials described in Section 11.15(c) above (the "Expert Decision"). For any Disputed Matter relating to a Title Defect if such defect or irregularity would customarily be waived by a reasonably prudent owner or operator of oil and gas properties in the same geographic area where the Assets are located, as determined by the Expert, then such Expert shall determine that such Disputed Matter is not a Title Defect. The Expert Decision with respect to the Disputed Matters shall be limited to the selection of the single proposal for the resolution of the aggregate Disputed Matters proposed by a Party that best reflects the terms and provisions of this Agreement, *i.e.*, the Expert must select either Buyer's proposal or Seller's proposal for resolution of the aggregate Disputed Matters.

(e) The Expert Decision shall be final and binding upon the Parties, without right of appeal, absent manifest error. In making its determination, the Expert shall be bound by the rules set forth in this Article 11. The Expert may consult with and engage disinterested Third Parties to advise the Expert, but shall disclose to the Parties the identities of such consultants. Any such consultant shall not have worked as an employee or consultant for either Party or its Affiliates during the five (5)-year period preceding the arbitration nor have any financial interest in the dispute.

(f) The Expert shall act as an expert for the limited purpose of determining the specific matters submitted for resolution herein and shall not be empowered to award damages, interest, or penalties to either Party with respect to any matter. Each Party shall bear its own legal fees and other costs of preparing and presenting its case. All costs and expenses of the Expert shall be borne by the non-prevailing Party in any such arbitration proceeding.

ARTICLE 12
EMPLOYMENT MATTERS

12.01 **Seller Benefit Plans**. Effective as of the Employee Start Date, the Continuing Employees shall cease to accrue further benefits and shall cease to be active participants under the Seller Benefit Plans. Buyer shall not assume any of the Seller Benefits Plans. From and after the Employee Start Date, Seller and its ERISA Affiliates shall retain and shall be solely responsible for all obligations and liabilities under the Seller Benefit Plans, and neither Buyer nor its Affiliates shall have any obligation, liability or responsibility from and after the Employee Start Date to or under the Seller Benefit Plans, whether such obligation, liability or responsibility arose before, on or after the Employee Start Date.

12.02 **Pre-Employee Start Date Claims under Seller Benefit Plans**.

(a) To the extent that an Available Employee was a participant in a Seller Benefit Plan, the Seller Benefit Plans shall be responsible for providing welfare benefits (including medical, hospital, dental, accidental death and dismemberment, life, disability and other similar benefits) to any participating Available Employees for all claims incurred prior to the Employee Start Date under and subject to the generally applicable terms and conditions of such plans. For purposes of this Section 12.02, a claim is incurred with respect to (i) accidental death and dismemberment, disability, life and other similar benefits when the event giving rise to such claim occurred and (ii) medical, hospital, dental and other similar benefits when the services with respect to such claim are rendered.

12.03 **Available Employees' Offers and Post-Employee Start Date Employment and Benefits**. Within one (1) Business Day of the Execution Date, Seller shall deliver to Buyer a schedule that includes a list of all Available Employees and a list of those employees described in Section 12.03(d)(ii) (the "Employee Letter"). The list shall include the following data: name, job title, salary or wage, bonus eligibility / target, long term incentive eligibility / target, whether such employee is on a leave of absence, current location, and start date. Buyer shall:

(a) Within ten (10) Business Days of receiving the Employee Letter, make written offers of employment to each of the Available Employees to whom Buyer elects to make an offer of employment, with such offers to be no less than the Available Employee's base salary or hourly wage rate as of the Execution Date, at a location within fifty (50) miles of the Available Employee's current location, and providing such Available Employees at least ten (10) Business Days to either accept or reject such offers;

(b) no later than the date that is three (3) Business Days prior to the anticipated Closing Date, Buyer shall notify Seller as to each Available Employee who has accepted employment with Buyer or any of its Affiliates, which acceptance shall be conditioned upon the occurrence of the Closing and effective as of the Employee Start Date and may be conditioned on other typical hiring policies, and each Available Employee who has rejected Buyer's offer of employment;

(c) indemnify and hold harmless Seller and its Affiliates with respect to all claims and liabilities relating to or arising out of Buyer's employee selection and employment offer process described in this Section 12.03 with regards to any claim of discrimination or other breach of a Legal Requirement in such selection and offer process;

(d) provide to each Available Employee who is actively at work as of the end of the Term under the Transition Services Agreement (as such term is defined therein) or is on a previously scheduled and approved (by Seller or its Affiliates) short-term disability, long-term disability, workers' compensation or other approved leave of absence and accepts an offer of employment from Buyer (the "Continuing Employees"), during the twelve (12) month period immediately following the Closing Date, (i) base salary or hourly wage rate at least equal to the base salary or hourly wage rate provided to the Available Employee as of the Execution Date and (ii) reemployment or hiring, as applicable, to the Available Employees offered by Buyer but identified in the Employee Letter as "Inactive Available Employees" who are not actively at work as of the Closing Date due to short-term disability, workers' compensation or other Seller-approved leave of absence, such reemployment or hiring to be effective as of the date, if any, each such Available Employee has been cleared for and returns to active employment and to be in a position comparable to that which such Available Employee has prior to the commencement of his or her absence from active employment, which in no event may be later than the twelve (12) month anniversary of the Closing Date; *provided* that nothing in the foregoing shall affect the right of Seller and its Affiliates to terminate the employment of an Available Employee for any reason or at any time;

(e) use commercially reasonable efforts to cause each Continuing Employee and his or her eligible dependents (including all such employee's dependents covered immediately prior to the Employee Start Date by a group health plan maintained by Seller or its Affiliates) to be covered under a group health plan maintained by Buyer or its Affiliate that (i) provides major medical and dental benefits coverage to the Continuing Employee and such eligible dependents effective immediately upon the Employee Start Date and (ii) credits or reimburses, at Buyer's option, such Continuing Employee, for the year during which such coverage under such group health plan begins, with any deductibles incurred during such year under a group health plan maintained by Seller or its Affiliates; and

(f) provide full service credit for all purposes (other than to the extent that such credit would result in duplication of benefits with respect to the same period of service, and excepting credit for Buyer's long term equity compensation plan) under all vacation, incentive, compensation and employee benefit plans, policies and arrangements made available to

Continuing Employees by Buyer or any of its Affiliates on or after the Employee Start Date to the same extent such Continuing Employee's service was recognized under the corresponding type of benefit plans in which such Continuing Employee participated immediately prior to the Employee Start Date.

12.04 **Savings Plans**. Effective as of the Employee Start Date, Buyer shall establish or maintain a defined contribution pension plan (or plans) and trust (or trusts) intended to qualify under Sections 401(a) and 501(a) of the Code in which all Continuing Employees shall be eligible to participate (the "Buyer Savings Plan") as of the Employee Start Date. Buyer shall cause the Buyer Savings Plan to accept the direct rollover of electing Continuing Employees' benefits in cash and, if applicable, promissory notes from the Seller Savings Plan that constitutes an eligible rollover distribution pursuant to Code Section 402(c)(4).

12.05 **Post-Employee Start Date Employment Claims**. Buyer shall indemnify, defend and hold Seller and its Affiliates harmless from and against any and all liability of any kind or nature involving or related to the employment of the Continuing Employees by Buyer after the Employee Start Date, including any liability related to any employee benefit plan sponsored or maintained by Buyer or its ERISA Affiliates after the Employee Start Date. Seller shall indemnify, defend and hold Buyer and its Affiliates harmless from and against any and all liability of any kind or nature or related to (a) the employment of any Available Employee who does not become a Continuing Employee, including any liability related to any Seller Benefit Plan and (b) the employment of the Continuing Employees by Seller before the Employee Start Date, including any liability related to any employee benefit plan sponsored or maintained by Seller or its ERISA Affiliates before the Employee Start Date. Any Available Employee who rejects Buyer's offer of employment in Section 12.03 will not be eligible for severance under Seller's Severance Plan.

12.06 **Buyer Welfare Plans**. Buyer shall cause the waiver of all limitations as to pre-existing conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to the Continuing Employees. Buyer shall provide continuation health care coverage to Continuing Employees and their qualified beneficiaries who incur a qualifying event, in accordance with the continuation health care coverage requirements of Section 4980B of the Code and Title I, Subtitle B, Part 6 of ERISA ("COBRA") or any similar provisions of state Legal Requirement, on or after the Employee Start Date. Buyer shall provide any required notice under COBRA or any similar provisions of any state Legal Requirement to Continuing Employees in respect of any qualifying event that occurs as a result of the transactions contemplated by this Agreement.

12.07 **WARN Act**. From the date of this Agreement until the Employee Start Date, Seller shall not and shall cause its Affiliates not to terminate the employment of any Available Employees such that a "plant closing" or "mass layoff" (as those terms are defined in the WARN Act or any similar state Legal Requirement) occurs prior to the Employee Start Date without complying with the WARN Act. Buyer agrees to provide any notice required under the WARN Act or any similar state Legal Requirement with respect to any "plant closing" or "mass layoff" affecting Continuing Employees that may occur after the Employee Start Date or arise, in whole or in part, as a result of the transactions contemplated by this Agreement. In addition, Buyer shall not effectuate a "plant closing" or "mass layoff" or any other similar triggering event under the WARN Act or any other applicable Legal Requirement for six (6) months after the Employee Start Date, affecting any Continuing Employee, except in compliance with the WARN Act or other applicable Legal Requirement.

12.08 **No Third Party Beneficiary Rights**. Nothing herein, expressed or implied, shall confer upon any Available Employees (or any of their beneficiaries or alternate payees) any rights or remedies (including any right to employment or continued employment, or any right to compensation or benefits for any period) of any nature or kind whatsoever, under or by reason of this Agreement or otherwise. In addition, the provisions of this Article 12, are for the sole benefit of the Parties and are not for the benefit of any Third Party.

12.09 **Severance Obligation**. If any Available Employee is entitled to severance benefits under the Seller's Severance Plan as a result of a Qualifying Termination caused by the failure of Buyer or its Affiliate to give an offer of employment to such Available Employee or the failure of Buyer to give an offer of employment to the Available Employee that would avoid a Qualifying Termination, Seller shall bear one hundred percent (100%) of the amount of severance benefits paid to such Available Employee; *provided* that if buyer or its Affiliate hires any such Available Employee on or before the date that is six (6) months after the Transition Date, Buyer shall promptly pay, or cause to be paid to, Seller the amount of any severance benefits paid to such Available Employee pursuant to Seller's Severance Plan.

ARTICLE 13
GENERAL PROVISIONS

13.01 **Records.** Seller, at Buyer's cost and expense, shall deliver originals of all Records to Buyer (FOB Seller's office) within sixty (60) days after the Transition Date. With respect to any original Records delivered to Buyer, (a) Seller shall be entitled to retain copies of such Records, and (b) Buyer shall retain any such original Records for at least seven (7) years beyond the Closing Date, during which seven (7)-year period Seller shall be entitled to obtain access to such Records, at reasonable business hours and upon prior notice to Buyer, so that Seller may make copies of such original Records, at its own expense, as may be reasonable or necessary for Tax purposes or in connection with any Proceeding or Threatened Proceeding against Seller.

13.02 **Expenses.**

(a) Except as otherwise expressly provided in this Agreement, each Party to this Agreement shall bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants. However, the prevailing Party in any Proceeding brought under or to enforce this Agreement, excluding any expert proceeding pursuant to Section 11.15 or Section 2.05(d), shall be entitled to recover court costs and arbitration costs, as applicable, and reasonable attorneys' fees from the non-prevailing Party or Parties, in addition to any other relief to which such Party is entitled.

(b) All Transfer Taxes and all required documentary, filing and recording fees and expenses in connection with the filing and recording of the assignments, conveyances or other Instruments of Conveyance required to convey title to the Assets to Buyer shall be borne by Buyer. Seller shall retain responsibility for, and shall bear, all Asset Taxes assessed with respect to the Assets for (i) any period ending prior to the Effective Time and (ii) the portion of any Straddle Period ending immediately prior to the Effective Time. All Asset Taxes with respect to the Assets arising on or after the Effective Time (including the portion of any Straddle Period beginning at the Effective Time) shall be allocated to and borne by Buyer. For purposes of allocation between the Parties of Asset Taxes assessed with respect to the Assets for any Straddle Period, (A) Asset Taxes that are attributable to the severance or production of Hydrocarbons shall be allocated based on severance or production occurring before the Effective Time (which shall be Seller's responsibility) and from and after the Effective Time (which shall be Buyer's responsibility); (B) Asset Taxes that are based upon or related to income or receipts or imposed on a transactional basis (other than such Asset Taxes described in clause (A)) shall be allocated based on revenues from sales occurring before the Effective Time (which shall be Seller's responsibility) and from and after the Effective Time (which shall be Buyer's responsibility); and (C) Asset Taxes that are ad valorem, property or other Asset Taxes imposed on a periodic basis shall be allocated *pro rata* per day between the portion of the Straddle Period ending immediately prior to the Effective Time (which shall be Seller's responsibility) and the portion of the Straddle Period beginning at the Effective Time (which shall be Buyer's responsibility). For purposes of the preceding sentence, any exemption, deduction, credit or other item that is calculated on an annual basis shall be allocated *pro rata* per day between the portion of the Straddle Period ending immediately prior to the Effective Time and the portion of the Straddle Period beginning at the Effective Time. To the extent the actual amount of any Asset Taxes described in this Section 13.02(b) is not determinable at Closing, Buyer and Seller shall utilize the most recent information available in estimating the amount of such Asset Taxes for purposes of Section 2.05. Upon determination of the actual amount of such Asset Taxes, timely payments will be made from one Party to the other to the extent necessary to cause each Party to bear the amount of such Asset Tax that is allocable to such Party under this Section 13.02(b). Any allocation of Asset Taxes between the Parties shall be in accordance with this Section 13.02(b).

(c) Except as required by applicable Legal Requirements, in respect of Asset Taxes, (i) Seller shall be responsible for timely remitting all (A) Asset Taxes due (excluding ad valorem and property Taxes) with respect to the Assets for periods ending prior to the Closing Date, (B) ad valorem and property Taxes due with respect to the Assets for periods ending prior to the Effective Time (no matter when due), and (C) ad valorem and property Taxes due with respect to the Assets due prior to the Closing Date (subject, in each case, to Seller's right to reimbursement by Buyer under Section 13.02(b)), (ii) Buyer shall be responsible for timely remitting all (A) Asset Taxes (excluding ad valorem and property Taxes) with respect to the Assets for periods ending on or after the Closing Date, and (B) all ad valorem and property Taxes due on or after the Closing Date (subject, in each case, to Buyer's right to reimbursement by Seller under Section 13.02(b)), in each case, to the applicable taxing authority, (iii) Seller shall prepare and timely file any (A) Tax Return for Asset Taxes (excluding ad valorem and property

Taxes) with respect to the Assets required to be filed for periods ending prior to the Closing Date, and (B) Tax Return for ad valorem and property Taxes with respect to the Assets due prior to the Closing Date, and (iv) Buyer shall prepare and timely file any (A) Tax Return for Asset Taxes (excluding ad valorem and property Taxes) with respect to the Assets required to be filed for periods ending on or after the Closing Date, and (B) Tax Return for ad valorem and property Taxes in respect to the Assets required to be filed on or after the Closing Date (including Tax Returns related to any Straddle Period). Each Party shall indemnify and hold the other Party harmless for any failure to file such Tax Returns and to make such payments. Buyer shall prepare all such Tax Returns relating to any Straddle Period on a basis consistent with past practice except to the extent otherwise required by applicable Legal Requirements. Buyer shall provide Seller with a copy of any Tax Return relating to any Straddle Period for Seller's review at least ten (10) days prior to the due date for the filing of such Tax Return (or within a commercially reasonable period after the end of the relevant Taxable period, if such Tax Return is required to be filed less than ten (10) days after the close of such Taxable period), and Buyer shall incorporate all reasonable comments of Seller provided to Buyer at least three (3) days prior to the due date for the filing of such Tax Return.

(d) Buyer and Seller agree to furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Assets, including access to books and records, as is reasonably necessary for the filing of all Tax Returns by Buyer or Seller, the making of any election relating to taxes, the preparation for any audit by any Governmental Body and the prosecution or defense of any claim, suit or proceeding relating to any tax. The Parties agree to retain all books and records with respect to Tax matters pertinent to the Assets relating to any Tax period beginning before the Closing Date until sixty (60) days after the expiration of the statute of limitations of the respective Tax periods (taking into account any extensions thereof) and to abide by all record retention agreements entered into with any Governmental Body.

(e) Any payments made to any Party pursuant to Article 10 or this Section 13.02 shall constitute an adjustment of the Purchase Price for Tax purposes and shall be treated as such by Buyer and Seller on their Tax Returns to the extent permitted by applicable Legal Requirements.

13.03 **Notices.** All notices, consents, waivers, and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by fax (with written confirmation of receipt), (c) sent by electronic mail with receipt acknowledged, with the receiving Party affirmatively obligated to promptly acknowledge receipt, or (d) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate recipients, addresses, and fax numbers set forth below (or to such other recipients, addresses, or fax numbers as a Party may from time to time designate by notice to the other Party):

NOTICES TO BUYER:

Bridge Energy LLC
707 Wilshire Boulevard, Suite 4600
Los Angeles, California 90017
Attention: Randall Breitenbach
Fax: (213) 225-5916
E-mail: rb@pceclp.com

With a copy (which shall not constitute notice) to:

EIGF Aggregator LLC
c/o Kohlberg, Kravis Roberts & Co.
600 Travis Street, Suite 7200
Houston, Texas 77002
Attention: Dash Lane
Fax: (713) 583-9430
Email: Dash.Lane@kkr.com

NOTICES TO SELLER:

c/o Linn Energy Holdings, LLC
600 Travis Street, Suite 5100
Houston, Texas 77002
Attention: Candice J. Wells, General Counsel
Fax: (832) 726-5955
E-mail: CWells@linnenergy.com

With a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
600 Travis Street, 33rd Floor
Houston, TX 77002
Attention: Anthony Speier, P.C.
Rahul Vashi
Fax: (713) 835-3601
E-mail: anthony.speier@kirkland.com
rahul.vashi@kirkland.com

13.04 **Governing Law; Jurisdiction; Service of Process; Jury Waiver.**

(A) **THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RIGHTS, DUTIES AND THE LEGAL RELATIONS AMONG THE PARTIES HERETO AND THERETO SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION; *PROVIDED,***

***HOWEVER*, THAT ANY MATTER RELATED TO REAL PROPERTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. WITHOUT LIMITING THE PARTIES' AGREEMENT TO ARBITRATE IN SECTION 11.15 OR THE DISPUTE RESOLUTION PROCEDURE PROVIDED IN SECTION 2.05(D) WITH RESPECT TO DISPUTES ARISING THEREUNDER, THE PARTIES HERETO CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE FEDERAL COURTS OF THE UNITED STATES LOCATED IN HOUSTON, TEXAS OR THE STATE COURTS LOCATED IN HOUSTON, TEXAS FOR ANY ACTION ARISING OUT OF THIS AGREEMENT, ANY TRANSACTION DOCUMENTS, OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS AGREEMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY SHALL BE EXCLUSIVELY LITIGATED IN SUCH COURTS DESCRIBED ABOVE HAVING SITES IN HOUSTON, TEXAS AND EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS SOLELY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. EACH PARTY HERETO VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, THAT A FINAL AND NONAPPEALABLE JUDGMENT AGAINST A PARTY IN ANY ACTION OR PROCEEDING CONTEMPLATED ABOVE SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION WITHIN OR OUTSIDE THE UNITED STATES BY SUIT ON THE JUDGMENT, A CERTIFIED OR EXEMPLIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND AMOUNT OF SUCH JUDGMENT. TO THE EXTENT THAT A PARTY OR ANY OF ITS AFFILIATES HAS ACQUIRED, OR HEREAFTER MAY ACQUIRE, ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, SUCH PARTY (ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES) HEREBY IRREVOCABLY (I) WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS WITH RESPECT TO THIS AGREEMENT AND (II) SUBMITS TO THE PERSONAL JURISDICTION OF ANY COURT DESCRIBED IN THIS SECTION 13.04.**

(B) Notwithstanding anything herein to the contrary, each of the Parties agrees that it will not bring or support any action, cause of action, claim, cross-claim or third-Person claim of any kind or description, whether in law or in equity, whether in contract or in tort or

otherwise, against the Financing Sources in any way relating to this Agreement or the Contemplated Transaction, including any Proceeding arising out of or relating in any way to the Debt Financing or the performance thereof, in any forum other than the Supreme Court of the State of New York, County of New York, or, if under applicable Legal Requirements exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (and appellate courts thereof). Each of the Parties irrevocably agrees to waive trial by jury in any action, cause of action, claim, cross-claim or third-Person claim referred to in this paragraph.

13.05 **Further Assurances.** The Parties agree (a) to furnish upon request to each other such further information, (b) to execute, acknowledge, and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

13.06 **Waiver.** The rights and remedies of the Parties are cumulative and not alternative. Neither the failure nor any delay by either Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable Legal Requirement, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party, (b) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (c) no notice to or demand on one Party shall be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

13.07 **Entire Agreement and Modification.** This Agreement supersedes all prior discussions, communications, and agreements (whether oral or written) between the Parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended or otherwise modified except by a written agreement executed by both Parties. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by either Party that is not embodied in this Agreement together with the documents, instruments, and writings that are delivered pursuant hereto, and neither Party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of any Schedule or Exhibit hereto, the terms and provisions of this Agreement shall govern, control, and prevail.

13.08 **Assignments, Successors, and No Third Party Rights.** Neither Party may assign any of its rights, liabilities, covenants, or obligations under this Agreement without the prior written consent of the other Party (which consent may be granted or denied at the sole

discretion of the other Party), and (a) any assignment made without such consent shall be void, and (b) in the event of such consent, such assignment nevertheless shall not relieve such assigning Party of any of its obligations under this Agreement without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement shall apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement shall be construed to give any Person other than the Parties or any other agreement contemplated herein (and Buyer Group and Seller Group who are entitled to indemnification under Article 10), any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. Subject to the preceding sentence, this Agreement, any other agreement contemplated herein, and all provisions and conditions hereof and thereof, are for the sole and exclusive benefit of the Parties and such other agreements (and Buyer Group and Seller Group who are entitled to indemnification under Article 10), and their respective successors and permitted assigns. Notwithstanding the foregoing, the Financing Sources shall be deemed third-Person beneficiaries of Sections 9.02, Section 13.04(b) and this Section 13.08 hereof, each of which shall be enforceable by each Financing Source and, to the extent enforced thereby, construed in accordance with, and governed by, the Laws of the State of New York without reference to the conflict of laws principles thereof, and none of which shall be amended or otherwise modified in any way that adversely affects the rights of any Financing Source without the prior written consent of the Financing Sources.

13.09 **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

13.10 **Article and Section Headings, Construction.** The headings of Sections, Articles, Exhibits, and Schedules in this Agreement are provided for convenience only and shall not affect its construction or interpretation. All references to "Section," "Article," "Exhibit," or "Schedule" refer to the corresponding Section, Article, Exhibit, or Schedule of this Agreement. Unless expressly provided to the contrary, the words "hereunder," "hereof," "herein," and words of similar import are references to this Agreement as a whole and not any particular Section, Article, Exhibit, Schedule, or other provision of this Agreement. Each definition of a defined term herein shall be equally applicable both to the singular and the plural forms of the term so defined. All words used in this Agreement shall be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms and (in its various forms) means including without limitation. Each Party has had substantial input into the drafting and preparation of this Agreement and has had the opportunity to exercise business discretion in relation to the negotiation of the details of the Contemplated Transactions. This Agreement is the result of arm's-length negotiations from equal bargaining positions. This Agreement shall not be construed against either Party, and no consideration shall be given or presumption made on the basis of who drafted this Agreement or any particular provision hereof or who supplied the form of Agreement.

13.11 **Counterparts.** This Agreement may be executed and delivered (including by facsimile or e-mail transmission) in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

13.12 **Press Release.** No Party shall make any press release or other public announcement respecting this Agreement or the Contemplated Transactions prior to the time that is twenty-four (24) hours following the execution and delivery of this Agreement by the Parties. Subject to Section 13.13, if, prior to Closing, any Party wishes to make a press release or other public announcement respecting this Agreement or the Contemplated Transactions, such Party will provide the others with a draft of the press release or other public announcement for review at least twenty-four (24) hours prior to the time that such press release or other public announcement is to be made. The Parties will attempt in good faith to expeditiously reach agreement on such press release or other public announcement and the contents thereof; *provided* that failure to reach such agreement shall not prohibit a Party from making a press release or public announcement. Failure to provide comments back to the other Party within twenty-four (24) hours of receipt of the draft release or announcement will be deemed consent to the public disclosure of such press release or other public announcement and the content thereof. Seller and Buyer shall each be liable for the compliance of their respective Affiliates with the terms of this Section 13.12. Notwithstanding anything to the contrary in this Section 13.12, no Party shall issue a press release or other public announcement relating to the Contemplated Transactions that includes the name of a non-releasing Party or its Affiliates (or, in the case of Buyer, the name of KKR & Co. L.P. and its affiliates, including any portfolio companies of investment funds controlled by affiliates of KKR & Co. L.P.) without the prior written consent of such non-releasing Party (which consent may be withheld in such non-releasing Party's sole discretion).

13.13 **Confidentiality.** The Confidentiality Agreement shall terminate on the Closing Date and will thereafter be of no further force or effect. Each Party shall keep confidential, and cause its Affiliates and instruct its Representatives to keep confidential, all terms and provisions of this Agreement, except (a) as required by Legal Requirements or any standards or rules of any stock exchange to which such Party or any of its Affiliates is subject, (b) for information that is available to the public on the Closing Date, or thereafter becomes available to the public other than as a result of a breach of this Section 13.13, (c) to the extent required to be disclosed in connection with complying with or obtaining a waiver of any Preferential Purchase Right or Consent, and (d) to the extent that such Party must disclose the same in any Proceeding brought by it to enforce its rights under this Agreement. This Section 13.13 shall not prevent either Party from recording the Instruments of Conveyance delivered at the Closing or from complying with any disclosure requirements of Governmental Bodies that are applicable to the transfer of the Assets. The covenant set forth in this Section shall terminate two (2) years after the Closing Date.

13.14 **Name Change.** As promptly as practicable, but in any event within one hundred twenty (120) days after the Closing Date, Buyer shall eliminate, remove or paint over the use of the name "Linn" and variants thereof from the Assets, and, except with respect to such grace period for eliminating the existing usage, shall have no right to use any logos, trademarks, or trade names belonging to Seller or any of its Affiliates. Buyer shall be solely responsible for any direct or indirect costs or expenses resulting from the change in use of name and any resulting notification or approval requirements.

13.15 **Preparation of Agreement.** Both Seller and Buyer and their respective counsel participated in the preparation of this Agreement. In the event of any ambiguity in this Agreement, no presumption shall arise based on the identity of the draftsman of this Agreement.

13.16 **Appendices, Exhibits and Schedules.** All of the Appendices, Exhibits and Schedules referred to in this Agreement are hereby incorporated into this Agreement by reference and constitute a part of this Agreement. Each Party to this Agreement and its counsel has received a complete set of Appendices, Exhibits and Schedules prior to and as of the execution of this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

SELLER:

Linn Energy Holdings, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

Linn Operating, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

Linn Midstream, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

BUYER:

Bridge Energy LLC

By: /s/ Randall H. Breitenbach
Name: Randall H. Breitenbach
Title: Vice President - Acquisition Activities

FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT

This First Amendment to Purchase and Sale Agreement (this "***Amendment***") is made as of July 10, 2017, by and among Linn Energy Holdings, LLC, a Delaware limited liability company, Linn Operating, LLC, a Delaware limited liability company, and Linn Midstream, LLC, a Delaware limited liability company (collectively, "***Seller***") and Bridge Energy LLC a Delaware limited liability company ("***Buyer***"). Seller and Buyer are sometimes hereinafter referred to individually as a "***Party***" and collectively as the "***Parties***." Capitalized terms used but not defined in this Amendment shall have the meanings given to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, Seller and Buyer are parties to that certain Purchase and Sale Agreement dated as of June 1, 2017 (the "***Purchase Agreement***"); and

WHEREAS, the Parties desire to amend the Purchase Agreement and to memorialize certain mutual agreements relating to certain transactions contemplated by the Purchase Agreement, as more specifically set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, representations, warranties, covenants, conditions and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment of Section 2.03. The first sentence of Section 2.03 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

The Closing shall take place at the offices of Kirkland and Ellis LLP at 600 Travis Street, Suite 3300, Houston, Texas 77002 on or before July 21, 2017 (the "Scheduled Closing"), or if all conditions to Closing under Article 7 and Article 8 have not yet been satisfied or waived, within ten (10) Business Days after such conditions have been satisfied or waived, subject to the provisions of Article 9 (the date on which the Closing actually occurs, the "Closing Date").

2. Amendment of Section 11.03(a)(ii). Section 11.03(a)(ii) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

(ii) Except as set forth in Section 11.03(a)(iii) below, if the Consent is a Required Consent, the Purchase Price shall be adjusted downward by the Allocated Value of the affected Assets (which affected Assets shall include all Leases, Fee Minerals and Wells affected by the Applicable Contract, Fee Mineral or Lease for which a Consent is refused), and the affected Assets shall be treated as Retained Assets.

3. Amendment of Section 11.03(a)(iii). Section 11.03(a)(iii) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

(iii) If the Consent is pursuant to that certain License Agreement, dated September 9, 2003, by and between Aera Energy, LLC and BlackSand Partners, L.P. (but Seller has obtained the Consents pursuant to the Aera Lease and that certain Sinking Fund Trust Agreement effective as of February 1, 2007 by and among Linn Energy, LLC, Linn Energy Holdings, LLC, Linn Western Operating, Inc., Blacksand Energy, LLC and Aera Energy LLC), then such License Agreement shall be treated as a Retained Asset (but no other Assets shall be excluded from Closing due to the failure to obtain such Consent, and the Purchase Price shall not be reduced due to the failure to obtain such Consent), Seller shall hold such License Agreement for the benefit of Buyer after Closing and provide Buyer with all rights and benefits of ownership thereof, including control thereof and the economic benefits, until such Consent is received, and Buyer shall be responsible for (and shall indemnify Seller Group for) all Assumed Liabilities arising from the ownership and operation thereof, as if such License Agreement had been assigned to Buyer at Closing (which Assumed Liabilities do not include any Damages associated with the failure to obtain such Consent).

4. Addition of Section 11.03(a)(iv). A new Section 11.03(a)(iv) is hereby added to the Purchase Agreement, as follows:

(iv) If the Consent is pursuant to either (1) the Aera Lease or (2) that certain Sinking Fund Trust Agreement effective as of February 1, 2007 by and among Linn Energy, LLC, Linn Energy Holdings, LLC, Linn Western Operating, Inc., Blacksand Energy, LLC and Aera Energy LLC, then (A) the Purchase Price shall be adjusted downward by the Allocated Value of the Assets affected by the Aera Lease and such Sinking Fund Trust Agreement (which affected Assets shall include all Leases, Fee Minerals and Wells affected by the Aera Lease and such Sinking Fund Trust Agreement) and both the Aera Lease and such Sinking Fund Trust Agreement and such affected Assets shall be treated as Retained Assets, (B) for a period of up to 180 days, Buyer shall operate the Aera Lease and all Assets related thereto from and after the Closing Date (which operations shall be conducted in a manner substantially similar to operations immediately prior to the Closing Date) until such Consent is obtained, and Seller shall provide Buyer with reasonable access to such Retained Assets necessary for Buyer to perform such operations, (C) in the event that such Consent is not obtained within one hundred eighty (180) days after the Closing, Seller shall promptly reimburse and pay (and in any event, within 30 days following receipt of invoice thereof) Buyer an amount equal to $25 per barrel for each gross barrel of Hydrocarbons produced from the Aera Lease, (D) Buyer shall be responsible for (and shall indemnify Seller Group for) all Damages arising from Buyer's operation of such Retained Assets to the extent (and only to the extent) caused by Buyer or its Affiliates' gross negligence, fraud, or willful misconduct, and (E) subject to Buyer's indemnity in clause (D) above, Seller shall be responsible for (and shall indemnify Buyer Group for) all

other Damages arising from Buyer's operation of such Retained Assets. Notwithstanding the foregoing, Seller shall have the right to assume operatorship of such Retained Assets by delivering thirty (30) days' prior written notice to Buyer. Notwithstanding anything to the contrary in this Agreement, if Seller reasonably believes that Seller will be unable to obtain such Consent within one hundred eighty (180) days after the Closing, then Seller may, upon obtaining the written consent of Buyer, exercise its right to deliver quitclaims of all or a portion of such Retained Assets pursuant to Section 16 of the Aera Lease; *provided* that Buyer's obligation to operate the Retained Assets pursuant to this Section 11.03(a)(iii) shall terminate as to such quitclaimed interests upon such quitclaim.

5. Amendment of Section 11.03(b). Section 11.03(b) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

(b) Notwithstanding the provisions of Section 11.03(a), if Seller obtains a Required Consent described in Section 11.03(a)(ii), Section 11.03(a)(iii), or Section 11.03(a)(iv) within one hundred eighty (180) days after the Closing, then Seller shall promptly (and in any event, within 5 Business Days of Seller obtaining such Required Consent) deliver conveyances of the affected Asset(s) to Buyer and, with respect to Required Consents described in Section 11.03(a)(ii) or Section 11.03(a)(iv) only, Buyer shall pay to Seller an amount equal to the Allocated Value of the affected Asset(s) in accordance with wire transfer instructions provided by Seller (subject to the adjustments set forth in Section 2.05); *provided* that Buyer's obligation to operate the Retained Assets pursuant to Section 11.03(a)(iii) shall terminate as to such conveyed interests upon such conveyance.

6. Amendment of Section 11.04. The first sentence of Section 11.04 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

Buyer shall notify Seller of Title Defects ("Title Defect Notice(s)") promptly after the discovery thereof, but in no event later than 5:00 p.m. Central Time on July 14, 2017 (the "Defect Notice Date").

7. Compliance with Purchase Agreement. The Parties acknowledge that this Amendment complies with the requirements to alter or amend the Purchase Agreement, as stated in Section 13.07 of the Purchase Agreement. The Purchase Agreement, as amended herein, is ratified and confirmed, and all other terms and conditions of the Purchase Agreement not modified by this the Amendment shall remain in full force and effect. All references to the Purchase Agreement shall be considered to be references to the Purchase Agreement as modified by this Amendment.

8. Incorporation. The Parties acknowledge that this Amendment shall be governed by the terms of Article XIII of the Purchase Agreement and such provisions shall be incorporated herein, *mutatis mutandis*.

9. Counterparts. This Amendment may be executed and delivered (including by facsimile or e-mail transmission) in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment and all of which, when taken together, shall be deemed to constitute one and the same agreement.

[*Signature pages follow*.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the date first written above.

SELLER:

Linn Energy Holdings, LLC

By: /s/ Carlos A. De Ayala
Name: Carlos A. De Ayala
Title: Vice President, Business Development and Strategy Planning

Linn Operating, LLC

By: /s/ Carlos A. De Ayala
Name: Carlos A. De Ayala
Title: Vice President, Business Development and Strategy Planning

Linn Midstream, LLC

By: /s/ Carlos A. De Ayala
Name: Carlos A. De Ayala
Title: Vice President, Business Development and Strategy Planning

BUYER:

Bridge Energy LLC

By: /s/ Randall H. Breitenbach
Name: Randall H. Breitenbach
Title: Vice President—Acquisition Activities

PURCHASE AND SALE AGREEMENT
DATED OCTOBER 3, 2017,
BY AND BETWEEN
LINN ENERGY HOLDINGS, LLC AND LINN OPERATING, LLC
AS SELLER,
AND
WASHAKIE EXARO OPPORTUNITIES, LLC
AS BUYER

TABLE OF CONTENTS

EXHIBITS AND SCHEDULES

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of October 3, 2017 (the "Execution Date"), by and between Linn Energy Holdings, LLC, a Delaware limited liability company ("LEH"), and Linn Operating, LLC, a Delaware limited liability company ("LOI" and together with LEH, "Seller"), and Washakie Exaro Opportunities, LLC, a Delaware limited liability company ("Buyer"). Seller and Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITAL

Seller desires to sell, and Buyer desires to purchase, all of Seller's right, title and interest in and to certain oil and gas properties and related assets and contracts, effective as of the Effective Time, for the consideration and on the terms set forth in this Agreement.

AGREEMENT

For and in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, in addition to other capitalized terms defined in this Agreement, the following terms have the meanings specified or referred to in this Article 1 when capitalized:

"AAA" – the American Arbitration Association.

"Accounting Expert" – as defined in Section 2.05(d).

"Accrued Vacation Balances" – as defined in Section 12.02(b).

"Acquisition Proposal" – as defined in Section 6.07.

"AFE" – as defined in Section 3.13.

"Affiliate" – with respect to a Party, any Person directly or indirectly controlled by, controlling, or under common control with, such Party, including any subsidiary of such Party and any "affiliate" of such Party within the meaning of Reg. §240.12b-2 of the Securities Exchange Act of 1934, as amended. As used in this definition, "control" means possession, directly or indirectly, of the power to direct or cause the direction of management, policies, or action through ownership of voting securities, contract, voting trust, or membership in management or in the group appointing or electing management or otherwise through formal or informal arrangements or business relationships. The terms "controlled by," "controlling," and other derivatives shall be construed accordingly.

"Aggregate Defect Deductible" – an amount equal to three percent (3%) of the unadjusted Purchase Price.

"Aggregate Environmental Defect Value" – as defined in Section 11.12.

"Aggregate Title Defect Value" – as defined in Section 11.07.

"Allocated Values" – the values assigned among the Assets as set forth on Schedule 2.07.

"Alternative Financial Statements" – as defined in Section 6.06(b)(ii).

"Annual Financial Statements" – as defined in Section 6.06(b)(i).

"Applicable Contracts" – all Contracts to which Seller is a party or is bound that primarily relate to any of the Assets and that will be binding on the Buyer after the Closing, including: communitization agreements; net profits agreements; production payment agreements; area of mutual interest agreements; joint venture agreements; confidentiality agreements; farmin and farmout agreements; bottom hole agreements; crude oil, condensate, and natural gas purchase and sale, gathering, transportation, and marketing agreements; hydrocarbon storage agreements; acreage contribution agreements; operating agreements; balancing agreements; pooling declarations or agreements; unitization agreements; processing agreements; saltwater disposal agreements; facilities or equipment leases; and other similar contracts and agreements, but exclusive of any master service agreements, Debt Contracts, Hedge Contracts and Contracts to the extent relating to the Excluded Assets.

"Asset Taxes" – ad valorem, property, excise, severance, production, sales, use and similar Taxes based upon the operation or ownership of the Assets, the production of

Hydrocarbons or the receipt of proceeds therefrom, but excluding, for the avoidance of doubt, Income Taxes and Transfer Taxes.

"Assets" – all of Seller's right, title, and interest in, to, and under the following, without duplication, except to the extent constituting Excluded Assets:

(a) all of the oil and gas leases, subleases, and other leaseholds located in the Designated Area (including the oil and gas leases, subleases and other leaseholds described in Exhibit A), together with (i) any and all other right, title and interest of Seller in and to the leasehold estates created thereby subject to the terms, conditions, covenants and obligations set forth in such leases or Exhibit A (such interest in such leases, the "Leases"), (ii) all related rights and interests in the lands covered by the Leases and any lands pooled or unitized therewith (such lands, the "Lands"), (iii) all Royalties applicable to the Leases or the Lands, (iv) any amendments, extensions, acreage designations, ratifications, and/or partial releases affecting the Leases, (v) all rights, privileges, benefits and powers conferred upon the holder of the Leases and its Affiliates with respect to the use and occupation of the Lands, and (vi) all tenements, hereditaments, and appurtenances belonging to such Leases and the Lands;

(b) any and all oil, gas, water, observation, injection, CO2 and disposal wells located on any of the Lands (such interest in such wells, including the wells set forth in Exhibit B, the "Wells"), and all Hydrocarbons produced therefrom or allocated thereto from and after the Effective Time;

(c) all fee mineral interests in the Designated Area (such interest, the "Fee Minerals");

(d) all rights and interests in, under or derived from all communitization, unitization and pooling agreements, declarations and orders in effect with respect to any of the Leases or Wells and the units created thereby (the "Units") (the Leases, the Lands, the Fee Minerals, the Units and the Wells being collectively referred to hereinafter as the "Properties" or individually as a "Property");

(e) to the extent that they may be assigned, transferred or re-issued by Seller (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* Seller shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Buyer), all permits, licenses, allowances, water rights, registrations, consents, certificates, orders, approvals, variances, authorizations, servitudes, easements, rights-of-way, surface leases, surface fee interests, other surface
interests and surface rights to the extent appurtenant to or primarily used or primarily held for use in connection with the Assets or otherwise primarily relating to the ownership, operation, production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from the Properties or any of the Assets, including those described on Exhibit A-2 (collectively, "Surface Rights");

(f) all equipment, machinery, tools, inventory, fixtures, improvements and other personal, movable and mixed property located on any of the Properties or other Assets that is used or held for use in connection therewith, including those items listed in Exhibit C, and including well equipment, casing, tubing, pumps, motors, machinery, platforms, rods, tanks, boilers, fixtures, compression equipment, flowlines, pipelines, gathering systems associated with the Wells, manifolds, processing and separation facilities, pads, structures, materials, and other items used or held for use in the operation thereof (collectively, the "Personal Property");

(g) the field offices described on Exhibit A-3;

(h) the vehicles described on Exhibit A-4, subject to Seller's right to remove any vehicles from Exhibit A-4 assigned to Available Employees who are not made an offer of employment by Buyer in accordance with Section 12.03(c);

(i) all salt water disposal wells and evaporation pits that are located in the Designated Area including those described on Exhibit A-5;

(j) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* Seller shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Buyer), all Applicable Contracts and all rights thereunder insofar as and only to the extent relating to the Assets;

(k) all Imbalances relating to the Assets;

(l) the Suspense Funds;

(m) the Specified Receivables;

(n) originals (if available, and otherwise copies) and copies in digital form (if available) of all of the books, files, records, information and data, whether written or electronically stored, relating primarily to the Assets maintained by Seller or its Affiliates or in Seller's or its Affiliates' possession, including: (i) land and title records (including division order files, prospect files, maps, lease records, abstracts of title, title opinions and title curative documents); (ii) Applicable Contract files; (iii) correspondence; (iv) operations, environmental, production, Asset Tax and accounting records; (v) facility and well records; and (vi) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* Seller shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Buyer), geological and seismic data (collectively, "Records");

(o) all Hydrocarbons in storage or existing in stock tanks, pipelines or plants (including inventory);

(p) all radio equipment, SCADA and measurement technology, and other production related mobility devices (such as SCADA controllers), well communication devices, and any other information technology systems and licenses associated with the foregoing, in each case only to the extent such assets and licenses are (i) used or held for use solely in connection with the operation of the Properties, (ii) assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* Seller shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Buyer), and (iii) located on the Property (the "Production Related IT Equipment").

(q) all (i) trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables and general intangibles, attributable to the Assets with respect to periods of time from and after the Effective Time; and (ii) liens and security interests in favor of Seller or its Affiliates, whether choate or inchoate, under any Legal Requirement or Contract to the extent arising from, or relating to, the ownership, operation, or sale or other disposition on or after the Effective Time of any of the Assets or to the extent arising in favor of Seller or its Affiliates as to the operator or non-operator of any Asset;

(r) all rights of Seller and its Affiliates to audit the records of any Person and to receive refunds or payments of any nature, and all amounts of money relating thereto, only to the extent related to the obligations assumed by Buyer pursuant to this Agreement or with respect to which Buyer has an obligation to indemnify Seller; and

(s) all rights, claims, and causes of action (including warranty and similar claims, indemnity claims, and defenses) of Seller or any of its Affiliates whether arising before, on, or after the Effective Time, only to the extent such rights, claims, and causes of action relate solely to any of the Assumed Liabilities.

"Assignment" – the Assignment and Bill of Sale from Seller to Buyer, pertaining to the Assets, substantially in the form attached to this Agreement as Exhibit D.

"Assumed Liabilities" – as defined in Section 2.06.

"Assumed Litigation" – the litigation set forth in Schedule 3.05 Part A.

"Available Employee"– those employees of Seller or its Affiliates identified in the Available Employee List, each of whom is an individual to whom Buyer or its Affiliate may, but shall not be obligated to, make an offer of employment pursuant to Section 12.03; *provided*, *however* that (a) Seller may not identify employees in the Available Employee List who do not perform services on site that are not primarily related to the Assets and (b) any employee of Seller or its Affiliates that is identified in the Available Employee List whose employment with Seller or its Affiliates is terminated prior to the Closing shall cease to be an "Available Employee" immediately as of such termination.

"Available Employee List" – as defined in Section 12.03(a).

"Bankruptcy Cases" – the bankruptcy cases commenced by the filing by Seller (or its applicable predecessor or Affiliate) for voluntary petitions for relief under chapter 11 of title 11 of the United States Code in the Bankruptcy Court that were jointly administered under Case No. 16-60040.

"Bankruptcy Court" –the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

"Breach" – a "Breach" of a representation, warranty, covenant, obligation, or other provision of this Agreement or any certificate delivered pursuant to Section 2.04(a)(iii) or Section 2.04(b)(iii) of this Agreement shall be deemed to have occurred if there is or has been any inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation, or other provision.

"Breaching Party" – a Party (a "Subject Party") who, at the time in question, is in Willful Breach, if (but only if), at such time in question, all conditions precedent to the obligations of the Subject Party to close the Contemplated Transactions as set forth in Article 7 or Article 8, as applicable, (a) have been satisfied (or waived in writing by the Subject Party) other than those conditions that can only be satisfied at the Closing, but subject to the Buyer (in the case where Seller is the Subject Party) or the Seller (in the case where Buyer is the Subject Party) being ready, willing and able to satisfy such conditions at such time in question or (b) would have been fulfilled or satisfied except solely due to the Willful Breach by the Subject Party.

"Business Day" – any day other than a Saturday, Sunday, or any other day on which commercial banks in the State of Texas and New York are authorized or required by law or executive order to close.

"Buyer" – as defined in the preamble to this Agreement.

"Buyer Group" – Buyer and its Affiliates, and their respective Representatives.

"Buyer Savings Plan" – as defined in Section 12.04.

"Buyer's Auditor" – as defined in Section 6.06(b)(i).

"Buyer's Closing Documents" – as defined in Section 4.02(a).

"Casualty Loss" – as defined in Section 11.14.

"Closing" – the closing of the Contemplated Transactions.

"Closing Date" – as defined in Section 2.03.

"COBRA" – as defined in Section 12.06.

"Code" – the Internal Revenue Code of 1986, as amended. All references herein to sections of the Code shall include any corresponding provision or provisions of succeeding law.

"Complete Remediation" – with respect to an Environmental Defect, a remediation or cure of such Environmental Defect which is substantially completed in accordance with the Lowest Cost Response.

"Confidentiality Agreement" – that certain confidentiality agreement dated as of March 31, 2017, by and between Exaro Energy III LLC, Exaro Energy IV LP, and Linn Energy, Inc., as successor in interest to Linn Energy, LLC.

"Consent" – any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization) from any Person that is required to be obtained in connection with the execution or delivery of this Agreement or the consummation of the Contemplated Transactions.

"Contemplated Transactions" – all of the transactions contemplated by this Agreement, including:

(a) the sale of the Assets by Seller to Buyer;

(b) the performance by the Parties of their respective covenants and obligations under this Agreement; and

(c) Buyer's acquisition, ownership, and exercise of control over the Assets.

"Continuing Employees" – as defined in Section 12.03(d).

"Contract" – any written contract, agreement or any other legally binding arrangement, but excluding, however, any Lease, easement, right-of-way, permit or other instrument of conveyance with respect to the Assets. For the avoidance of doubt, joint operating agreements, participation agreements, farmout agreements, area of mutual interest agreements, and similar agreements shall be deemed to be a Contract for purposes of this Agreement.

"Controlled Group Liabilities" – any means any and all liabilities of any Seller Party or any of their respective ERISA Affiliates (a) under Title IV of ERISA, (b) under Sections 206(g), 302 or 303 of ERISA, (c) under Sections 412, 430, 431, 436 or 4971 of the Code, (d) as a result of the failure to comply with the continuation of coverage requirements of Section 601 *et seq.* of
ERISA and Section 4980B of the Code, (e) with respect to a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA, and (f) under corresponding or similar provisions of any foreign Legal Requirement.

"Cure" – as defined in Section 11.06(a)(i).

"Damages" – any and all claims, demands, payments, charges, judgments, assessments, losses, liabilities, damages, Taxes, penalties, fines, expenses, costs, fees, settlements, and deficiencies, including any attorneys' fees, legal, and other costs and expenses suffered or incurred therewith.

"Debt Contract" – any indenture, mortgage, loan, credit or similar agreement entered into by Seller or its Affiliates creating indebtedness on the part of Seller or its Affiliates for borrowed money or the deferred purchase price of property acquired by, or for services rendered to, Seller or its Affiliates.

"Debt Financing" – the amendment or replacement by Buyer's and its Affiliates of their reserve based credit facility and/or any other alternative debt financing incurred or intended to be incurred by Buyer and its Affiliates, in each case, in regards to financing the Contemplated Transactions.

"Deed" – the Surface and Mineral Deed substantially in the form attached to this Agreement as Exhibit J.

"De Minimis Environmental Defect Cost" – One Hundred Thousand Dollars ($100,000).

"De Minimis Title Defect Cost" – One Hundred Thousand Dollars ($100,000).

"Defect Notice Date" – as defined in Section 11.04.

"Defensible Title" – title of Seller with respect to the Leases and Wells that, as of the Effective Time and the Closing Date and subject to the Permitted Encumbrances, is deducible of record or title evidenced by unrecorded instruments or elections, in each case, made or delivered pursuant to joint operating agreements, pooling agreements or unitization agreements, or, with respect to any Service Well, ownership and operating agreements (or substantially similar agreements), and:

(a) with respect to each currently producing formation or applicable Target Formation set forth on Exhibit A for each Lease and Exhibit B for each Well (other than any Service Well), or the applicable Service Formation for each Service Well, as applicable, (in each case, subject to any reservations, limitations or depth restrictions described in Exhibit A or Exhibit B, as applicable), entitles Seller to receive not less than the Net Revenue Interest set forth in Exhibit A or Exhibit B, as applicable, for such producing formation, applicable Target Formation or Service Formation for such Lease or Well, except for (i) decreases in connection with those operations in which Seller or its successors or assigns may from and after the Execution Date and in accordance with the terms of this Agreement elect to be a non-consenting co-owner, (ii) decreases resulting from the establishment or amendment from and after the Execution Date of pools or units in accordance with this Agreement, and (iii) decreases required to allow other working interest owners to make up past underproduction or pipelines to make up past under deliveries described in Schedule 3.09;

(b) with respect to each currently producing formation or applicable Target Formation set forth in Exhibit B for each Well (other than any Service Well), or the applicable Service Formation for any Service Well, as applicable (in each case, subject to any reservations, limitations or depth restrictions described in Exhibit B), obligates Seller to bear not more than the Working Interest set forth in Exhibit B for such producing formation, applicable Target Formation or Service Formation for such Well, except (i) increases resulting from contribution requirements with respect to defaulting co-owners from and after the Execution Date under applicable operating agreements, or (ii) increases to the extent that such increases are accompanied by a proportionate increase in Seller's Net Revenue Interest;

(c) with respect to each Lease for which Net Acres are set forth for such Lease in Exhibit A, entitles Seller to not less than the Net Acres set forth on Exhibit A for the Target Formation; and

(d) is free and clear of all Encumbrances.

"Deposit Amount" – Ten percent (10%) of the unadjusted Purchase Price (including any interest accrued thereon).

"Designated Area" – all areas within Carbon County and Sweetwater County in the state of Wyoming.

"Dispute Notice" – as defined in Section 2.05(d).

"Disputed Matter" – as defined in Section 11.15(a).

"DOJ" – the Antitrust Division of the U.S. Department of Justice.

"DTPA" – as defined in Section 4.11.

"Effective Time" – August 1, 2017, at 12:01 a.m. local time at the location of the Assets.

"Employee Start Date" – as defined in Section 12.03(d).

"Encumbrance" – any burden, encumbrance, charge, equitable interest, privilege, lien, mortgage, deed of trust, production payment, option, pledge, collateral assignment, security interest, or other arrangement substantially equivalent to any of the foregoing.

"Environmental Condition" – any event occurring or condition existing on the Defect Notice Date with respect to an Asset that causes such Asset to be subject to a remedial or corrective action obligation under, or in violation of, an Environmental Law, other than any such event or condition to the extent caused by or relating to NORM unless constituting a violation of Environmental Laws.

"Environmental Defect" – an Environmental Condition discovered by Buyer or its Representatives as a result of any environmental diligence conducted by or on behalf of Buyer pursuant to Section 5.01 and Section 11.09 of this Agreement.

"Environmental Defect Notice" – as defined in Section 11.10.

"Environmental Defect Value" – with respect to each Environmental Defect, the amount of the Lowest Cost Response for such Environmental Defect.

"Environmental Law" – any applicable Legal Requirement in effect as of the Execution Date relating to pollution or the protection of the environment, including those Legal Requirements relating to the storage, handling, and use of Hazardous Materials and those Legal Requirements relating to the generation, processing, treatment, storage, transportation, disposal or other management thereof. The term "Environmental Law" does not include (a) good or desirable operating practices or standards that may be voluntarily employed or adopted by other oil and gas well operators or recommended, but not required, by a Governmental Body or (b) the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 *et seq.*, as amended, or any other Legal Requirement governing worker safety or workplace conditions.

"Environmental Liabilities" – all costs, Damages, expenses, liabilities, obligations, and other responsibilities arising from or under either Environmental Laws or Third Party claims relating to the environment or, to the extent constituting a violation of Environmental Laws, the release of Hazardous Materials, and which relate to the Assets or the ownership or operation of the same.

"ERISA" – the Employee Retirement Security Act of 1974, as amended.

"ERISA Affiliate" – with respect to any entity or trade or business, any other entity, trade or business that is a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes such first entity or trade or business, or that is a member of the same "controlled group" as such first entity or trade or business pursuant to Section 4001(a)(14) of ERISA.

"Escrow Account" – as defined in Section 2.02.

"Escrow Agent" – JPMorgan Chase Bank, N.A.

"Escrow Agreement" – as defined in Section 2.02.

"Excluded Assets" – with respect to each Seller, (a) all of Seller's corporate minute books, financial records and other business records that relate to Seller's business generally (including the ownership and operation of the Assets generally, but excluding any such records to the extent primarily related to the operation of the Assets); (b) except to the extent related to any Assumed Liabilities, all trade credits, all accounts, all receivables of Seller and all other proceeds, income or revenues of Seller attributable to the Assets that are attributable to any period of time prior to the Effective Time (other than the Suspense Funds and Specified Receivables); (c) except to the extent related to any Assumed Liabilities, all claims and causes of action of Seller or its Affiliates that are attributable to periods of time prior to the Effective Time (including claims for adjustments

or refunds); (d) except to the extent related to any Assumed Liabilities subject to Section 11.14, all rights and interests of Seller (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property; (e) except to the extent of an upward adjustment to the Purchase Price, Seller's rights with respect to all Hydrocarbons produced and sold from the Assets with respect to all periods prior to the Effective Time; (f) all claims of Seller or any of its Affiliates for refunds of, or loss carry forwards or credits with respect to, any and all Seller Taxes; (g) all information technology assets, other than the Production Related IT Equipment, including all desktop computers, laptop computers, servers, networking equipment and any associated peripherals and other computer hardware, or computer software and telephone equipment; (h) except to the extent related to any Assumed Liabilities, all rights, benefits and releases of Seller or its Affiliates under or with respect to any Contract that are attributable to periods of time prior to the Effective Time; (i) all of Seller's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other similar intellectual property; (j) all documents and instruments of Seller that may be protected by an attorney-client privilege or any attorney work product doctrine (except for any title opinions); (k) all data that cannot be disclosed to Buyer as a result of confidentiality arrangements with Third Parties under existing written licensing agreements; *provided* Seller shall use commercially reasonably efforts to cause the transfer of all such rights and interests to Buyer; (l) all audit rights or obligations of Seller for which Seller bears responsibility arising under any of the Applicable Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets, except for any Imbalances assumed by Buyer or to the extent related to any Assumed Liabilities; (m) Seller's interpretations of any geophysical or seismic data relating to the Assets; (n) documents prepared or received by Seller or its Affiliates with respect to (i) lists of prospective purchasers for such transactions compiled by Seller, (ii) bids submitted by other prospective purchasers of the Assets, (iii) analyses by Seller or its Affiliates of any bids submitted by any prospective purchaser, (iv) correspondence between or among Seller, its Representatives, and any prospective purchaser other than Buyer, and (v) correspondence between Seller or any of its Representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated by this Agreement; (o) except for field offices described on Exhibit A-3, any offices and office leases; (p) subject to Section 13.13, a copy of all Records; (q) any Contracts that constitute master services agreements or similar contracts; (r) any Hedge Contracts; (s) any Debt Contracts; (t) any of Seller's assets other than the Assets; and (u) any leases, rights and other assets specifically listed in Exhibit E.

"Execution Date" – as defined in the preamble to this Agreement.

"Expert" – as defined in Section 11.15(b).

"Expert Decision" – as defined in Section 11.15(d).

"Expert Proceeding Notice" – as defined in Section 11.15(a).

"Final Amount" – as defined in Section 2.05(d).

"Final Settlement Date" – as defined in Section 2.05(d).

"Final Settlement Statement" – as defined in Section 2.05(d).

"Financing Sources" – any potential or actual lenders and investors for the Debt Financing, together with their Affiliates and their respective Representatives.

"FTC" – the Federal Trade Commission.

"Fundamental Representations" – those representations set forth in Sections 3.01, 3.02, 3.03, 3.06, 3.21, and 3.22.

"GAAP" – generally accepted accounting principles in the United States as interpreted as of the Execution Date.

"Governmental Authorization" – any approval, consent, license, permit, registration, variance, exemption, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

"Governmental Body" – any (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multi-national organization or body; or (e) body or authority exercising, or entitled to exercise, any administrative, arbitration, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Gross Products Taxes" – property or ad valorem Asset Taxes assessed by the State of Wyoming that are measured by the production of Hydrocarbons.

"Group" – either Buyer Group or Seller Group, as applicable.

"Hazardous Materials" – any (a) chemical, constituent, material, pollutant, contaminant, substance, or waste that is regulated by any Governmental Body or may form the basis of liability under any Environmental Law; and (b) petroleum, Hydrocarbons, or petroleum products.

"Hedge Contract" – any Contract to which Seller or any of its Affiliates is a party with respect to any swap, forward, put, call, floor, cap, collar option, future or derivative transaction or option or similar agreement, whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities (including Hydrocarbons), equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

"HSR Act" – the Hart-Scott-Rodino-Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Hydrocarbons" – oil and gas and other hydrocarbons (including condensate) produced or processed in association therewith (whether or not such item is in liquid or gaseous form), or any combination thereof, and any minerals produced in association therewith.

"Imbalances" – over-production or under-production or over-deliveries or under-deliveries with respect to Hydrocarbons produced from or allocated to the Assets, regardless of whether such over-production or under-production or over-deliveries or under-deliveries arise at the wellhead, pipeline, gathering system, transportation system, processing plant, or other location, including any imbalances under gas balancing or similar agreements, imbalances under production handling agreements, imbalances under processing agreements, imbalances under the Leases, and imbalances under gathering or transportation agreements.

"Income Taxes" – income or franchise Taxes based upon, measured by, or calculated with respect to gross or net income, profits, capital, or similar measures (or multiple bases, including corporate, franchise, business and occupation, business license, or similar Taxes, if gross or net income, profits, capital, or a similar measure is one of the bases on which such Tax is based, measured, or calculated), but excluding ad valorem, property, excise, severance, production, sales, use, real or personal property transfer or other similar Taxes.

"Individual Claim Threshold" – as defined in Section 10.05(a).

"Instruments of Conveyance" – the Assignment and the Deed. **Except for the special warranty of Defensible Title by, through and under Seller and its Affiliates contained therein, the foregoing Instruments of Conveyance shall be without warranty of title, whether express, implied, statutory, or otherwise, it being understood that Buyer shall have the right to conduct pre-Closing title due diligence as described below in Article 11, and that the rights and remedies set forth in Article 11 shall be Buyer's sole rights and remedies with respect to title.**

"Interim Financial Statements" – as defined in Section 6.06(b)(i).

"Knowledge" – an individual will be deemed to have "Knowledge" of a particular fact or other matter if such individual is actually aware of such fact or other matter without any duty of inquiry to such individual's direct reports. A Seller Party will be deemed to have "Knowledge" of a particular fact or other matter if any of the following individuals has Knowledge of such fact or other matter: Mark E. Ellis, President and Chief Operating Officer; Arden L. Walker, Jr., Executive Vice President and Chief Operating Officer; David B. Rottino, Executive Vice President and Chief Financial Officer; Thomas E. Emmons, Senior Vice President, Corporate Services; Jamin McNeil, Senior Vice President, Operations; and Candice Wells, Senior Vice President, General Counsel and Corporate Secretary. Buyer will be deemed to have "Knowledge" of a particular fact or other matter if any of the following individuals has Knowledge of such fact or other matter: John P. Atwood and Christopher L. Beato.

"Lands" – as set forth in the definition of "Assets".

"Leases" – as set forth in the definition of "Assets".

"Legal Requirement" – any federal, state, local, municipal, foreign, international, or multinational law, Order, constitution, ordinance, or rule, including rules of common law, regulation, statute, treaty, or other legally enforceable directive or requirement.

"Lowest Cost Response" – the response required or allowed under Environmental Laws in effect as of the Defect Notice Date that addresses and resolves (for current and future use in the same manner as currently used) the identified Environmental Condition in the most cost-effective manner (considered as a whole and allowing for the continued sale and prudent operation of the Assets) as compared to any other response that, in each case, is required or allowed under Environmental Laws. The Lowest Cost Response shall include taking no action, leaving the condition unaddressed, periodic monitoring or the recording of notices in lieu of remediation, if such responses are allowed by the relevant Governmental Body under Environmental Laws. The Lowest Cost Response shall not include any costs or expenses relating to the assessment, remediation, removal, abatement, transportation and disposal of any asbestos, asbestos containing materials or NORM unless such remediation or removal is required to correct a violation of Environmental Law.

"Material Contracts" – as defined in Section 3.10.

"Net Acre" **–** as computed separately with respect to each Lease identified on Exhibit A with a represented Net Acre on Exhibit A, (a) the gross number of mineral acres in the Lands covered by such Lease, *multiplied* by (b) the undivided fee simple mineral interest (expressed as a percentage) in the Lands covered by that Lease (as determined by aggregating the fee simple mineral interests owned by each lessor of that Lease in the Lands) as to the currently producing formation or applicable Target Formation, *multiplied* by (c) Seller's undivided percentage interest that is burdened with the obligation to bear and pay costs and expenses in that Lease; *provided* that if the items in (b) or (c) vary as to different tracts covered by that Lease, a separate calculation shall be done for each such tract. For example, if a Lease in which Seller owns an undivided fifty percent (50%) working interest covers a 20-acre tract in which the lessors of such Lease own an undivided one-half (1/2) fee mineral interest as to the applicable Target Formation and a separate and distinct 40-acre tract in which the lessors of such Lease own an undivided one fourth (1/4) fee mineral interest as to the applicable Target Formation, then the Lease would cover ten (10) Net Acres (i.e., $(20 \times 0.5 \times 0.5) + (40 \times 0.25 \times 0.5) = 10$).

"Net Revenue Interest" – (a) with respect to any Lease or Well (other than any Service Well), the interest in and to all Hydrocarbons produced, saved and sold from or allocated to such Lease or Well (in each case, limited to the currently producing formation or applicable Target Formation as described in the definition of "Defensible Title" and subject to any reservations, limitations or depth restrictions described in Exhibit A or Exhibit B, as applicable), after satisfaction of all other Royalties; and (b) with respect to any Service Well, the proportionate share of revenues from such Service Well (in each case, limited to the applicable Service Formation).

"Non-Operated Assets" – Assets operated by any Person other than Seller or its Affiliates.

"NORM" – naturally occurring radioactive material.

"Order" – any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

"Organizational Documents" – (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the articles of organization and resolutions of a limited liability company; (c) the certificate of limited partnership and limited partnership agreement of a limited partnership; and (d) any amendment to any of the foregoing.

"Outside Date" – as defined in Section 9.01(d).

"Party" or "Parties" – as defined in the preamble to this Agreement.

"Permits" – all environmental and other governmental (whether federal, state, local or tribal) certificates, consents, permits (including conditional use permits), licenses, orders, authorizations, franchises and related instruments or rights solely relating to the ownership, operation or use of the Assets.

"Permitted Encumbrance" – any of the following:

(a) the terms and conditions of all Leases and Contracts if the net cumulative effect of such Leases and Contracts does not (i) materially interfere with the operation or use of any of the Assets (as currently operated and used or the ability of a reasonably prudent operator to drill a well on a Lease), (ii) reduce the Net Revenue Interest of Seller with respect to any Lease or Well to an amount less than the Net Revenue Interest set forth in Exhibit A for such Lease or Exhibit B for such Well, as applicable, (iii) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Exhibit B for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Exhibit B, in the same or greater proportion as any increase in such Working Interest); and (iv) reduce the Net Acres of Seller with respect to any Lease (or any tract thereof, if applicable) identified on Exhibit A to an amount less than the Net Acres set forth on Exhibit A;

(b) any Preferential Purchase Rights, Consents and similar agreements;

(c) excepting circumstances where such rights have already been triggered prior to the Effective Time, rights of reassignment arising upon final intention to abandon or release the Assets;

(d) liens for Taxes not yet due or delinquent or, if delinquent, that are being contested in good faith by appropriate proceedings by or on behalf of Seller, in each case (A) as set forth on Schedule 1.1(PE) or (B) otherwise arising from and after the Execution Date;

(e) all rights to consent by, required notices to, filings with, or other actions by Governmental Bodies in connection with the conveyance of the Leases, if the same are customarily sought and received after the Closing;

(f) all Legal Requirements and all rights reserved to or vested in any Governmental Body (i) to control or regulate any Asset in any manner; (ii) by the terms of any right, power, franchise, grant, license or permit, or by any provision of law, to terminate such right, power, franchise, grant, license or permit or to purchase, condemn, expropriate or recapture or to designate a purchaser of any of the Assets; (iii) to use such property in a manner which does not materially impair the use of such property for the purposes for which it is currently owned and operated; or (iv) to enforce any obligations or duties affecting the Assets to any Governmental Body with respect to any right, power, franchise, grant, license or permit;

(g) rights of a common owner of any interest currently held by Seller and such common owner as tenants in common or through common ownership to the extent that the same does not (i) materially interfere with the use or operation of any of the Assets (as currently used and operated), (ii) reduce the Net Revenue Interest of Seller with respect to any Lease or Well to an amount less than the Net Revenue Interest set forth in Exhibit A for such Lease or Exhibit B for such Well, as applicable, (iii) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Exhibit B for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Exhibit B, in the same or greater proportion as any increase in such Working Interest), or (iv) reduce the Net Acres of Seller with respect to any Lease (or any tract thereof, if applicable) identified on Exhibit A to an amount less than the Net Acres set forth on Exhibit A; *provided*, *however*, that any drilling obligations included in Leases will be considered Permitted Encumbrances so long as Seller is not in breach of such obligations;

(h) easements, servitudes, permits, rights-of-way, surface leases, and other rights in the Assets for the purpose of operations, facilities, roads, alleys, highways, railways, pipelines, transmission lines, transportation lines, distribution lines, power lines, telephone lines, removal of timber, grazing, logging operations, canals, ditches, reservoirs and other
like purposes, or for the joint or common use of real estate, rights-of-way, facilities and equipment, which in each case do not (i) materially interfere with the operation or use of any of the Assets (as currently operated and used or the ability of a reasonably prudent operator to drill a well on a Lease), (ii) reduce the Net Revenue Interest of Seller with respect to any Lease or Well to an amount less than the Net Revenue Interest set forth in Exhibit A for such Lease or Exhibit B for such Well, as applicable, (iii) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Exhibit B for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Exhibit B, in the same or greater proportion as any increase in such Working Interest), or (iv) reduce the Net Acres of Seller with respect to any Lease (or any tract thereof, if applicable) identified on Exhibit A to an amount less than the Net Acres set forth on Exhibit A;

(i) vendors, carriers, warehousemen’s, repairmen’s, mechanics’, workmen’s, materialmen’s, construction or other like liens arising by operation of law in the ordinary course of business or incident to the construction or improvement of any property in respect of obligations which are not yet due or which are being contested in good faith by appropriate proceedings by or on behalf of Seller, in each case (A) as set forth on Schedule 1.1(PE) or (B) otherwise arising from and after the Execution Date;

(j) Encumbrances created under Leases or any joint operating agreements applicable to the Assets or by operation of law in respect of obligations that are not yet due or that are being contested in good faith by appropriate proceedings by or on behalf of Seller, in each case (A) as set forth on Schedule 1.1(PE) or (B) otherwise arising from and after the Execution Date;

(k) any Encumbrance affecting the Assets that is discharged by Seller or expressly waived in writing by Buyer pursuant to the terms of this Agreement at or prior to Closing;

(l) the Assumed Litigation;

(m) defects based solely on assertions that Seller's files lack information (including title opinions);

(n) lessor's royalties, overriding royalties, production payments, net profits interests, reversionary interests, and similar burdens if the net cumulative effect of such burdens (i) does not materially interfere with the operation or use of any of the Assets (as currently operated and used or the ability of a reasonably prudent operator to drill a well on a Lease), (ii) does not reduce the Net Revenue Interest of Seller with respect to any Lease or Well to an amount less than the Net Revenue Interest set forth in Exhibit A for
such Lease or Exhibit B for such Well, as applicable, (iii) does not obligate Seller to bear a Working Interest in any amount greater than the Working Interest set forth in Exhibit B for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Exhibit B, in the same or greater proportion as any increase in such Working Interest); and (iv) reduce the Net Acres of Seller with respect to any Lease (or any tract thereof, if applicable) identified on Exhibit A to an amount less than the Net Acres set forth on Exhibit A;

(o) defects or irregularities of title (i) as to which the relevant statute(s) of limitations or prescription would bar any attack or claim against Seller's title; (ii) to the extent solely arising out of lack of evidence of, or other defects to the extent related to, authorization, execution, delivery, acknowledgment, or approval of any instrument in Seller's chain of title absent reasonable evidence of an actual claim of superior title from a Third Party attributable to such matter; (iii) to the extent consisting of the failure to recite marital status or omissions of heirship proceedings in documents; (iv) resulting from lack of survey, unless a survey is expressly required by applicable Legal Requirements; (v) to the extent arising out of lack of entity authorization unless Buyer provides affirmative evidence that such entity action was not authorized and results in another Person's actual and superior claim of title; (vi) resulting solely from the lack of probate proceedings that have been outstanding for five (5) years or more; (vii) based on a gap in Seller's chain of title to any Well or Lease (A) so long as such gap does not provide a Third Party with a superior claim or (B) unless Buyer affirmatively shows such gap to exist in such records by an abstract of title, title opinion or landman's title chain; (viii) with respect to a Lease (but not a Well), consisting of the lack of a lease amendment or consent, in each case, authorizing pooling or unitization, or (ix) that have been cured by prescription or limitations;

(p) Imbalances set forth on Schedule 3.09;

(q) calls on Hydrocarbon production under existing Contracts set forth on Schedule 3.10;

(r) any matters expressly referenced or set forth on Exhibit A or Exhibit B;

(s) defects or irregularities of title of which Buyer has Knowledge prior to the Execution Date;

(t) mortgages on the lessor's interest under a Lease, whether or not subordinate to such Lease, that have expired on their own terms or the enforcement of which are barred by applicable statute(s) of limitations or prescription; and

(u) the application for, approval of, or establishment of drilling units, drilling and spacing units or drilling permits which in each case do not (i) reduce the Net Revenue Interest of Seller with respect to any Lease or Well to an amount less than the Net Revenue Interest set forth in Exhibit A for such Lease or Exhibit B for such Well, as applicable, (ii) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Exhibit B for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Exhibit B, in the same or greater proportion as any increase in such Working Interest), or (iii) reduce the Net Acres of Seller with respect to any Lease (or any tract thereof, if applicable) identified on Exhibit A to an amount less than the Net Acres set forth on Exhibit A.

"Person" – any individual, firm, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

"Personal Property" – as set forth in the definition of "Assets".

"Phase I Environmental Site Assessment" – a Phase I environmental property assessment of the Assets that satisfies the basic assessment requirements set forth under the current ASTM International Standard Practice for Environmental Site Assessments (Designation E1527-13) or any other visual site assessment or review of records, reports or documents, including an evaluation of the Assets' compliance with Environmental Laws.

"Plan of Reorganization" – the *Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and Its Debtor Affiliates Other than LINN Acquisition Company, LLC and Berry Petroleum Company, LLC*, as confirmed in the Bankruptcy Cases by the *Order Confirming (i) Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and its Debtor Affiliates other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC and (ii) Amended Join Chapter 11 Plan of Reorganization of Linn Acquisition Company, LLC and Berry Petroleum Company, LLC* [Docket No. 1629].

"Post-Closing Date" – as defined in Section 2.05(d).

"Pref Right Properties" – as defined in Section 11.02(b).

"Pref Right Purchase Agreement" – as defined in Section 11.02(b).

"Preferential Purchase Right" – any right or agreement that enables any Person to purchase or acquire any Asset or any interest therein or portion thereof as a result of or in connection with the execution or delivery of this Agreement or the consummation of the Contemplated Transactions.

"Preliminary Amount" – the Purchase Price, adjusted as provided in Section 2.05(b), based upon the best information available at the time of the Closing.

"Preliminary Settlement Statement" – as defined in Section 2.03.

"Proceeding" – any proceeding, action, arbitration, audit, hearing, investigation, request for information, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body.

"Property" or "Properties" – as set forth in the definition of "Assets".

"Property Costs" – all operating expenses (including utilities, payroll of field employees dedicated to the Assets, costs of insurance, rentals, and third party overhead costs) and, capital expenditures (including costs of acquiring equipment), respectively, incurred in the ordinary course of business attributable to the use, operation, and ownership of the Assets, but "Property Costs" shall not include and Seller shall be responsible for all costs, expenses and Damages attributable to (a) personal injury or death, property damage, torts, breach of contract, or violation of any Legal Requirement, (b) obligations relating to the abandonment or plugging of Wells, dismantling or decommissioning facilities, closing pits and restoring the surface around such Wells, facilities and pits prior to Closing, (c) Retained Liabilities, curing Title Defects, Environmental Defects or Breaches of this Agreement by Seller and the matters covered by the indemnities in Section 10.02, (d) obligations with respect to Imbalances, (e) obligations to pay Royalties or other interest owners revenues or proceeds relating to the Assets but held in suspense, including Suspense Funds, (f) rentals, options, lease maintenance, broker fees and other property acquisition costs, (g) any of Seller's or its Affiliates internal overhead or any general and administrative expenses (it being understood that such expenses will be covered by the overhead allocation provisions in Section 2.05(b)), (h) the Bankruptcy Cases, and (i) claims for indemnification or reimbursement from any Third Party with respect to costs of the types described in the preceding clauses (a) through (h), whether such claims are made pursuant to contract or otherwise. Notwithstanding anything to the contrary in this Agreement, Property Costs shall not include any Asset Taxes, Income Taxes or Transfer Taxes.

"Purchase Price" – as defined in Section 2.02.

"Qualifying Termination" – as defined in the Severance Plan.

"Records" – as set forth in the definition of "Assets".

"Representative" – with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Required Consent" – any Consent with respect to which (a) there is a provision within the applicable instrument that such Consent may be withheld in the sole and absolute discretion of the holder or words of similar effect, or (b) there is provision within the applicable instrument expressly stating that an assignment in violation thereof (i) is void or voidable, (ii) triggers the payment of specified liquidated damages, or (iii) causes termination of the applicable Assets to be assigned, or words of similar effect. For the avoidance of doubt, "Required Consent" does not include any Consent, which, by its terms, cannot be unreasonably withheld unless such Consent also includes any of the provisions described in clause (b) of the previous sentence.

"Retained Assets" – any rights, titles, interests, assets, and properties that are originally included in the Assets under the terms of this Agreement, but that are subsequently excluded from the Assets or sale under this Agreement pursuant to the terms of this Agreement at any time before or after the Closing.

"Retained Liabilities" – Damages, liabilities and obligations arising out of or attributable to (a) the disposal or transportation prior to Closing of any Hazardous Materials generated or used by Seller and taken from the Assets to any location that is not an Asset; (b) personal injury (including death) claims attributable to Seller's or its Affiliate's ownership or operation of the Assets prior to the Closing; (c) failure to properly and timely pay, in accordance with the terms of any Lease, Contract or applicable Legal Requirement, all Royalties (and related escheat obligations) and any other working interest amounts (in each case) with respect to the Assets that are due by Seller or any of its Affiliates and attributable to Seller's ownership of the Assets prior to the Closing Date; (d) Retained Litigation; (e) any claim made by or on behalf of an employee or contractor of Seller or any Affiliate of Seller arising from or relating to an employment or contracting relationship with Seller or any Affiliate of Seller; (f) any and all Seller Taxes; (g) any Seller Benefit Plan or other employee benefit plan or arrangement sponsored or contributed to by Seller or any of its ERISA Affiliates, including all Controlled Group Liabilities; (h) any civil or administrative fines or penalties and criminal sanctions imposed on Seller or its Affiliates in connection with any pre-Closing violation of, or failure to comply with, Legal Requirements, including Environmental Laws; (i) any Contracts between Seller and its Affiliates to the extent relating to or binding the Assets that are terminated prior to Closing; and (j) except to the extent the Purchase Price is reduced pursuant to Section 2.05, any Property Costs attributable to Seller's or its Affiliates' ownership or operation of the Assets prior to the Effective Time.

"Retained Litigation" – the litigation set forth in Schedule 3.05 Part B.

"Royalties" – royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests, options, back-in interests, contractual rights to production, and other burdens upon, measured by or payable out of production, excluding, for the avoidance of doubt, any Taxes.

"Scheduled Closing Date" – as defined in Section 2.03.

"SEC Filings" – as defined in Section 6.06(b)(i).

"Seller" – as defined in the preamble to this Agreement.

"Seller Closing Documents" – as defined in Section 3.02(a).

"Seller Group" – Seller and its Affiliates, and their respective Representatives.

"Seller Party" – each of LEH and LOI individually.

"Seller Savings Plan" – as defined in Section 12.04.

"Seller Taxes" – (a) all Income Taxes imposed by any applicable laws on any Seller Party, any of its direct or indirect owners or Affiliates, or any combined, unitary, or consolidated group of which any of the foregoing is or was a member, (b) Asset Taxes allocable to Seller pursuant to Section 13.02(c) (taking into account, and without duplication of, such Asset Taxes effectively borne by Seller as a result of (i) the adjustments to the Purchase Price made pursuant to Section 2.03, Section 2.05(c) or Section 2.05(d), as applicable, and (ii) any payments made from one Party to the other in respect of Asset Taxes pursuant to Section 13.02(c)(iii)), (c) any Taxes imposed on or with respect to the ownership or operation of the Excluded Assets or that are attributable to any asset or business of any Seller Party that is not part of the Assets, (d) any and all Taxes (other than the Taxes described in clauses (a), (b) or (c) of this definition) imposed on or with respect to the ownership or operation of the Assets or the production of Hydrocarbons or the receipt of proceeds therefrom for any Tax period (or portion thereof) ending before the Effective Time, and (e) any and all liabilities of any Seller Party in respect of any Taxes (other than Transfer Taxes, Asset Taxes or the Taxes described in clauses (a), (b) or (c) of this definition).

"Service Formation" – with respect to each Service Well, the formation from which such Service Well is currently disposing of salt water, fracturing flowback liquid or other produced liquids.

"Service Well" – any Well designated as a "Service" Well on Exhibit B.

"Severance Plan" – the terms and conditions of that certain Severance Plan of Linn Energy, Inc., effective February 28, 2017, and attached as Exhibit F hereto.

"Specified Receivables" – accounts receivable owed to Seller as operator of any Wells to satisfy previous overpayments by Seller to Third Parties, and the right to recoup the same out of proceeds of production in respect of such Wells that are scheduled on Schedule 1.1(SR).

"Special Financial Statements" – as defined in Section 6.06(b)(i).

"Straddle Period" – any Tax period beginning before and ending after the Effective Time.

"Subject Party" – as defined in the definition of "Breaching Party".

"Suspense Funds" – proceeds of production and associated penalties and interest in respect of any of the Wells that are payable to any Third Party and are being held in suspense by Seller as the operator of such Wells.

"Target Formation" – the applicable formation described in Exhibit H.

"Tax" or "Taxes" – (a) any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, assessments, unclaimed property and escheat obligations and other governmental charges imposed by any Governmental Body, including income, profits, franchise, alternative or add-on minimum, gross receipts, environmental (including taxes under Section 59A of the Code), registration, withholding, employment, social security (or similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, estimated, unemployment, severance, compensation, utility, stamp, premium, windfall profits, transfer, gains, production and excise taxes, and customs duties, together with any interest, penalties, fines or additions thereto and (b) any successor or transferee liability or any liability that arises by reason of being a member of a consolidated, combined or unitary group, in each case, in respect of any items described in clause (a) above.

"Tax Allocation" – as defined in Section 2.07.

"Tax Returns" – any and all reports, returns, declarations, claims for refund, elections, disclosures, estimates, information reports or returns or statements supplied or required to be supplied to a Governmental Body in connection with Taxes, including any schedule or attachment thereto or amendment thereof.

"Third Party" – any Person other than a Party or an Affiliate of a Party.

"Threatened" – a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made in writing to a Party or any of its officers, directors, or employees that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

"Title Benefit" – as defined in Section 11.08.

"Title Benefit Notice" – as defined in Section 11.08.

"Title Benefit Properties" – as defined in Section 11.08.

"Title Benefit Value" – as defined in Section 11.08.

"Title Defect" – any Encumbrance, defect or other matter that causes Seller not to have Defensible Title in and to the Leases or Wells, without duplication; *provided* that the following shall not be considered Title Defects:

(v) defects arising solely out of the lack of corporate or other entity authorization unless Buyer provides affirmative evidence that such corporate or other entity action was not authorized and results in (or could reasonably be expected to result in) another Person's actual and superior claim of title to the relevant Assets;

(w) defects based on a gap in Seller's chain of title in the county or parish records, unless Buyer affirmatively shows such gap to exist in such records by an abstract of title, title opinion, landman's title chain, run sheet or other document, which documents (if any) shall be included in a Title Defect Notice (for the avoidance of doubt, a non-certified, cursory or limited title chain will satisfy this requirement);

(x) defects arising from any prior oil and gas lease taken more than fifteen (15) years prior to the Effective Time relating to the lands covered by a Lease not being surrendered of record, unless Buyer provides affirmative evidence that a Third Party is conducting operations on, or asserting ownership of, the Assets;

(y) defects based solely upon the failure to record any federal or state Lease or any assignments of interest in such Lease in any county real property record; provided that failures to record any federal or state Lease or any assignments of interest in such Lease in the applicable public record may be defects if the failure to so record cannot be cured by filing the same after the Effective Date in the applicable public record;

(z) defects arising from any change in applicable Legal Requirement after the Execution Date;

(aa) defects that affect only which non-Seller Person has the right to receive royalty payments rather than the amount or the proper payment of such royalty payment; and

(bb) defects based solely on the lack of information in Seller's files.

"Title Defect Cure Period" – as defined in Section 11.06(a).

"Title Defect Notice" – as defined in Section 11.04.

"Title Defect Property" – as defined in Section 11.04.

"Title Defect Value" – as defined in Section 11.04.

"Transfer Tax" – all transfer, documentary, sales, use, stamp, registration and similar Taxes (but excluding (a) all related documentary, filing and recording fees and expenses and (b) Income Taxes) arising out of, or in connection with, the transfer of the Assets pursuant to this Agreement.

"Transition Services Agreement" – the agreement between the Seller and Buyer regarding the operations of the Assets following the Closing, in substantially the same form as set forth in Exhibit I.

"Units" – as set forth in the definition of "Assets".

"Wells" – as set forth in the definition of "Assets".

"Willful Breach" – with respect to a Party, (a) such Party's willful or deliberate act or a willful or deliberate failure to act by such Party, which act or failure to act (i) constitutes in and of itself a material Breach of any covenant set forth in this Agreement and (ii) which was undertaken with the actual knowledge of such Party that such act or failure to act would be, or would reasonably be expected to cause, a material Breach of this Agreement or (b) the failure by such Party to consummate the transactions contemplated by this Agreement after all conditions to such Party's obligations in Article 7 or Article 8, as applicable, have been satisfied or waived in accordance with the terms of this Agreement (other than those conditions which by their terms can only be satisfied simultaneously with the Closing but which would be capable of being satisfied at Closing if Closing were to occur).

"Working Interest" – with respect to any Well, the interest in and to such Well that is burdened with the obligation to bear and pay costs and expenses of maintenance, development and operations on or in connection with such Well (limited to the currently producing formation or the Service Formation as described in the definition of "Defensible Title" and subject to any reservations, limitations or depth restrictions described in Exhibit B), but without regard to the effect of any Royalties or other burdens.

ARTICLE 2
SALE AND TRANSFER OF ASSETS; CLOSING

2.01 **Assets.** Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell and transfer (or shall cause to be sold and transferred) the Assets to Buyer, and Buyer shall purchase, pay for, and accept the Assets from Seller.

2.02 **Purchase Price; Deposit.** Subject to any adjustments that may be made under Section 2.05, the purchase price for the Assets will be Two Hundred Million Dollars ($200,000,000.00) (the "Purchase Price"). Concurrently with the execution of this Agreement, Buyer has deposited by wire transfer into an escrow account (the "Escrow Account") established pursuant to the terms of a mutually agreeable Escrow Agreement (the "Escrow Agreement") an amount equal to the Deposit Amount. The Deposit Amount shall be held by the Escrow Agent, and if the Closing timely occurs, on or before the Closing Date, the Parties shall execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Seller at Closing, which Deposit Amount shall be applied as a credit toward the Preliminary Amount as provided in Section 2.04(b)(i). If this Agreement is terminated prior to the Closing in accordance with Section 9.01, then the provisions of Section 9.02 shall apply and the distribution of the Deposit Amount shall be governed in accordance therewith.

2.03 **Closing; Preliminary Settlement Statement.** The Closing shall take place at the offices of Kirkland and Ellis LLP at 609 Main Street, 47th Floor, Houston, Texas 77002 on November 30, 2017 (the "Scheduled Closing Date"), or if all conditions to Closing under Article 7 and Article 8 have not yet been satisfied or waived, within ten (10) Business Days
after such conditions have been satisfied or waived, subject to such conditions being satisfied or waived at the Closing and subject to the provisions of Article 9. The date on which Closing occurs shall be the "Closing Date." Subject to the provisions of Articles 7, 8, and 9, failure to consummate the purchase and sale provided for in this Agreement on the date and time and at the place determined pursuant to this Section 2.03 shall not result in the termination of this Agreement and shall not relieve either Party of any obligation under this Agreement. Not later than five (5) Business Days prior to the Closing Date, Seller will deliver to Buyer a statement setting forth in reasonable detail Seller's reasonable good faith determination of the Preliminary Amount based upon the best information available at that time (the "Preliminary Settlement Statement"). Within two (2) Business Days after its receipt of the Preliminary Settlement Statement, Buyer may submit to Seller in writing any objections or proposed changes thereto and Seller shall consider all such objections and proposed changes in good faith. The estimate agreed to by Seller and Buyer, or, absent such agreement, delivered in the Preliminary Settlement Statement by Seller in accordance with this Section 2.03, will be the Preliminary Amount to be paid by Buyer to Seller at the Closing.

2.04 **Closing Obligations.** At the Closing:

(a) Each Seller Party shall deliver (and execute, as appropriate), or cause to be delivered (and executed, as appropriate), to Buyer:

(i) the Instruments of Conveyance in the appropriate number for recording in the real property records where the Assets are located, together with any assignments, on appropriate forms, of state and of federal Leases comprising portions of the Assets, if any, in sufficient counterparts necessary to facilitate filing with the applicable Governmental Bodies;

(ii) possession of the Assets (except the Suspense Funds, which shall be conveyed to Buyer by way of one or more adjustments to the Purchase Price as provided in Section 2.05(c)(ii)(E));

(iii) a certificate, in substantially the form set forth in Exhibit G executed by an officer of such Seller Party, certifying on behalf of such Seller Party that the conditions to Closing set forth in Sections 7.01 and 7.02 have been fulfilled;

(iv) a Treasury Regulation Section 1.1445-2(b)(2) statement, certifying that such Seller Party is not a "foreign person" within the meaning of the Code;

(v) an executed counterpart of the Preliminary Settlement Statement;

(vi) for each Well operated by such Seller Party or its Affiliate on the Closing Date, such regulatory documentation on forms prepared by Buyer (with assistance from Seller) as is necessary to designate Buyer as operator of such Wells;

(vii) a recordable release in a form reasonably acceptable to Buyer of any trust, mortgages, financing statements, fixture filings and security agreements, in each case, securing indebtedness for borrowed money made by such Seller Party or its Affiliates affecting the Assets;

(viii) if requested by Buyer, an executed counterpart of the Transition Services Agreement; and

(ix) such documents as Buyer or counsel for Buyer may reasonably request, including letters-in-lieu of transfer order to third party operators and purchasers of production from the Wells (which shall be prepared and provided by Buyer (with assistance from Seller) and reasonably satisfactory to Seller).

(b) Buyer shall deliver (and execute, as appropriate) to Seller:

(i) the Preliminary Amount (less the Deposit Amount) by wire transfer to the accounts specified by Seller in written notices given by Seller to Buyer at least two (2) Business Days prior to the Closing Date;

(ii) the Instruments of Conveyance in the appropriate number for recording in the real property records where the Assets are located, together with any assignments, on appropriate forms, of state and of federal Leases comprising portions of the Assets, if any, in sufficient counterparts necessary to facilitate filing with the applicable Governmental Bodies;

(iii) a certificate, in substantially the form set forth in Exhibit G executed by an officer of Buyer, certifying on behalf of Buyer that the conditions to Closing set forth in Sections 8.01 and 8.02 have been fulfilled;

(iv) an executed counterpart of the Preliminary Settlement Statement;

(v) to the extent Buyer is required to execute the same, for each Well operated by any Seller Party or its Affiliate on the Closing Date, such regulatory documentation as is necessary to designate Buyer as operator of such Wells and the other Assets;

(vi) evidence of replacement bonds, guarantees, and other sureties pursuant to Section 6.03(a) and evidence of such other authorizations and qualifications as may be necessary for Buyer to own and operate the Assets;

(vii) if requested by Buyer, an executed counterpart of the Transition Services Agreement; and

(viii) such other documents as Seller or counsel for Seller may reasonably request, including letters-in-lieu of transfer order to purchasers of production from the Wells (which shall be prepared and provided by Buyer and reasonably satisfactory to Seller).

Allocations and Adjustments. If the Closing occurs:

(a) Buyer shall be entitled to all production and products from or attributable to the Assets from and after the Effective Time and the proceeds thereof, and to all other income, proceeds, receipts, and credits earned with respect to the Assets on or after the Effective Time, and shall be responsible for (and entitled to any refunds with respect to) all Property Costs attributable to the Assets and incurred from and after the Effective Time. Seller shall be entitled to all production and products from or attributable to the Assets prior to the Effective Time and the proceeds thereof, and shall be responsible for (and entitled to any refunds with respect to) all Property Costs attributable to the Assets and incurred prior to the Effective Time. “Earned” and “incurred,” as used in this Agreement, shall be interpreted in accordance with generally accepted accounting principles and Council of Petroleum Accountants Society (COPAS) standards.

(b) Without limiting the allocation of costs and receipts set forth in Section 2.05(a), for each Well operated by Seller or its Affiliate, (i) Seller or its Affiliate shall retain overhead charges and rates received in its capacity as “Operator” under any operating agreement or COPAS accounting procedure attributable to such Well, and (ii) Seller or its Affiliate shall be entitled to deduct and retain as overhead charges for any other Well operated by Seller an amount per month equal to the product of (x) $600 and (y) Seller’s Working Interest in such Well. The charges and deductions under this Section 2.05(b) shall accrue from the Effective Time through the month in which transfer of operations occurs; *provided however*, that the overhead charges for the month in which transfer of operations occurs shall be prorated based upon the number of days in such month that Seller or its Affiliate operated such Wells (and prorated for the number of days that the Well was in drilling or completion, or was in production, as applicable). For purposes of allocating revenues,

production, proceeds, income, accounts receivable, and products under this Section 2.05, (A) liquid Hydrocarbons produced into storage facilities will be deemed to be "from or attributable to" the Wells when they pass through the pipeline connecting into the storage facilities into which they are run, and (B) gaseous Hydrocarbons and liquid Hydrocarbons produced into pipelines will be deemed to be "from or attributable to" the Wells when they pass through the receipt point sales meters on the pipelines through which they are transported. In order to accomplish the foregoing allocation of production, the Parties shall rely upon the gauging, metering, and strapping procedures which were conducted by Seller on or about the Effective Time and, unless demonstrated to be inaccurate, shall utilize reasonable interpolating procedures to arrive at an allocation of production when exact gauging, metering, and strapping data is not available on hand as of the Effective Time. Seller shall provide to Buyer evidence of all meter readings and all gauging and strapping procedures conducted on or about the Effective Time in connection with the Assets, together with all data necessary to support any estimated allocation, for purposes of establishing the adjustment to the Purchase Price pursuant to Section 2.05(c).

(c) The Purchase Price shall be, without duplication,

(i) increased by the following amounts:

(A) the aggregate amount of (i) proceeds received by Buyer from the sale of Hydrocarbons produced from and attributable to the Assets during any period prior to the Effective Time to which Seller is entitled under Section 2.05(a) (net of any (x) Royalties and (y) third party gathering, processing, transportation and other similar midstream costs) and (ii) other proceeds received by Buyer with respect to the Assets for which Seller would otherwise be entitled under Section 2.05(a);

(B) the amount of all Asset Taxes allocable to Buyer pursuant to Section 13.02(c) but paid or otherwise economically borne by Seller (excluding, for the avoidance of doubt, any Asset Taxes that were withheld or deducted from the gross amount paid or payable to Seller in connection with a transaction to which Section 2.05(c)(ii)(A) applies, and therefore were taken into account in determining the "proceeds received" by Seller for purposes of applying Section 2.05(c)(ii)(A) with respect to such transaction);

(C) the aggregate amount of all non-reimbursed Property Costs that have been paid by Seller that are attributable to the ownership and operation of the Assets after the Effective Time (including the amount of any prepayments of Property Costs made by Seller (or its immediate predecessor in title) that are applied against operations conducted between the Effective Time and Closing, but excluding all other prepayments);

(D) the amount of any prepayments of Property Costs made by Seller (or its immediate predecessor in title) to Buyer or its Affiliates for operations not completed prior to Closing and that are not reimbursed to Seller on or prior to the Closing;

(E) the amount of any other upward adjustment specifically provided for in this Agreement or mutually agreed upon by the Parties;

(F) to the extent that proceeds for such volumes have not been received by Seller, an amount equal to the value of all Hydrocarbons attributable to the Assets in storage or existing in stock tanks, pipelines or plants (including inventory) above the load line as of the Effective Time;

(G) the amount of all Specified Receivables;

(H) if applicable, the amount, if any, of Imbalances in favor of Seller, *multiplied by* $2.54 per Mcf, or, to the extent that the applicable Contracts provide for cash balancing, the actual cash balance amount determined to be due to Seller as of the Effective Time; and

(ii) decreased by the following amounts:

(A) the aggregate amount of (i) proceeds received by Seller from the sale of Hydrocarbons produced from and attributable to the Assets from and after the Effective Time to which Buyer is entitled under Section 2.05(a) (net of any (x) Royalties and (y) third party gathering, processing, transportation and other similar midstream costs) and (ii) other proceeds received by Seller with respect to the Assets for which Buyer would otherwise be entitled under Section 2.05(a);

(B) the amount of all Asset Taxes allocable to Seller pursuant to Section 13.02(c) but paid or otherwise economically borne by Buyer (excluding, for the avoidance of doubt, any Asset Taxes that were withheld or deducted from the gross amount paid or payable to Buyer in connection with a transaction to which Section 2.05(c)(i)(A) applies, and therefore were taken into account in determining the "proceeds received" by Buyer for purposes of applying Section 2.05(c)(i)(A) with respect to such transaction);

(C) the aggregate amount of all downward adjustments pursuant to Article 11;

(D) the aggregate amount of all non-reimbursed Property Costs that are attributable to the ownership or operation of the Assets prior to the Effective Time (excluding prepayments with respect to any period after the Effective Time) and paid by Buyer;

(E) the amount of the Suspense Funds;

(F) the amount of any other downward adjustment specifically provided for in this Agreement or mutually agreed upon by the Parties;

(G) if applicable, the amount, if any, of Imbalances owing by Seller, *multiplied by* $2.54 per Mcf, or, to the extent that the applicable Contracts provide for cash balancing, the actual cash balance amount determined to be owed by Seller as of the Effective Time]; and

(d) No earlier than sixty (60) days following the Closing Date and no later than ninety (90) days following the Closing Date, Seller shall prepare and submit to Buyer a statement (the "Final Settlement Statement") setting forth each adjustment or payment which was not finally determined as of the Closing Date and showing the values used to determine such adjustments to reflect the final adjusted Purchase Price based on actual credits, charges, receipts and other items before and after the Effective Time. Buyer shall, at Seller's request, supply all reasonably available documentation in Buyer's or its Affiliates' possession in reasonable detail to permit Seller to determine any Purchase Price adjustment under Section 2.05(c) for Properties operated by Buyer or its Affiliates. Seller shall, at Buyer's request, supply available documentation in reasonable detail to support any credit, charge, receipt or other item, including all documentation used by Seller in the preparation of such statement. On or before thirty (30) days after receipt of the Final Settlement Statement, Buyer shall deliver to Seller a written report containing any changes that Buyer proposes be made to the Final Settlement Statement and an explanation of any such changes and the reasons therefor together with any supporting information (the "Dispute Notice"). During such thirty (30)-day period, Buyer shall be given reasonable access to Seller's and its Affiliates' books and records relating to the matters required to be accounted for in the Final Settlement Statement to allow Buyer to conduct an audit and review of such items. Any changes not included in the Dispute Notice shall be deemed waived. If Buyer fails to timely deliver a Dispute Notice to Seller containing changes Buyer proposes to be made to the Final Settlement Statement, the Final Settlement Statement as delivered by Seller will be deemed to be mutually agreed upon by the Parties and will, without limiting Section 13.02(c)(iii) or Buyer's right to indemnity under Section 10.02(c) for Seller Taxes, be final and binding on the Parties. Upon delivery of the Dispute Notice, the Parties shall undertake to agree with respect to any disputed amounts identified therein by the date that is one hundred twenty (120) days after the Closing Date (the "Post-Closing Date"). Except for Title Defect and Environmental Defect adjustments pursuant to Section 2.05(c)(ii)(C), which shall be subject to the arbitration provisions of Section 11.15, if the Parties are still unable to agree regarding any item set forth in the Dispute Notice as of the Post-Closing Date, then the Parties shall submit to a nationally-recognized independent accounting firm mutually agreed upon by the Parties (the "Accounting Expert") a written notice of such dispute along with reasonable supporting detail for the position of Buyer and Seller, respectively, and the Accounting Expert shall finally determine such disputed item in accordance with the terms of this Agreement. The Accounting Expert shall act as an expert and not an arbitrator. In determining the proper amount of any adjustment to the Purchase Price related to the disputed item, the Accounting Expert shall not increase the Purchase Price more than the increase proposed by Seller nor decrease the Purchase Price more than the decrease proposed by Buyer, as applicable. The decision of such Accounting Expert shall, without limiting Section 13.02(c)(iii) or Buyer's right to indemnity under Section 10.02(c) for Seller Taxes, be binding on the Parties, and the fees and expenses of such Accounting Expert shall be borne one-half (1/2) by Seller and one-half (1/2) by Buyer. The date upon which all adjustments and amounts in the Final

Settlement Statement are agreed to (or deemed agreed to) or fully and finally determined by the Accounting Expert as set forth in this Section 2.05(d) shall be called the "Final Settlement Date," and the final adjusted Purchase Price shall be called the "Final Amount." If (a) the Final Amount is more than the Preliminary Amount, Buyer shall pay to Seller an amount equal to the Final Amount, *minus* the Preliminary Amount; or (b) the Final Amount is less than the Preliminary Amount, Seller shall pay to Buyer an amount equal to the Preliminary Amount, *minus* the Final Amount. Such payment shall be made within five (5) Business Days after the Final Settlement Date by wire transfer of immediately available funds to the accounts specified pursuant to wire instructions delivered in advance by Seller or Buyer, as applicable.

2.06 **Assumption.** If the Closing occurs, from and after the Closing Date, Buyer shall assume, fulfill, perform, pay, and discharge the following liabilities arising from, based upon, related to, or associated with the Assets and only to the extent not constituting Retained Liabilities (collectively, the "Assumed Liabilities") subject to Seller's indemnity obligations under Section 10.02 (further subject to the limitations and restrictions in Article 10), and without limiting Buyer's rights in the event of fraud or a breach of Seller's special warranty of Defensible Title in the Instruments of Conveyance: any and all Damages and obligations, known or unknown, allocable to the Assets prior to, at, or after the Effective Time, including any and all Damages and obligations: (a) attributable to or resulting from the use, maintenance, ownership, or operation of the Assets, regardless whether arising before, at or after the Effective Time, except for Property Costs which shall have been accounted for as provided under Section 2.05; (b) imposed by any Legal Requirement or Governmental Body relating to the Assets, (c) for plugging, abandonment, decommissioning, and surface restoration of the Assets, including oil, gas, injection, water, or other wells and all surface facilities; (d) subject to Buyer's rights and remedies set forth in Article 11 and the special warranty of Defensible Title set forth in the Instruments of Conveyance, attributable to or resulting from lack of Defensible Title to the Assets; (e) attributable to the Suspense Funds, to the extent actually received by Buyer (or for which a reduction to the Purchase Price was made); (f) attributable to the Imbalances; (g) subject to Buyer's rights and remedies set forth in Article 11, attributable to or resulting from all Environmental Liabilities relating to the Assets; (h) related to the conveyance of the Assets to Buyer at Closing (including arising from the conveyance thereof without consent or in violation of a preferential purchase right or any maintenance of uniform interest provision); (i) attributable to or resulting from Asset Taxes to the extent attributable to periods (or portions thereof) from and after January 1, 2017, pursuant to Section 13.02(c) (taking into account, and without duplication of, such Asset Taxes effectively borne by Buyer as a result of (A) the adjustments to the Purchase Price made pursuant to Section 2.03, Section 2.05(c) or Section 2.05(d), as applicable, and (B) any payments made from one Party to the other in respect of Asset Taxes pursuant to Section 13.02(c)(iii)); (j) attributable to the Leases and the Applicable Contracts; and (k) attributable to the Assumed Litigation; *provided* that, notwithstanding the foregoing, the Assumed Liabilities shall not include any liabilities and obligations for which Buyer is entitled to indemnification under Section 10.02. Buyer acknowledges that: (i) the Assets have been used in connection with the exploration for, and the development, production, treatment, and transportation of, Hydrocarbons; (ii) spills of wastes, Hydrocarbons, produced water, Hazardous Materials, and other materials and substances may have occurred in the past or in connection with the Assets; (iii) there is a possibility that there are currently unknown, abandoned wells, plugged wells, pipelines, and other equipment on or underneath the property underlying the Assets; (iv) it is the intent of the Parties that, subject to the

terms and conditions of this Agreement, all liability associated with the matters described in clauses (i) through (iii) above as well as any responsibility and liability to decommission, plug, or replug such wells (including the Wells) in accordance with all Legal Requirements and requirements of Governmental Bodies be passed to Buyer effective as of the Effective Time and that Buyer shall assume all responsibility and liability for such matters and all claims and demands related thereto; (v) the Assets may contain asbestos, Hazardous Materials, or NORM; (vi) NORM may affix or attach itself to the inside of wells, materials, and equipment as scale or in other forms; (vii) wells, materials, and equipment located on the Assets may contain NORM; and (viii) special procedures may be required for remediating, removing, transporting, and disposing of asbestos, NORM, Hazardous Materials, and other materials from the Assets; *provided* that, notwithstanding the foregoing, the Assumed Liabilities shall not include any liabilities and obligations for which Buyer is entitled to indemnification under Section 10.02. From and after the Closing, but effective as of the Effective Time, subject to Seller's indemnity obligations under Section 10.02 (subject to the limitations and restrictions in Article 10), Buyer shall assume, with respect to the Assets, all responsibility for any assessment, remediation, removal, transportation, and disposal of these materials and associated activities in accordance with all Legal Requirements.

2.07 **Allocation of Purchase Price.** The Purchase Price shall be allocated among the Assets as set forth in Schedule 2.07 hereto. Seller and Buyer agree to be bound by the Allocated Values set forth in Schedule 2.07 for purposes of Article 11 hereof. Seller and Buyer shall use commercially reasonable efforts to agree, for the purpose of making the requisite filings under Section 1060 of the Code, and the regulations thereunder, to an allocation of the Purchase Price and any items properly treated as consideration for U.S. federal income Tax purposes among the Assets and, to the extent allowed under applicable federal income Tax law, in a manner consistent with the Allocated Values, as set forth on Schedule 2.07 (the "Tax Allocation"). If Seller and Buyer are unable to agree upon the Tax Allocation, then the Tax Allocation shall be determined by the Accounting Expert (the fees and expenses of whom shall be borne one-half (1/2) by Seller and one-half (1/2) by Buyer)). Once the Tax Allocation is agreed by Seller and Buyer or determined by the Accounting Expert, as applicable, Seller and Buyer agree to report, and to cause their respective Affiliates to report the information required by Section 1060(b) of the Code and to jointly prepare Form 8594 (Asset Acquisition Statement under Section 1060 of the Code) as promptly as possible following the Closing Date and in a manner consistent with the Tax Allocation as revised to take into account subsequent adjustments to the Purchase Price, including any adjustments pursuant to the Agreement to determine the Final Amount, and shall not take any position inconsistent therewith upon examination of any Tax Return, in any refund claim, in any litigation, investigation or otherwise, unless required to do so by any Legal Requirement after notice to the other Party, or with such other Party's prior consent; *provided, however*, that neither Party shall be unreasonably impeded in its ability
and discretion to negotiate, compromise and/or settle any Tax audit, claim or similar proceedings in connection with such allocation.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLER

Each Seller Party represents and warrants to Buyer as of the Execution Date and the Closing Date, the following:

3.01 **Organization and Good Standing.** Such Seller Party is a Delaware limited liability company, and is duly organized, validly existing, and in good standing under the laws of the State of Delaware and, where required, is duly qualified to do business and is in good standing in each jurisdiction in which the Assets are located, with full limited liability company power and authority to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use. Such Seller Party is not a "foreign person" for purposes of Section 1445 of the Code.

3.02 **Authority; No Conflict.**

(a) The execution, delivery, and performance of this Agreement and the Contemplated Transactions have been duly and validly authorized by all necessary limited liability company action on the part of such Seller Party. This Agreement has been duly executed and delivered by such Seller Party and at the Closing, all instruments executed and delivered by such Seller Party at or in connection with the Closing shall have been duly executed and delivered by such Seller Party. This Agreement constitutes the legal, valid, and binding obligation of such Seller Party, enforceable against such Seller Party in accordance with its terms, except as such enforceability may be limited by a bankruptcy proceeding commenced after the date hereof or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law). Upon execution and delivery by such Seller Party of the Instruments of Conveyance at the Closing, such Instruments of Conveyance shall constitute legal, valid and binding transfers and conveyances of the Assets. Upon the execution and delivery by such Seller Party of any other documents at the Closing (collectively with the Instruments of Conveyance, such Seller Party's "Seller Closing Documents"), such Seller Closing Documents shall constitute the legal, valid, and binding obligations of such Seller Party, enforceable against such Seller Party in accordance with their terms, except as such enforceability may be limited by a bankruptcy proceeding commenced after the Closing or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law).

(b) Except as set forth in Schedule 3.02(b), and assuming the receipt of all Consents and the waiver of all Preferential Purchase Rights (in each case) applicable to the Contemplated Transactions set forth in Schedule 3.11, and assuming compliance with the HSR Act, neither the execution and delivery of this Agreement by such Seller Party nor the consummation or performance of any of the Contemplated Transactions by such Seller Party shall, directly or indirectly (with or without notice or lapse of time):

(i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of such Seller Party, or (B) any resolution adopted by the board of directors, managers or officers of such Seller Party;

(ii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any Contract or agreement or any Legal Requirement or Order to which such Seller Party, or any of the Assets, may be subject;

(iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that relates to the Assets; or

(iv) (A) result in a default, in any material respect, or the imposition, creation or continuance of any Encumbrance upon or with respect to any of the Assets or (B) give rise to any right of termination, cancellation or acceleration under, or require any consent under, any note, bond, mortgage, or indenture, to which such Seller Party is a party or by which the Assets are bound, in each case except for Permitted Encumbrances.

3.03 **Bankruptcy.** Except for claims or matters related to the Bankruptcy Cases commenced on May 11, 2016 where the Plan of Reorganization became effective on February 28, 2017, for which the United States Bankruptcy Court for the Southern District of Texas retains limited jurisdiction, there are no bankruptcy, reorganization, receivership, or arrangement proceedings pending or being contemplated by such Seller Party or, to such Seller Party's Knowledge, Threatened, against such Seller Party.

3.04 **Taxes.** All material Tax Returns required to be filed by such Seller Party with respect to Asset Taxes have been timely filed and all such Tax Returns are correct and complete in all material respects. All material Asset Taxes required to be paid with respect to the Assets that are or have become due have been timely paid in full, and such Seller Party is not delinquent in the payment of any such Asset Taxes. There is not currently in effect any extension or waiver of any statute of limitations of any jurisdiction regarding the assessment or collection of any material Asset Taxes. There are no liens on any of the Assets attributable to Taxes other than Permitted Encumbrances. There are no administrative or judicial proceedings by any taxing authority pending against Seller relating to or in connection with any material Asset Taxes. All Tax withholding and deposit requirements imposed by applicable Legal Requirements with respect to any of the Assets have been satisfied in all material respects. No Asset is subject to any tax partnership agreement or is otherwise treated, or required to be treated, as held in an arrangement requiring a partnership income tax return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code or any similar state statute. Such Seller Party paid Wyoming sales and use tax on the original purchase of the Assets to the extent required under applicable Legal Requirements.

3.05 **Legal Proceedings.** Other than the Assumed Litigation and Retained Litigation, such Seller Party has not been served with any Proceeding, and, to such Seller Party's Knowledge, there is no pending or Threatened Proceeding against such Seller Party or any of its Affiliates, in each case, that (a) relates to such Seller Party's ownership or
operation of any of the Assets, or (b) challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To such Seller Party's Knowledge, there are no pending or Threatened Proceedings relating to the ownership or operation of the Assets to which neither such Seller Party nor any of its Affiliates is party other than the Assumed Litigation and Retained Litigation.

3.06 **Brokers.** Neither such Seller Party nor its Affiliates have incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the Contemplated Transactions other than obligations that are and will remain the sole responsibility of such Seller Party and its Affiliates.

3.07 **Compliance with Legal Requirements.** Except as set forth in Schedule 3.07, there is no uncured material violation by such Seller Party of any Legal Requirements (other than Environmental Laws) with respect to such Seller Party's ownership or operation of the Assets. To such Seller Party's Knowledge, all Assets operated by Third Parties have been operated in all material respects in compliance with all applicable Legal Requirements (other than Environmental Laws). Neither such Seller Party nor any of its Affiliates have received any written notice from any Governmental Body or Third Party of any material violation of or material default by any Seller Party with respect to any Legal Requirement that remains unresolved.

3.08 **Prepayments.** Except for any Imbalances, such Seller Party has not received payment under any Contract for the sale of Hydrocarbons produced from the Assets which requires delivery in the future to any party of Hydrocarbons previously paid for and not yet delivered.

3.09 **Imbalances.** Except as set forth in Schedule 3.09, there are no Imbalances with respect to such Seller Party's obligations relating to the Wells as of the Effective Time.

3.10 **Material Contracts.** Schedule 3.10 sets forth all Applicable Contracts with respect to such Seller Party of the type described below as of the Execution Date (collectively, the "Material Contracts"); *provided* that with respect to Applicable Contracts related solely to Assets that are not operated by any Seller Party, the entirety of this Section 3.10 is made to Seller Party's Knowledge:

(a) any Applicable Contract that is a Hydrocarbon purchase and sale, transportation, gathering, treating, processing, compression, marketing or similar Applicable Contract that is not terminable by Seller without penalty on sixty (60) days' or less notice, including any Contract that includes an acreage dedication or minimum volume commitment;

(b) any Applicable Contract that can reasonably be expected to result in aggregate payments or receipts of revenue by such Seller Party of more than One Hundred Thousand Dollars ($100,000) during the current or any subsequent fiscal year or more than One Million Dollars ($1,000,000) in the aggregate over the term of such Applicable Contract (based on the terms thereof and contracted (or if none, current) quantities where applicable);

(c) any Applicable Contract that is an indenture, mortgage, deed of trust, loan, credit agreement, sale-leaseback, guaranty of any obligation, bond, letter of credit, security interest, hedging, or similar financial Contract;

(d) any Applicable Contract that constitutes a partnership agreement, joint venture agreement, area of mutual interest agreement, non-compete agreement, joint exploration agreement, joint development agreement, joint operating agreement, drilling contract, farmin or farmout agreement, carry agreement, net profits interest agreement, participation agreement, production sharing agreement, unit agreement, purchase and sale agreement, exchange agreement or similar Contract where any material obligation has not been completed prior to the Effective Time (in each case, excluding any tax partnership);

(e) any Applicable Contract that provides for a call upon, option to purchase or similar right under any agreements with respect to the Hydrocarbons from the Assets;

(f) any Applicable Contract that provides for an irrevocable power of attorney that will be in effect after the Closing Date;

(g) any Applicable Contract that provides for,as its primary purpose, an indemnity; and

(h) any Applicable Contract for the sale, lease, or farmout, exchange, of Seller's interest in the Assets. Except as set forth in Schedule 3.10, each Material Contract set forth (or required to be set forth) in Schedule 3.10 is a legal, valid and binding obligation against such Seller Party and, to the Knowledge of such Seller Party, each other party thereto, is enforceable in accordance with its terms against such Seller Party and, to the Knowledge of such Seller Party, each other party thereto, and is in full force and effect, subject to any bankruptcy proceeding commenced after the date hereof or other Legal Requirements now or hereafter in effect. Neither such Seller Party, nor to the Knowledge of such Seller Party, any other party is in material breach of or in default under any Material Contract, and no event, occurrence, condition or act has occurred that, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a material breach, default or event of default by such Seller Party or, to the Knowledge of such Seller Party, any other party thereto, in each case except as set forth in Schedule 3.10. Except as set forth in Schedule 3.10, such Seller Party has not received any notice from a Third Party alleging a violation or breach of any Material Contract by such Seller Party or its Affiliates. Except as set forth in Schedule 3.10, there are no Contracts with Affiliates of such Seller Party, Hedge Contracts or Debt Contracts that will be binding on the Assets after Closing. Prior to the Execution Date, Seller has delivered or otherwise made available to Buyer complete and accurate copies of each Material Contract and all material amendments thereto.

3.11 **Consents and Preferential Purchase Rights.** Except as set forth in Schedule 3.11, none of the Assets (and no portion of the Assets) is subject to any unwaived Preferential Purchase Rights or Consents required to be obtained by such Seller Party which may be applicable to the Contemplated Transactions, except for (a) Consents and approvals of Governmental Bodies that are customarily obtained after Closing, and (b) Contracts that are terminable by the counterparty upon not greater than thirty (30) days' notice.

3.12 **Permits.** To such Seller Party's Knowledge, except as set forth in Schedule 3.12, (a) with respect to Assets currently operated by such Seller Party or any of its Affiliates, such Seller Party or its Affiliate (as applicable) has acquired all Permits from appropriate Governmental Bodies to conduct operations on such Assets in material compliance with all applicable Legal Requirements; (b) all such Permits are in full force and effect and no Proceeding is pending or, to such Seller Party's Knowledge, Threatened, to suspend, revoke or terminate any such Permit or declare any such Permit invalid; and (c) such Seller Party is in compliance in all material respects with all such Permits.

3.13 **Current Commitments.** Schedule 3.13 sets forth, as of the Execution Date, all approved authorizations for expenditures and other approved capital commitments, individually equal to or greater than One Hundred Thousand Dollars ($100,000) (net to such Seller Party's interest) (the "AFEs") relating to the Assets and which are binding on the owner of the Assets following the Effective Time to drill or rework any Wells or for other capital expenditure for which all of the activities anticipated in such AFEs have not been completed by the Effective Time.

3.14 **Environmental Laws.** Except as disclosed on Schedule 3.14, (a) there are no actions, suits or proceedings pending, or to such Seller Party's Knowledge, Threatened in writing, before any Governmental Body with respect to the Assets alleging material violations of, or material liabilities under, Environmental Laws, or claiming remediation obligations, (b) such Seller Party has received no notice from any Governmental Body or other Person of any alleged or actual material violation or non-compliance with, or material liability under, any Environmental Law or of material non-compliance with the terms or conditions of any environmental permits, arising from, based upon, associated with or related to the Assets or the ownership or operation of any thereof, and (c) to such Seller Party's Knowledge, there is no uncured material violation (i) by such Seller Party of any Environmental Laws with respect to such Seller Party's ownership of the Assets, or (ii) of any Environmental Laws with regard to operation of the Assets by Third Parties.

3.15 **Wells and Personal Property.** To such Seller Party's Knowledge, Exhibit B sets forth a list of all wellbores located on the Leases. Except as disclosed on Schedule 3.15 (a) all Wells drilled and completed by such Seller Party as operator have been drilled and completed within the limits permitted by all applicable Leases and Contracts and at locations that comply with applicable Legal Requirements, (b) no Well is subject to material penalties on allowable production after the Effective Time because of any overproduction, and (c) there are no Wells that such Seller Party is obligated by applicable Legal Requirements or contract to plug or abandon, or that have been plugged, dismantled or abandoned by Seller or its Affiliates (or to Seller's Knowledge by any other Person) in a manner that does not comply in all material respects with Legal Requirements, or that are currently subject to exceptions to a requirement to plug or abandon issued by a Governmental Body.

3.16 **Employee Benefits.** Schedule 3.16(a) contains a true and complete list of each Seller Benefit Plan. For purposes of this Agreement, "Seller Benefit Plan" shall mean the Severance Plan and any "employee benefit plan," as defined in Section 3(3) of ERISA, and all other retirement, pension, deferred compensation, bonus, incentive, severance, executive life insurance, vacation, equity purchase, equity option, phantom equity, equity or equity compensation, employment, profit sharing, retention, stay bonus, change of control and other compensation or benefit plans, programs, agreements or arrangements maintained, sponsored or contributed to by such Seller Party or any of its ERISA Affiliates for the benefit of any Available Employee. Seller has made available to Buyer a copy of the Severance Plan, a summary of the material benefits included in each other Seller Benefit Plan and, with respect to each Seller Benefit Plan that is a cash or deferred arrangement under Section 401(k) of the Code, a currently effective determination or opinion letter from the Internal Revenue Service. No Seller Benefit Plan is subject to Title IV or Section 302 of ERISA or Section 412 of the Code. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby (whether alone or together with any other events) will (i) result in any material payment becoming due to any Available Employee, (ii) materially increase any benefits otherwise payable to any Available Employee, or (iii) result in the acceleration of the time of payment or vesting of any such benefits.

3.17 **Royalties**. Except (a) for the Suspense Funds that are being held in compliance with applicable Legal Requirements and Leases and (b) as set forth in Schedule 3.17 and Schedule 3.05, such Seller Party has duly and properly paid, or caused to be duly and properly paid in all material respects, all Royalties due by such Seller Party during the period of such Seller Party's ownership of the Assets; *provided*, however that no failure to comply with the foregoing that does not result in the termination of a Lease shall be considered a breach of this Section 3.17.

3.18 **Non-Consent Operations**. Except as disclosed on Schedule 3.18, no operations are being conducted or have been conducted on the Assets with respect to which such Seller Party has elected to be a nonconsenting party under the applicable

operating agreement or forced pooling statute and with respect to which such Seller Party's rights have not reverted prior to the Effective Time. Schedule 3.18 sets forth the payout balances as of the date of this Agreement for each Well subject to payout.

3.19 **Condemnation**. As of the Execution Date, there is no actual or Threatened taking (whether permanent, temporary, whole or partial) of any part of the Assets by reason of condemnation or the threat of condemnation.

3.20 **Drilling Obligations**. Except as disclosed on Schedule 3.18, Seller does not have any unfulfilled drilling obligations under any Lease or otherwise affecting the Leases by virtue of a Contract relating to the Assets or the ownership or operation thereof.

3.21 **USA Patriot Act and OFAC**. To the extent applicable, such Seller Party is in compliance, in all material respects, with (1) the USA PATRIOT Act and (2) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 C.F.R. Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto. None of such Seller Party nor, to such Seller Party's Knowledge, any director, officer or employee of Seller, is subject to any U.S. sanctions administered by OFAC or a Person on the list of "Specially Designated Nationals and Blocked Persons." None of the proceeds to be distributed on or after the Closing pursuant to this Agreement, including the Closing Amount, will, to such Seller Party's Knowledge, be made available to any Person for the purpose of financing the activities of any Person currently subject to any U.S. sanctions administered by OFAC.

3.22 **FCPA**. Neither such Seller Party, its Affiliates or, to such Seller Party's Knowledge, its or their respective Representatives has given, loaned, paid, promised, offered or authorized the payments, directly or indirectly through a third Person, of anything of value to any "foreign official," as defined in the FCPA, to persuade that official to help such Seller Party, or any other Person, obtain or keep business or to secure some other improper advantage, in each case, on behalf or with respect to (1) any of the operations conducted with respect to the Assets, or (2) the Transaction.

3.23 **Labor Matters**. No Available Employee or other employee of any Seller Party or any of their respective Affiliates whose employment involves providing services with respect to the Assets is represented by a labor union. Except as set forth on Schedule 3.23, there is no Proceeding pending or, to any Seller Party's Knowledge, threatened, by or on behalf of any Available Employee or any other individual who has provided services with respect to the Assets against any Seller Party.

3.24 **Leases**. Since January 1, 2016, such Seller Party has not received any written notice from any lessor under any of the Leases seeking to terminate, cancel or rescind any Lease, and such Seller Party has not received any written notice from any lessor under any of the Leases alleging any unresolved material default under any Lease.

3.25 **Guarantees**. Schedule 6.03(a) is a complete and accurate list of all material bonds, letters of credit and guarantees posted or entered into by such Seller Party in connection with the ownership or operation of the Assets.

3.26 **Disclosures with Multiple Applicability; Materiality**. If any fact, condition, or matter disclosed in the Seller Parties' disclosure Schedules applies to more than one Section of this Article 3, a single disclosure of such fact, condition, or matter on Seller's disclosure Schedules shall constitute disclosure with respect to all sections of this Article 3 to which such fact, condition, or other matter applies to the extent reasonably apparent on the face of the Seller Parties' disclosure Schedules, regardless of the section of the Seller Parties' disclosure Schedules in which such fact, condition, or other matter is described. Inclusion of a matter on the Seller Parties' disclosure Schedules with respect to a representation or warranty that is qualified by "material" or any variant thereof shall not necessarily be deemed an indication that such matter does, or may, be material. Matters may be disclosed on a Schedule to this Agreement for purposes of information only.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, as of the Execution Date and the Closing Date, the following:

4.01 **Organization and Good Standing**. Buyer is a limited liability company and duly organized, validly existing, and in good standing under the laws of Delaware and is duly qualified to do business and is in good standing in each jurisdiction in which the Assets are located.

4.02 **Authority; No Conflict.**

(a) This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Upon the execution and delivery by Buyer of the Instruments of Conveyance and any other documents executed and delivered by Buyer at the Closing (collectively, "Buyer's Closing Documents"), Buyer's Closing Documents shall constitute the legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Buyer has the requisite right, power, authority, and capacity to execute and deliver this Agreement and Buyer's Closing Documents, and to perform its obligations under this Agreement and Buyer's Closing Documents.

(b) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer shall give any Person the right to prevent, delay, or otherwise interfere with any of the Contemplated Transactions.

(c) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer shall (i) contravene, conflict with, or result in a violation of any provision of the Organizational Documents of Buyer, (ii) contravene, conflict with, or result in a violation of any resolution adopted by the board of managers, or members of Buyer, or (iii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any agreement or any Legal Requirement or Order to which Buyer may be subject.

(d) Buyer is not and shall not be required to give any notice to or obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

4.03 **Certain Proceedings.** There is no Proceeding pending against Buyer that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To Buyer's Knowledge, no such Proceeding has been Threatened.

4.04 **Knowledgeable Investor.** Buyer is an experienced and knowledgeable investor in the oil and gas business. Prior to entering into this Agreement, Buyer was advised by its own legal, tax, and other professional counsel concerning this Agreement, the Contemplated Transactions, the Assets, and their value, and it has relied solely thereon and on the representations and obligations of Seller in this Agreement and the documents to be executed by Seller in connection with this Agreement at the Closing. Buyer is acquiring the Assets for its own account and not for sale or distribution in violation of the Securities Act of 1933, as amended, the rules and regulations thereunder, any applicable state blue sky laws, or any other applicable Legal Requirements.

4.05 **Qualification.** Buyer is an "accredited investor," as such term is defined in Regulation D of the Securities Act of 1933, as amended. Buyer is not acquiring the Assets in connection with a distribution or resale thereof in violation of federal or state securities laws and the rules and regulations thereunder. Without limiting Section 6.02, Buyer is, or as of the Closing will be, qualified under applicable Legal Requirements to hold leases, rights-of-way, and other rights issued or controlled by (or on behalf of) any applicable Governmental Body and will be qualified under applicable Legal Requirements to own and operate the Assets. Buyer has, or as of the Closing will have, posted such bonds as may be required for the ownership or, where applicable, operatorship by Buyer of the Assets. To Buyer's Knowledge, no fact or condition exists with respect to Buyer or the Assets which may cause any Governmental Body to withhold its approval of the Contemplated Transactions.

4.06 **Brokers.** Neither Buyer nor its Affiliates have incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the Contemplated Transactions other than obligations that are or will remain the sole responsibility of Buyer and its Affiliates.

4.07 **Financial Ability**. Buyer has sufficient cash, available lines of credit, or other sources of immediately available funds to enable it to (a) deliver the amounts due at the Closing, (b) take such actions as may be required to consummate the Contemplated

Transactions, and (c) timely pay and perform Buyer's obligations under this Agreement and Buyer's Closing Documents. Buyer expressly acknowledges that the failure to have sufficient funds shall in no event be a condition to the performance of its obligations hereunder, and in no event shall the Buyer's failure to perform its obligations hereunder be excused by failure to receive funds from any source.

4.08 **Securities Laws.** The solicitation of offers and the sale of the Assets by Seller have not been registered under any securities laws. At no time has Buyer been presented with or solicited by or through any public promotion or any form of advertising in connection with the Contemplated Transactions. Buyer is not acquiring the Assets with the intent of distributing fractional, undivided interests that would be subject to regulation by federal or state securities laws, and that if it sells, transfers, or otherwise disposes of the Assets or fractional undivided interests therein, it shall do so in compliance with applicable federal and state securities laws.

4.09 **Due Diligence.** Without limiting or impairing any representation, warranty, covenant or agreement of Seller contained in this Agreement and the Seller Closing Documents, or Buyer's right to rely thereon, subject to Buyer's rights to access the Assets to conduct a due diligence review in accordance with this Agreement, at Closing Buyer and its Representatives have (a) been permitted access to materials relating to the Assets, (b) been afforded the opportunity to ask all questions of Seller (or Seller's Representatives) concerning the Assets, (c) been afforded the opportunity to investigate the condition of the Assets, and (d) had the opportunity to take such other actions and make such other independent investigations as Buyer deems necessary to evaluate the Assets and understand the merits and risks of an investment therein and to verify the truth, accuracy, and completeness of the materials, documents, and other information provided or made available to Buyer (whether by Seller or otherwise). **WITHOUT LIMITING OR IMPAIRING ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT OF THE SELLER PARTIES CONTAINED IN THIS AGREEMENT AND THE SELLER'S CLOSING DOCUMENTS (INCLUDING THE SPECIAL WARRANTY OF DEFENSIBLE TITLE SET FORTH IN THE INSTRUMENTS OF CONVEYANCE), OR BUYER'S RIGHT TO RELY UPON EACH OF THE FOREGOING OR BUYER'S RIGHTS UNDER ARTICLE 11, BUYER HEREBY WAIVES ANY CLAIMS ARISING OUT OF ANY MATERIALS, DOCUMENTS, OR OTHER INFORMATION PROVIDED OR MADE AVAILABLE TO BUYER (WHETHER BY SELLER OR OTHERWISE), WHETHER UNDER THIS AGREEMENT, AT COMMON LAW, BY STATUTE, OR OTHERWISE.**

4.11 **Basis of Buyer's Decision.** By reason of Buyer's knowledge and experience in the evaluation, acquisition, and operation of oil and gas properties, Buyer has evaluated the merits and the risks of purchasing the Assets from Seller and has formed an opinion based solely on Buyer's knowledge and experience, Buyer's due diligence, and Seller's representations, warranties, covenants, and agreements contained in this Agreement and the Seller Closing Documents, and not on any other representations or warranties by Seller. Buyer has not relied and shall not rely on any statements by Seller or its Representatives (other than those representations, warranties, covenants, and agreements of Seller contained in this Agreement and the Seller Closing Documents) in making its decision to enter into this Agreement or to close the Contemplated Transactions. **BUYER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER GOVERNMENTAL BODY HAS PASSED UPON THE ASSETS OR MADE ANY FINDING OR DETERMINATION AS TO THE FAIRNESS OF AN INVESTMENT IN THE ASSETS OR THE ACCURACY OR ADEQUACY OF THE DISCLOSURES MADE TO BUYER, AND, EXCEPT AS SET FORTH IN ARTICLE 9, BUYER IS NOT ENTITLED TO CANCEL, TERMINATE, OR REVOKE THIS AGREEMENT, WHETHER DUE TO THE INABILITY OF BUYER TO OBTAIN FINANCING OR PAY THE PURCHASE PRICE, OR OTHERWISE.**

4.11 **Business Use, Bargaining Position.** Buyer is purchasing the Assets for commercial or business use. Buyer has sufficient knowledge and experience in financial and business matters that enables it to evaluate the merits and the risks of transactions such as the Contemplated Transactions, and Buyer is not in a significantly disparate bargaining position with Seller. Buyer expressly acknowledges and recognizes that the price for which Seller has agreed to sell the Assets and perform its obligations under the terms of this Agreement has been predicated upon the inapplicability of the Texas Deceptive Trade Practices—Consumer Protection Act, V.C.T.A. BUS & COMM ANN. § 17.41 et seq. (the "DTPA"), to the extent applicable, or any similar Legal Requirement, and the waiver of the DTPA, and any similar Legal Requirement, by Buyer contained in Section 13.04. **BUYER FURTHER RECOGNIZES THAT SELLER, IN DETERMINING TO PROCEED WITH ENTERING INTO THIS AGREEMENT, HAS EXPRESSLY RELIED ON THE PROVISIONS OF THIS ARTICLE 4.**

4.12 **Bankruptcy.** There are no bankruptcy, reorganization, receivership, or arrangement proceedings pending or being contemplated by Buyer or, to Buyer's Knowledge, Threatened against Buyer. Buyer is, and will be immediately after giving effect to the Contemplated Transactions, solvent.

ARTICLE 5
COVENANTS OF SELLER

5.01 **Access and Investigation.**

(A) Between the Execution Date and the Closing Date, to the extent doing so would not violate applicable Legal Requirements, Seller's obligations to any Third Party, Seller shall (a) afford Buyer, Buyer's Representatives, and the Financing Sources access, at such times as Buyer may reasonably request during Seller's regular hours of business, to reasonably appropriate Seller's management and personnel with knowledge of the Assets, any Seller operated Assets, Records, contracts, books and records, and other documents and data related to the Assets, except any such contracts, books and records, or other documents and data to the extent they are Excluded Assets, and (b) promptly furnish Buyer, Buyer's Representatives and the Financing Sources, at Buyer's sole cost and expense, with existing

electronic copies of all such Records, contracts, books and records, and other existing documents and data related to the Assets as Buyer, Buyer's Representatives and the Financing Sources may reasonably request, except for any such contracts, books and records, or other documents and data to the extent they are Excluded Assets (and upon Buyer's request, Seller shall use reasonable efforts to obtain the consent of Third Party operators to give Buyer, Buyer's Representatives and the Financing Sources reasonable access to similar information with respect to Assets not operated by Seller or its Affiliates; *provided* that Seller shall not be required to make payments or undertake obligations in favor any Third parties in order to obtain such consent); ***PROVIDED*** **THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER MAKES NO REPRESENTATION OR WARRANTY, AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE DOCUMENTS, INFORMATION, BOOKS, RECORDS, FILES, AND OTHER DATA THAT IT MAY PROVIDE OR DISCLOSE TO BUYER**.

(b) Notwithstanding the provisions of Section 5.01(a), (i) Buyer and/or the Financing Source's investigation shall be conducted in a manner that (to the extent practicable) minimizes interference with the field operations of the business of Seller and any applicable Third Parties, and (ii) subject to Section 11.09, Buyer and the Financing Source's right of access shall not entitle Buyer or the Financing Sources to operate equipment or conduct subsurface or other invasive testing or sampling. Environmental review shall not exceed the review contemplated by a Phase I Environmental Site Assessment without Seller's prior written permission, which may be withheld in Seller's sole discretion, subject to the provisions of Section 11.09.

(c) Buyer acknowledges that, pursuant to its right of access to the Records and the Assets, Buyer will become privy to confidential and other information of Seller and Seller's Affiliates and the Assets and that such confidential information shall be held confidential by Buyer, Buyer's Representatives and the Financing Sources in accordance with the terms of the Confidentiality Agreement. If the Closing should occur, the foregoing confidentiality restriction on Buyer and the Financing Sources, including the Confidentiality Agreement, shall terminate (except as to the Excluded Assets); *provided* that such termination of the Confidentiality Agreement shall not relieve any party thereto from any liability thereunder for the breach of such agreement prior to the Execution Date.

5.02 **Operation of the Assets.** Except as set forth on Schedule 5.02, or as required by applicable Legal Requirements, between the Execution Date and the Closing, Seller shall operate its business (including the sale of Hydrocarbons) with respect to its ownership and operation of the Assets in the ordinary course as a reasonably prudent operator, and, without limiting the generality of the preceding, shall:

(a) not transfer, sell, hypothecate, Encumber, or otherwise dispose of any of the Assets, except as required under any Leases or Contracts, and except for sales of Hydrocarbons, equipment and inventory in the ordinary course of business;

(b) subject to clause (i) below, not abandon any Asset (except the abandonment or expiration of Leases in accordance with their terms, including with respect to leases not capable of producing in payment quantities after the expiration of their primary terms or for failure to pay delay rentals or shut-in royalties or similar types of lease maintenance payments so long as Buyer consents to such abandonment and such consent shall not be unreasonably withheld, delayed or conditioned); *provided* that Seller shall notify Buyer prior to any such abandonment;

(c) not commence or propose any single operation with respect to the Wells or Leases with an anticipated cost in excess of Two Hundred Fifty Thousand Dollars ($250,000) net to Seller's interest, except for any emergency operations otherwise conducted in compliance with this Agreement;

(d) not execute, terminate, cancel, extend, or materially amend or modify any Material Contract or Lease or enter into a Contract that, if entered into on or prior to the Execution Date, would be required to be listed in a disclosure Schedule;

(e) not make any election (or fail to make an election, the result of which is) to go non-consent with respect to any of the Assets;

(f) unless Buyer fails to provide consent under clause (d) above, use commercially reasonable efforts to maintain in full force and effect each Lease, and timely and properly pay all Lease renewals and extensions that become due after the date of this Agreement but prior to Closing in accordance with the terms of the applicable Lease;

(g) not waive, release, assign, settle or compromise any proceeding, material right or claim relating to the Assets, other than the Retained Liabilities or waivers, releases, assignments, settlements or compromises that involve only the payment of monetary damages not in excess of Fifty Thousand Dollars ($50,000) individually (excluding amounts to be paid under insurance policies);

(h) not take, nor permit any of their Affiliates (or authorize any investment banker, financial advisor, attorney, accountant or other Person retained by, acting for or on behalf of Seller or any such Affiliate) to take, directly or indirectly, any action to solicit, or negotiate, any offer from any Person concerning the direct or indirect acquisition of the Assets by any Person other than Buyer or its Affiliates except for sales of Hydrocarbons, equipment and inventory in the ordinary course of business;

(i) use commercially reasonable efforts to keep Buyer apprised of any drilling, re-drilling or completion operations proposed or conducted by Seller with respect to the Assets;

(j) pay (or cause to be paid) any and all Asset Taxes that could result in an Encumbrance with respect to the Assets that become due and payable on or prior to the Closing Date;

(k) notify Buyer of any application for drilling permit by a Third Party affecting the Assets received by Seller;

(l) not, except as may be required by applicable Legal Requirements or pursuant to a Seller Benefit Plan in effect as of the Execution Date, or as contemplated by this Agreement, (A) grant any increases in the compensation, incentives or benefits payable or to become payable to any Available Employee, (B) except in the ordinary course of business or with respect to renewals for any Seller Benefit Plan for the 2018 plan year, enter into any new, terminate or amend any existing, employment, severance or termination agreement or other Seller Benefit Plan with any Available Employee, (C) establish or take any action that would result in Seller becoming obligated under any collective bargaining agreement or other Contract with a labor union or representative of Available Employees, or (D) subject to Seller's right to terminate the employment of any employee on the Available Employee List, transfer any Available Employee; and

(m) not enter into any agreement with respect to any of the foregoing.

Buyer acknowledges that Seller owns undivided interests in certain of the properties comprising the Assets, and Buyer agrees that the acts or omissions of the other working interest owners who are not Seller or an Affiliate of Seller shall not constitute a Breach of the provisions of this Section 5.02, nor shall any action required by a vote of working interest owners constitute such a Breach so long as Seller and any Affiliate of Seller owning an interest in the applicable Asset (or portion of the Assets) have voted its interest in a manner that complies with the provisions of this Section 5.02. Further, no action or inaction of any Third Party operator with respect to any Asset shall constitute a Breach of this Section 5.02 to the extent Seller uses commercially reasonable efforts to cause such Third Party operator to operate such applicable Asset in a manner consistent with this Section 5.02. Seller may seek Buyer's approval to perform any action that would otherwise be restricted by this Section 5.02, and Buyer's approval of any such action shall not be unreasonably withheld, conditioned, or delayed, and shall be considered granted ten (10) days after delivery of notice from Seller to Buyer requesting such consent unless Buyer notifies Seller to the contrary during such ten (10)-day period. Notwithstanding the foregoing provisions of this Section 5.02, in the event of an emergency involving imminent threat to property or life, Seller may take such action as reasonably necessary and shall notify Buyer of such action promptly thereafter. Any matter approved (or deemed approved) by Buyer pursuant to this Section 5.02 that would otherwise constitute a Breach of one of Seller's representations and warranties in Article 3 shall be deemed to be an exclusion from all representations and warranties for which it is relevant.

5.03 **Insurance.** Seller shall maintain in force during the period from the Execution Date until the Closing, insurance policies (including qualified self-insurance) pertaining to the Assets with the minimum coverages as set forth on Schedule 5.03. The daily pro-rated annual premiums for insurance set forth on Schedule 5.03 that accrue after the Effective Time and are attributable to the insurance coverage for the period after the Effective Time until the Closing will constitute Property Costs to the extent attributable to the Assets (but not to the extent attributable to any other assets of Seller).

5.04 **Consent and Waivers.** Seller shall use commercially reasonable efforts to obtain prior to the Closing written waivers of all Preferential Purchase Rights and all Consents necessary for the transfer of the Assets to Buyer; *provided* that in the event Seller is unable to obtain all such waivers of Preferential Purchase Rights and Consents after using such commercially reasonable efforts, such failure to satisfy shall not constitute a Breach of this Agreement. Seller shall not be required to make any payments to, or undertake any obligations for the benefit of, the holders of such rights in order to obtain the Required Consents. Buyer shall reasonably cooperate with Seller in seeking to obtain such Consents.

5.05 **Amendment to Schedules.** Until the fifth (5th) Business Day before Closing, Seller shall have the right (but not the obligation) to supplement its Schedules with respect to any matters that first occur following to the Execution Date. Except to the extent such updates are a direct result of actions taken with Buyer's consent pursuant to Section 5.02, prior to Closing, any such supplement shall not be considered for purposes of determining if Buyer's Closing conditions have been met under Section 7.01 or for determining any remedies available under this Agreement.

5.06 **Successor Operator.** While Buyer acknowledges that it desires to succeed Seller (or its Affiliates) as operator of those Assets or portions thereof that Seller (or its Affiliates) may presently operate, Buyer acknowledges and agrees that Seller cannot and does not covenant or warrant that Buyer shall become successor operator of such Assets because the Assets or portions thereof may be subject to operating or other agreements that control the appointment of a successor operator. Seller agrees, however, that as to the Assets any Seller Party or its Affiliate operates, Seller shall use commercially reasonable efforts to support Buyer's efforts to become successor operator of such Assets (to the extent permitted under any applicable operating agreement) effective as of the Closing (at Buyer's sole cost and expense) and to designate or appoint, to the extent legally possible and permitted under any applicable operating agreement, Buyer as successor operator of such Assets effective as of Closing. Seller will use commercially reasonable efforts to assist Buyer to obtain all necessary Permits in connection with Buyer's designation as operator as to the Assets Seller presently operates as of Closing.

5.07 **Affiliate Contracts**. Seller will terminate or cause its respective Affiliates to terminate, effective as of the Closing Date, any contracts or agreements between Seller and its Affiliates insofar and only insofar as such contracts or agreements relate to or bind the Assets.

5.08 **Drilling Permits**. During the period following the Execution Date until the Closing, if reasonably requested by Buyer, (1) Seller will execute and file any applications or instruments prepared by Buyer that are necessary to obtain drilling permits to be used with respect to the future development of the Assets with the applicable Governmental Bodies, and (2) and agreed to by Seller in its sole discretion, object to any application for drilling permit filed by a Third Party or otherwise participate in a hearing related to such objection in consultation with Buyer; *provided* that Buyer will reimburse Seller for any reasonable, documented out-of-pocket costs incurred in connection therewith.

ARTICLE 6
OTHER COVENANTS

6.01 **Notification and Cure.** If Buyer has Knowledge as of the Execution Date of any Breach of Seller's representations and warranties, Buyer shall have no remedy under this Agreement, including under Section 9.01 and Article 10, with respect to such Breach. Buyer shall promptly notify Seller in writing and Seller shall promptly notify Buyer in writing if Seller or Buyer, as applicable, obtains Knowledge following the Execution Date of any Breach, in any material respect, of its or the other Party's representations and warranties or covenants, in any material respect; *provided* that failure to provide such notice shall not limit a Party's rights or remedies under this Agreement with respect to such Breach. If any of Buyer's or Seller's representations or warranties are untrue or shall become untrue in any material respect between the Execution Date and the Closing Date, or if any of Buyer's or Seller's covenants or agreements

to be performed or observed prior to or on the Closing Date shall not have been so performed or observed in any material respect, and such Breach of representation, warranty, covenant or agreement shall (if curable) be fully cured by the Closing (or, if the Closing does not occur, prior to the termination of this Agreement in accordance with Section 9.01), then such Breach shall be considered not to have occurred for all purposes of this Agreement.

6.02 **Satisfaction of Conditions.** Between the Execution Date and the Closing Date (a) Seller shall use commercially reasonable efforts to cause the conditions in Article 7 to be satisfied, and (b) Buyer shall use commercially reasonable efforts to cause the conditions in Article 8 to be satisfied.

6.03 **Replacement of Insurance, Bonds, Letters of Credit, and Guaranties.**

(a) The Parties understand that none of the insurance currently maintained by Seller or Seller's Affiliates covering the Assets, nor any of the bonds, letters of credit, or guaranties, if any, posted by Seller or Seller's Affiliates with Governmental Bodies or co-owners and relating to the Assets will be transferred to Buyer. On or before the Closing Date, Buyer shall use commercially reasonable efforts to obtain, and deliver to Seller evidence of, all replacement bonds, letters of credit, and guaranties, and evidence of such other authorizations, qualifications, and approvals, in each case, as set forth on Schedule 6.03(a) and necessary for Buyer to own and, with respect to Assets currently operated by Seller or its Affiliates, operate the Assets.

(b) Promptly (but in no event later than thirty (30) days) after Closing, Buyer shall, at its sole cost and expense, make all filings with Governmental Bodies necessary to assign and transfer the Assets and title thereto and to comply with applicable Legal Requirements, and Seller shall reasonably assist Buyer with such filings.

6.04 **Governmental Reviews.** Seller and Buyer shall (and shall cause their respective Affiliates to), in a timely manner, make all other required filings (if any) with, prepare applications to, and conduct negotiations with Governmental Bodies as required to consummate the Contemplated Transactions. Each Party shall, to the extent permitted pursuant to applicable Legal Requirements, cooperate with and use all reasonable efforts to assist the other with respect to such filings, applications and negotiations. Buyer shall bear the cost of all filing or application fees payable to any Governmental Body with respect to the Contemplated Transactions, regardless of whether Buyer, Seller, or any Affiliate of any of them is required to make the payment.

6.05 **HSR Act.** If applicable, within ten (10) Business Days following the execution by Buyer and Seller of this Agreement, Buyer and Seller will each prepare and simultaneously file with the DOJ and the FTC the notification and report form required for the transactions contemplated by this Agreement by the HSR Act and request early termination of the waiting period thereunder. Buyer and Seller agree to respond promptly to any inquiries or requests for information or documentary material from the DOJ or the FTC concerning such filings and to comply in all material respects with the filing requirements of the HSR Act. Buyer and Seller shall cooperate with each other and, subject to the terms of the Confidentiality Agreement, shall promptly furnish all information to the other Party that is necessary in connection with Buyer's and Seller's compliance with the HSR Act. Buyer and Seller shall keep each other fully advised

with respect to any requests from or communications with the DOJ or FTC concerning such filings and shall consult with each other with respect to all responses thereto. Each of Seller and Buyer shall use its commercially reasonable efforts to take all actions reasonably necessary and appropriate in connection with any HSR Act filing to satisfy the conditions to the Closing and consummate Contemplated Transactions as promptly as practicable and in any event not later than the Outside Date; *provided*, *however*, nothing in this Agreement shall require Buyer or Seller to propose, negotiate, effect or agree to, the sale, divestiture, license or other disposition of any assets or businesses of Buyer or Seller (including the Assets) or otherwise take any action that limits the freedom of action with respect to, or its ability to retain or operate any of the businesses of the Buyer or Seller or the Assets. The filing fees associated with any such HSR Act filing shall be borne by Buyer. Notwithstanding any provision of this Section 6.05, no Party shall be required to provide the other Party with information regarding the value of the transaction or subject to the attorney client privilege, work product doctrine or other similar privilege absent entering into a mutually acceptable joint defense agreement.

6.06 **Financing Matters**.

(a) Assistance with Financing. Prior to the Closing Date, Seller shall provide, and shall use its commercially reasonable efforts to cause its Affiliates and its and its Affiliates' Representatives to provide, Buyer such cooperation as may be reasonably requested by Buyer with respect to the Debt Financing; provided, that such requested cooperation does not materially and adversely interfere with operations of Seller and the Assets and that any information requested by Buyer is reasonably available to Seller or any of its Affiliates or its or their Representatives.

(b) Financial Information.

(i) Seller shall use its commercially reasonable efforts to cooperate with Buyer and its independent auditor ("Buyer's Auditor") in Buyer's preparation, at the sole cost and expense of Buyer, of the Special Financial Statements (as defined below), in such form that such statements and the notes thereto can be audited (in the case of the Annual Financial Statements (as defined below)) or reviewed (in the case of the Interim Financial Statements (as defined below)) by Buyer's Auditor. The "Special Financial Statements" shall refer to (A) statements of revenues over direct operating expenses attributable to the Assets for the fiscal years ended December 31, 2016 and December 31, 2015 (the "Annual Financial Statements") and (B) statements of revenues over direct operating expenses attributable to the Assets for the nine months ended September 30, 2017 the nine months ended September 30, 2016 (the "Interim Financial Statements"). The Special Financial Statements will be prepared in accordance with GAAP and any requirements of the Securities Act of 1933, as amended, and any rules or regulations promulgated thereunder. The Annual Financial Statements shall include the required oil and gas disclosures, including estimates of quantities of proved reserves as of, and a reconciliation of proved oil and gas reserves for, each of the fiscal years ended December 31, 2016 and 2015, and the standardized measure of discounted future net cash flows as of, and a reconciliation of the standardized measure of future discounted cash flows for, each of the fiscal years ended December 31, 2016 and 2015. Seller shall

provide Buyer, its Representatives, and Buyer's Auditor with reasonable access to its personnel and its Affiliates necessary for the preparation of the Special Financial Statements. Seller agrees to provide, and will use its commercially reasonable efforts to cause its Affiliates to provide, at Buyer's sole cost and expense, information from, and reasonable access to, its accounting records to the extent required to prepare any pro forma financial statements of Buyer that include pro forma adjustments with respect to Seller, which may be required in any reports, registration statements and other filings to be made by Buyer or any of its Affiliates with the SEC pursuant to the Securities Act and the rules and regulations thereunder or the Exchange Act and the rules and regulations thereunder (the "SEC Filings").

(ii) In the event the SEC requires financial statements in respect of the Assets that vary in form or content from, or in the periods covered by, the Special Financial Statements ("Alternative Financial Statements"), Seller shall, at the sole cost and expense of Buyer, use its commercially reasonable efforts to cooperate with Buyer in the preparation of such financial statements.

(iii) Notwithstanding anything to the contrary, (A) Seller shall in no event be required to create new records relating to the Assets or Special Financial Statements, (B) the access to be provided to Buyer, its Representatives, and Buyer's Auditor shall not interfere with Seller's ability to prepare its own financial statements or its regular conduct of business and shall be made available during Seller's normal business hours and (C) such cooperation shall not include any actions that Seller reasonably believes would result in a violation of any material agreement or any confidentiality arrangement or the loss of any legal or other applicable privilege. All non-public or otherwise confidential information regarding Seller obtained by Buyer, its Representatives, or Buyer's Auditor shall be kept confidential for a period of one year from such disclosure in accordance with the terms of the Confidentiality Agreement as if the Confidentiality Agreement were still in effect.

(c) Costs and Expenses. Buyer shall promptly, upon request by Seller, reimburse Seller for all reasonable and documented out-of-pocket, documented costs and expenses incurred by Seller in connection with its cooperation contemplated by this Section 6.06. Except in the case of actual fraud, (i) all of the information provided by Seller pursuant to this Section 6.06 is given without any representation or warranty, express or implied, and (ii) in no event will Seller or its Affiliates or Representatives have any liability of any kind or nature to Buyer, its Financing Sources or any other Person arising or resulting from the cooperation provided in this Section 6.06 or any use of any information provided by Seller or its Affiliates or Representatives provided pursuant to this Section 6.06. Without affecting Buyer's rights under this Agreement, Buyer shall indemnify and hold harmless the Seller Group from and against any and all Damages suffered or incurred by any of them in connection with the arrangement of the Debt Financing and any information provided by Seller to Buyer pursuant to this Section 6.06; *provided*, *however*, that Buyer shall not be required to indemnify and hold harmless the Seller Group to the extent that such Damages arise from or are related to actual fraud by any member of the Seller Group.

6.07 **Exclusivity.** In consideration of the expenses that Buyer has incurred and will incur in connection with the transactions contemplated by this Agreement, Seller agrees that, from and after the Execution Date until the Outside Date, (i) Seller shall, and shall cause all of its Representatives to, immediately terminate all discussions, communications and negotiations with Third Parties (other than Seller's Representatives) regarding the purchase or sale of all or any portion of the Assets and (ii) neither Seller nor any of its Representatives shall initiate, solicit, encourage or negotiate any proposal or offer from any Person to acquire, directly or indirectly, all or any portion of the Assets.

6.08 **Suspense Funds.** Upon the termination of the Transition Services Agreement, except to the extent such information has been delivered to Buyer pursuant to Section 13.01, Seller shall deliver to Buyer such file(s) that reasonably contain the following information: the owner name, the owner social security number or federal ID number, reason for suspense, and the amount of such Suspense Funds payable for each entry, together with monthly line item production detail including gross and net volumes and deductions for all suspense entries and other supporting documentation reasonably necessary for Buyer to verify the existence of the amount of such Suspense Funds; *provided* that nothing in this Section 6.08 shall require Seller to prepare, produce or otherwise generate any new or additional reports that Seller does not prepare, produce or generate in the ordinary course of business.

ARTICLE 7
CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

7.01 **Accuracy of Representations.** All of Seller's representations and warranties in this Agreement must have been true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Execution Date, and must be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Closing Date as if made on the Closing Date, other than any such representation and warranty that refers to a specified date, which need only be true and correct in all material respects (or, if qualified by materiality, true and correct in all respects) on and as of such specified date.

7.02 **Seller's Performance.** All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

7.03 **No Orders.** On the Closing Date, there shall be no Order pending or remaining in force of any Governmental Body having appropriate jurisdiction that attempts to restrain, enjoin, or otherwise prohibit the consummation of the Contemplated Transactions, or that grants material damages in connection therewith.

7.04 **Necessary Consents and Approvals.** All Consents from Governmental Bodies and all approvals from Governmental Bodies required for the Contemplated Transactions, except Consents and approvals of assignments by Governmental Bodies that are customarily obtained after closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

7.05 **HSR Act**.

7.06 **Closing Deliverables.** Seller shall have delivered (or be ready, willing and able to deliver at the Closing) to Buyer the documents and other items required to be delivered by Seller under Section 2.04(a).

7.07 **Title Defect Values, Environmental Defect Values, etc**. The sum of (i) all Title Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible (*less* the sum of all Title Benefit Values asserted by Seller in good faith), *plus* (ii) the Aggregate Environmental Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible, *plus* (iii) the aggregate downward Purchase Price adjustments under Section 11.02, *plus* (iv) the aggregate downward Purchase Price adjustments under Section 11.03, *plus* (v) the aggregate downward Purchase Price adjustments under Section 11.09, *plus* (vi) the aggregate amount of all Casualty Losses (as determined by Buyer acting in good faith) shall be less than or equal to twenty-five percent (25%) of the unadjusted Purchase Price.

ARTICLE 8
CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

Seller's obligation to sell the Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller, in whole or in part):

8.01 **Accuracy of Representations.** All of Buyer's representations and warranties in this Agreement must have been true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Execution Date, and must be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Closing Date as if made on the Closing Date, other than any such representation and warranty that refers to a specified date, which need only be true and correct in all material respects (or, if qualified by materiality, true and correct in all respects) on and as of such specified date.

8.02 **Buyer's Performance.** All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

8.03 **No Orders.** On the Closing Date, there shall be no Order pending or remaining in force of any Governmental Body having appropriate jurisdiction that attempts to restrain, enjoin, or otherwise prohibit the consummation of the Contemplated Transactions, or that grants material damages in connection therewith.

8.04 **Necessary Consents and Approvals.** All Consents from Governmental Bodies and all approvals from Governmental Bodies required for the Contemplated Transactions, except Consents and approvals of assignments by Governmental Bodies that are customarily obtained after closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

8.05 **HSR Act.** Any waiting period applicable to the consummation of the Contemplated Transactions under the HSR Act shall have expired or been terminated.

8.06 **Closing Deliverables.** Buyer shall have delivered (or be ready, willing and able to deliver at the Closing) to Seller the documents and other items required to be delivered by Buyer under Section 2.04(b).

8.07 **Title Defect Values, Environmental Defect Values, etc.** The sum of (i) all Title Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible (*less* the sum of all Title Benefit Values asserted by Seller in good faith), *plus* (ii) the Aggregate Environmental Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible, plus (iii) the aggregate downward Purchase Price adjustments under Section 11.02, *plus* (iv) the aggregate downward Purchase Price adjustments under Section 11.03, *plus* (v) the aggregate downward Purchase Price adjustments under Section 11.09, *plus* (vi) the aggregate amount of all Casualty Losses (as determined by Buyer acting in good faith) shall be less than or equal to twenty-five percent (25%) of the unadjusted Purchase Price.

ARTICLE 9
TERMINATION

9.01 **Termination Events.** This Agreement may, by written notice given prior to or at the Closing, be terminated:

(a) by mutual written consent of Seller and Buyer;

(b) by Buyer, if Seller has committed a material Breach of this Agreement and such Breach causes any of the conditions to Closing set forth in Article 7 not to be satisfied (or such Breach is of such a magnitude or effect that it will not be possible for such condition to be satisfied at Closing); *provided*, *however*, that in the case of a Breach that is capable of being cured, Seller shall have a period of ten (10) Business Days following receipt of such notice to attempt to cure the Breach and the termination under this Section 9.01(b) shall not become effective unless Seller fails to cure such Breach prior to the end of such ten (10) Business Day period; *provided*, *further*, if (i) Seller's conditions to Closing have been satisfied or waived (in writing) by Buyer in full on or after the Scheduled Closing Date, (ii) Seller is not in material Breach of the terms of this Agreement and (iii) Seller refuses or willfully or negligently delays to timely close the Contemplated Transactions, then such refusal or delay shall constitute a material Breach of this Agreement;

(c) by Seller, if Buyer has committed a material Breach of this Agreement and such breach causes any of the conditions to Closing set forth in Article 8 not to be satisfied (or such Breach is of such a magnitude or effect that it will not be possible for such condition to be satisfied at Closing); *provided*, *however*, that in the case of a Breach that is capable of being cured, Buyer shall have a period of ten (10) Business Days following receipt of such notice to attempt to cure the Breach and the termination under this Section 9.01(c) shall not become effective unless Buyer fails to cure such Breach prior to the end of such ten (10) Business Day period; *provided*, *further*, if (i) Buyer's conditions to Closing have been satisfied or waived (in writing) by Seller in full on or after the Scheduled Closing Date, (ii) Buyer is not in material Breach of the terms of this Agreement and (iii) Buyer refuses or willfully or negligently delays to timely close the Contemplated Transactions, then such refusal or delay shall constitute a material Breach of this Agreement;

(d) by either Seller or Buyer if the Closing has not occurred on or before December 31, 2017 (the "Outside Date"), or such later date as the Parties may agree upon in writing; *provided* that, in the case of Seller, such failure does not result primarily from Seller's material Breach of this Agreement;

(e) by either Seller or Buyer if (i) any Legal Requirement has made the consummation of the Contemplated Transactions illegal or otherwise prohibited, or (ii) a Governmental Body has issued an Order, or taken any other action permanently restraining, enjoining, or otherwise prohibiting the consummation of the Contemplated Transactions, and such order, decree, ruling, or other action has become final and nonappealable;

(f) by Buyer if the Closing condition in Section 8.07 is not satisfied (or not possible of being satisfied at Closing); or

(g) by Seller if the Closing condition in Section 7.07 is not satisfied (or not possible of being satisfied at Closing).

9.02 **Effect of Termination; Distribution of the Deposit Amount.**

(a) If this Agreement is terminated pursuant to Section 9.01, all further obligations of the Parties under this Agreement shall terminate; *provided* that (a) such termination shall not impair nor restrict the rights of either Party against the other under Section 9.02(b), and (b) the following provisions shall survive the termination: Article 1, Sections 9.02, 10.02(c), 10.03(c), 10.06, 10.07, 10.10, 10.11, 10.12, Article 13 (other than Section 13.01, Section 13.02(b) through 13.02(d), Section 13.14 and Section 13.17, which shall terminate) and any such terms as set forth in this Agreement that are necessary to give context to any of the foregoing surviving Sections.

(b) Notwithstanding anything to the contrary in Section 9.02(a):

(i) If at the time this Agreement is terminated pursuant to Section 9.01, Buyer is a Breaching Party, then Seller shall be entitled (as its sole and exclusive remedy) to receive the Deposit Amount as liquidated damages (and not as a penalty). If Seller is entitled to receive the Deposit Amount as liquidated damages pursuant to this Section 9.02(b)(i), (A) the Parties shall, within two (2) Business Days of the termination of this Agreement, execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Seller and (B) Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(ii) If at the time this Agreement is terminated pursuant to Section 9.01 Seller is a Breaching Party, then Buyer shall be entitled to (A) receive the Deposit Amount and (B) seek to recover its actual damages from Seller as a result of such Willful Breach by Seller. If Buyer is entitled to the Deposit Amount pursuant to this Section 9.02(b)(ii), the Parties shall, within two (2) Business Days of the termination of this Agreement, (x) execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Buyer and (y) Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(c) The Parties recognize that the actual damages for Buyer's Willful Breach of this Agreement would be difficult or impossible to ascertain with reasonable certainty and agree that the Deposit Amount would be a reasonable liquidated damages amount for such Willful Breach by Buyer if Buyer is a Breaching Party at the time this Agreement is terminated.

(d) If this Agreement is terminated by either Buyer or Seller pursuant to Section 9.01 for any reason other than as described in Section 9.02(b), then, in any such case, the Parties shall, within two (2) Business Days of such termination, execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Buyer.

(e) THE PARTIES FURTHER AGREE THAT, UNLESS AND UNTIL THE CLOSING OCCURS, THE SOLE AND EXCLUSIVE REMEDY OF SELLER AND ITS AFFILIATES AGAINST BUYER, ITS DEBT AND EQUITY FINANCING SOURCES, AND ANY OF THEIR RESPECTIVE FORMER, CURRENT OR FUTURE GENERAL OR LIMITED PARTNERS, EQUITY HOLDERS, CONTROLLING PERSONS, MANAGEMENT COMPANIES, REPRESENTATIVES, ASSIGNEES OR AFFILIATES AND ANY AND ALL FORMER, CURRENT OR FUTURE HEIRS, EXECUTORS, ADMINISTRATORS, TRUSTEES, SUCCESSORS OR ASSIGNS OF THE FOREGOING (COLLECTIVELY, THE "BUYER RELATED PARTIES") ARISING FROM OR RELATING TO THIS AGREEMENT AND THE CONTEMPLATED TRANSACTIONS, INCLUDING FOR ANY FAILURE OF BUYER TO EFFECT THE CLOSING OR OTHERWISE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT (WHETHER WILLFULLY, INTENTIONALLY, UNINTENTIONALLY OR OTHERWISE), WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE THE RIGHTS AND REMEDIES AGAINST BUYER DESCRIBED IN THIS SECTION 9.02. EXCEPT FOR THE RIGHTS AND REMEDIES AGAINST BUYER DESCRIBED IN THIS SECTION 9.02, IN FURTHERANCE OF THE FOREGOING, (A) SELLER RELEASES THE BUYER RELATED PARTIES, WAIVES ANY RIGHT OF RECOVERY FOR AND AGREES NOT TO SEEK ANY RECOVERY FOR ANY LOSS SUFFERED AS A RESULT OF ANY BREACH OF ANY COVENANT, OBLIGATION, REPRESENTATION OR WARRANTY IN THIS AGREEMENT OR THE FAILURE OF THE TRANSACTION TO BE CONSUMMATED, OR IN RESPECT OF ANY ORAL

REPRESENTATION MADE OR ALLEGED TO HAVE BEEN MADE IN CONNECTION HEREWITH AND (B) THE MAXIMUM AGGREGATE MONETARY LIABILITY THAT THE BUYER RELATED PARTIES SHALL HAVE IN CONNECTION WITH SUCH LOSS SHALL BE THE FORFEITURE OF THE DEPOSIT AMOUNT IN ACCORDANCE WITH THIS SECTION 9.02.

9.03 **Return of Records Upon Termination.** Upon termination of this Agreement, (a) Buyer shall promptly return to Seller or destroy all title, engineering, geological and geophysical data, environmental assessments and reports, maps, documents and other information furnished by Seller to Buyer in connection with its due diligence investigation of the Assets in accordance with the Confidentiality Agreement and (b) an officer of Buyer shall certify Buyer's compliance with the preceding clause (a) to Seller in writing.

ARTICLE 10
INDEMNIFICATION; REMEDIES

10.01 **Survival.** The survival periods for the various representations, warranties, covenants and agreements contained herein shall be as follows: (a) Fundamental Representations shall survive indefinitely, (b) the representations and warranties in Section 3.04 shall survive for the applicable statute of limitations plus sixty (60) days, (c) the special warranty of Defensible Title set forth in the Instruments of Conveyance shall survive for thirty-six (36) months after Closing, (d) all covenants and agreements of Seller to be performed at or following the Closing shall survive until fully performed, (e) all other representations and warranties and pre-closing covenants and agreements of Seller shall survive for twelve (12) months after Closing; *provided*, that the covenants of Buyer and Seller set forth in Section 13.02 shall survive for the applicable statute of limitations plus sixty (60) days and (f) all other representations, warranties, covenants and agreements of Buyer shall survive indefinitely. Representations, warranties, covenants and agreements shall be of no further force and effect after the date of their expiration; *provided* that there shall be no termination of any bona fide claim asserted pursuant to this Agreement with respect to such a representation, warranty, covenant or agreement prior to its expiration date. The indemnities in Sections 10.02(a), 10.02(b), 10.03(a) and 10.03(b) shall terminate as of the termination date of each respective representation, warranty, covenant or agreement that is subject to indemnification thereunder, except in each case as to matters for which a specific written claim for indemnity has been delivered to the indemnifying person on or before such termination date. The indemnities in Section 10.02(c) (with respect only to clauses (a), (b), (c) and (j) in the definition of Retained Liabilities) shall terminate eighteen (18) months following the Closing Date. The indemnities in Section 10.02(c) (with respect only to clause (f) in the definition of Retained Liabilities) shall survive for the applicable statute of limitations plus sixty (60) days. The indemnities in Section 10.02(c) (with respect to Retained Liabilities other than those described in clauses (a), (b), (c), (f) and (j) in the definition of Retained Liabilities) shall continue indefinitely. All other indemnities, and all other provisions of this Agreement, shall survive the Closing without time limit except as may otherwise be expressly provided herein.

10.02 **Indemnification and Payment of Damages by Seller.** Except as otherwise limited in this Article 10, from and after the Closing, Seller shall assume, be responsible for, pay on a current basis, and shall defend, release, indemnify, and hold harmless Buyer Group from and against, and shall pay to the Buyer Group the amount of, any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of their respective rights under this Agreement arising from, based upon, related to, or associated with:

(a) any Breach of any representation or warranty made by Seller in this Agreement, or in any certificate delivered by Seller pursuant to this Agreement;

(b) any Breach by Seller of any covenant, obligation, or agreement of Seller in this Agreement;

(c) the Retained Liabilities;

(d) the use, ownership or operation of the Excluded Assets; and

(e) the use, ownership or operation of the Retained Assets.

Notwithstanding anything to the contrary contained in this Agreement, after the Closing, the remedies provided in this Article 10, Article 11 and Section 13.17, along with the special warranty of Defensible Title set forth in the Instruments of Conveyance, are Buyer Group's exclusive legal remedies against Seller with respect to this Agreement and the Contemplated Transactions, including Breaches of the representations, warranties, covenants, obligations, and agreements of the Parties contained in this Agreement or the affirmations of such representations, warranties, covenants, obligations, and agreements contained in the certificate delivered by Seller at Closing pursuant to Section 2.04, and, except for the remedies provided in this Article 10, Article 11 and Section 13.17, along with the special warranty of Defensible Title set forth in the Instruments of Conveyance, **BUYER RELEASES SELLER GROUP FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, PROCEEDINGS, OR OTHER LEGAL RIGHTS AND REMEDIES OF BUYER GROUP, KNOWN OR UNKNOWN, WHICH BUYER MIGHT NOW OR SUBSEQUENTLY HAVE, BASED ON, RELATING TO OR IN ANY WAY ARISING OUT OF THIS AGREEMENT, THE CONTEMPLATED TRANSACTIONS, THE OWNERSHIP, USE OR OPERATION OF THE ASSETS PRIOR TO THE CLOSING, OR THE CONDITION, QUALITY, STATUS, OR NATURE OF THE ASSETS PRIOR TO THE CLOSING, INCLUDING ANY AND ALL CLAIMS RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY OR VIOLATIONS OF ENVIRONMENTAL LAWS AND INCLUDING RIGHTS TO CONTRIBUTION UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, AS AMENDED, BREACHES OF STATUTORY OR IMPLIED WARRANTIES, NUISANCE, OR OTHER TORT ACTIONS, RIGHTS TO PUNITIVE DAMAGES, COMMON LAW RIGHTS OF CONTRIBUTION, AND RIGHTS UNDER INSURANCE MAINTAINED BY SELLER OR ANY OF SELLER'S AFFILIATES**. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement or otherwise shall release or relieve Seller for actual fraud.

10.03 **Indemnification and Payment of Damages by Buyer.** Except as otherwise limited in this Article 10 and Article 11, from and after the Closing, Buyer shall assume, be responsible for, pay on a current basis, and shall defend, release, indemnify, and hold harmless Seller Group from and against, and shall pay to Seller Group the amount of any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of their respective rights under this Agreement arising from, based upon, related to, or associated with:

(a) any Breach of any representation or warranty made by Buyer in this Agreement or in any certificate delivered by Buyer pursuant to this Agreement;

(b) any Breach by Buyer of any covenant, obligation, or agreement of Buyer in this Agreement;

(c) any Damages arising out of or relating to Buyer's and its representatives' access to the Assets and contracts, books and records and other documents and data relating thereto prior to the Closing, including Buyer's title and environmental inspections pursuant to Sections 11.01 and 11.10, including Damages attributable to personal injury, illness or death, or property damage arising from such access, except in each case to the extent such Damages result from Seller's gross negligence or willful misconduct; and

(d) the Assumed Liabilities.

Notwithstanding anything to the contrary contained in this Agreement, from and after Closing, the remedies provided in this Article 10 and Section 13.17 are Seller Group's exclusive legal remedies for Buyer's Breaches, all other legal rights and remedies being expressly waived by Seller Group.

10.04 **Indemnity Net of Insurance.** The amount of any Damages for which an indemnified Party is entitled to indemnity under this Article 10 shall be reduced by the amount of insurance or indemnification proceeds actually received by the indemnified Party or its Affiliates with respect to such Damages (net of any collection costs, and excluding the proceeds of any insurance policy issued or underwritten, or indemnity granted, by the indemnified Party or its Affiliates).

10.05 **Limitations on Liability.**

(a) Except with respect to the Fundamental Representations and the representations and warranties included in Section 3.04, if the Closing occurs, Seller shall not have any liability for any indemnification under Section 10.02(a): (i) for any Damages with respect to any occurrence, claim, award or judgment that do not individually exceed One Hundred Thousand Dollars ($100,000) net to Seller's interest (the "Individual Claim Threshold"); or (ii) unless and until the aggregate Damages for which claim notices for claims meeting the Individual Claim Threshold are delivered by Buyer exceed two percent (2%) of the unadjusted Purchase Price, and then only to the extent such Damages exceed two percent (2%) of the unadjusted Purchase Price. Except with respect to the Fundamental Representations and the representations and warranties included in Section 3.04, in no event will Seller be liable for Damages indemnified under Section 10.02(a) to the extent such damages, exceed twenty percent (20%) of the unadjusted Purchase Price. Notwithstanding anything herein to the contrary, in no event will Seller's aggregate liability under this Agreement exceed one hundred percent (100%) of the unadjusted Purchase Price.

(b) Notwithstanding anything herein to the contrary, the obligations and rights of the Parties hereunder, and the Damages for which any Party is obligated to indemnify or entitled to indemnity under Section 10.02 or Section 10.03 shall be determined and calculated by excluding and without giving effect to any qualifiers as to materiality or other similar qualifiers set forth in any representation or warranty (including any bringdown of such representation or warranty in any certificate delivered pursuant to this Agreement).

(c) Notwithstanding anything in this Agreement to the contrary, Seller shall not be required to indemnify Buyer under Section 10.02(a) for any Asset Tax (or portion thereof) allocable to Buyer under Section 13.02(c) as a result of a breach by Seller of any representation or warranty set forth in Section 3.04, except to the extent the amount of such Asset Tax (or portion thereof) (i) exceeds the amount that would have been due absent such breach or (ii) was taken into account as an adjustment to the Purchase Price under Section 2.03, Section 2.05(c), Section 2.05(d) or Section 13.02(c)(iii).

(d) The representations, warranties and covenants of the indemnifying Person, and the indemnified Person's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation or audit made or conducted by or on behalf of, or by reason of any information furnished to, the indemnified Person (including its Representatives), whether before or after the Execution Date or the Closing Date, or by reason of the fact that the indemnified Person or any of its Representatives knew, was capable of knowing or should have known, at any time (whether before or after the Execution Date or the Closing Date), that any such representation or warranty was or might be inaccurate, or that any such covenant has not been or might not have been complied with, or by reason of the indemnified Person's waiver of any condition set forth in Article 7 or Article 8.

10.06 **Procedure for Indemnification--Third Party Claims.**

(a) Promptly after receipt by an indemnified party under Section 10.02 or 10.03 of a Third Party claim for Damages or notice of the commencement of any Proceeding against it, such indemnified party shall, if a claim is to be made against an indemnifying Party under such Section, give notice to the indemnifying Party of the commencement of such claim or Proceeding, together with a claim for indemnification pursuant to this Article 10. The failure of any indemnified party to give notice of a Third Party claim or Proceeding as provided in this Section 10.06 shall not relieve the indemnifying Party of its obligations under this Article 10 except to the extent such failure results in insufficient time being available to permit the indemnifying Party to effectively defend against the Third Party claim or participate in the Proceeding or otherwise materially prejudices the indemnifying Party's ability to defend against the Third Party claim or participate in the Proceeding.

(b) If any Proceeding referred to in Section 10.06(a) is brought against an indemnified party and the indemnified party gives notice to the indemnifying Party of the commencement of such Proceeding, the indemnifying Party shall be entitled to participate in such Proceeding and, to the extent that it wishes (unless (i) the indemnifying Party is also a party to such Proceeding and the indemnified party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying Party fails to provide reasonable assurance to the indemnified party of its financial capacity to defend such Proceeding and provide indemnification with respect to such Proceeding), to assume the defense of such Proceeding with counsel reasonably satisfactory to the indemnified party, and, after notice from the indemnifying Party to the indemnified party of the indemnifying Party's election

to assume the defense of such Proceeding, the indemnifying Party shall not, as long as it diligently conducts such defense, be liable to the indemnified party under this Article 10 for any fees of other counsel or any other expenses, in each case of the indemnified Party, with respect to the defense of such Proceeding, in each case subsequently incurred by the indemnified party in connection with the defense of such Proceeding and the indemnifying Party shall otherwise be responsible for the costs of such defense, including by the indemnified Party if it is assuming such defense. Notwithstanding anything to the contrary in this Agreement, the indemnifying Party shall not be entitled to assume or continue control of the defense of any such Proceeding if (A) such Proceeding relates to or arises in connection with any criminal proceeding, (B) such Proceeding seeks an injunction or equitable relief against any indemnified Party, (C), in the case of an indemnification claim by Buyer pursuant to Section 10.02(a) (other than with respect to a Fundamental Representation) such Proceeding has or would reasonably be expected to result in Damages in excess of the amount set forth in Section 10.05 (i.e., twenty percent (20%) of the unadjusted Purchase Price), or (D) the indemnifying Party has failed or is failing to defend in good faith such Proceeding. If the indemnifying Party assumes the defense of a Proceeding, no compromise or settlement of such Third Party claims or Proceedings may be effected by the indemnifying Party without the indemnified party's prior written consent unless (A) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other Third Party claims that may be made against the indemnified party, and (B) the sole relief provided is monetary damages that are paid in full by the indemnifying Party, and (C) the indemnified party shall have no liability with respect to any compromise or settlement of such Third Party claims or Proceedings effected without its consent.

10.07 **Procedure for Indemnification – Other Claims.** A claim for indemnification for any matter not involving a Third Party claim may be asserted by notice to the Party from whom indemnification is sought.

10.08 **Indemnification of Group Members.** The indemnities in favor of Buyer and Seller provided in Section 10.02 and Section 10.03, respectively, shall be for the benefit of and extend to such Party's present and former Group members. Any claim for indemnity under this Article 10 by any Group member other than Buyer or Seller must be brought and administered by the relevant Party to this Agreement. No indemnified party other than Buyer and Seller shall have any rights against either Seller or Buyer under the terms of this Article 10 except as may be exercised on its behalf by Buyer or Seller, as applicable, pursuant to this Section 10.08. Each of Seller and Buyer may elect to exercise or not exercise indemnification rights under this Section on behalf of the other indemnified party affiliated with it in its sole discretion and shall have no liability to any such other indemnified party for any action or inaction under this Section.

10.09 **Extent of Representations and Warranties.**

(A) **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CERTIFICATES DELIVERED BY SELLER AT CLOSING OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION,**

WARRANTY, STATEMENT, OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO BUYER (INCLUDING ANY OPINION, INFORMATION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO BUYER OR ITS AFFILIATES OR REPRESENTATIVES BY ANY AFFILIATES OR REPRESENTATIVES OF SELLER OR BY ANY INVESTMENT BANK OR INVESTMENT BANKING FIRM, ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, SELLER'S COUNSEL, OR ANY OTHER AGENT, CONSULTANT, OR REPRESENTATIVE OF SELLER). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CERTIFICATES DELIVERED BY SELLER AT CLOSING OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO (A) THE TITLE TO ANY OF THE ASSETS, (B) THE CONDITION OF THE ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), IT BEING DISTINCTLY UNDERSTOOD THAT THE ASSETS ARE BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS AS TO ALL MATTERS," (C) ANY INFRINGEMENT BY SELLER OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, (D) ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO BUYER BY OR ON BEHALF OF SELLER (INCLUDING THE EXISTENCE OR EXTENT OF HYDROCARBONS OR THE MINERAL RESERVES, THE RECOVERABILITY OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, AND THE ABILITY TO SELL HYDROCARBON PRODUCTION AFTER THE CLOSING), AND (E) THE ENVIRONMENTAL CONDITION AND OTHER CONDITION OF THE ASSETS AND ANY POTENTIAL LIABILITY ARISING FROM OR RELATED TO THE ASSETS.

(b) Buyer acknowledges and affirms that it has made and prior to Closing will make its own independent investigation, analysis, and evaluation of the Contemplated Transactions and the Assets (including Buyer's own estimate and appraisal of the extent and value of Seller's Hydrocarbon reserves attributable to the Assets and an independent assessment and appraisal of the environmental risks associated with the acquisition of the Assets). Buyer acknowledges that in entering into this Agreement, it has relied on the aforementioned investigation and the express representations and warranties of Seller contained in this Agreement and the Seller Closing Documents. Buyer hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim, or commencing, instituting, or causing to be commenced, any Proceeding of any kind against Seller or its Affiliates, alleging facts contrary to the foregoing acknowledgment and affirmation.

10.10 **Compliance With Express Negligence Test. THE PARTIES AGREE THAT ANY INDEMNITY, DEFENSE, AND/OR RELEASE OBLIGATION ARISING UNDER THIS AGREEMENT SHALL APPLY WITHOUT REGARD TO THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF THE INDEMNIFIED PARTY, WHETHER ACTIVE, PASSIVE, JOINT, CONCURRENT, COMPARATIVE, CONTRIBUTORY OR SOLE, OR ANY PRE-EXISTING CONDITION, ANY BREACH OF CONTRACT OR BREACH OF WARRANTY, OR VIOLATION OF ANY LEGAL REQUIREMENT,** EXCEPT TO THE EXTENT SUCH DAMAGES WERE OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY OR ANY GROUP MEMBER THEREOF, IT BEING THE PARTIES' INTENTION THAT DAMAGES TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY OR ANY GROUP MEMBER THEREOF NOT BE COVERED BY THE RELEASE, DEFENSE, OR INDEMNITY OBLIGATIONS IN THIS AGREEMENT**.** The foregoing is a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

10.11 **Limitations of Liability.** Notwithstanding anything to the contrary contained in this Agreement, **IN NO EVENT SHALL SELLER OR BUYER EVER BE LIABLE FOR, AND EACH PARTY RELEASES THE OTHER FROM, ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR CLAIMS RELATING TO OR ARISING OUT OF THE CONTEMPLATED TRANSACTIONS OR THIS AGREEMENT**; *provided*, *however*, that any consequential, special, indirect, exemplary, or punitive damages recovered by a Third Party (including a Governmental Body, but excluding any Affiliate of any Group member) against a Person entitled to indemnity pursuant to this Article 10 shall be included in the Damages recoverable under such indemnity. Notwithstanding the foregoing, lost profits shall not be excluded by this provision as to recovery hereunder to the extent constituting direct Damages.

10.12 **No Duplication.** Any liability for indemnification hereunder shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability constituting a Breach of more than one representation, warranty, covenant, obligation, or agreement herein. Neither Buyer nor Seller shall be liable for indemnification with respect to any Damages based on any sets of facts to the extent the Purchase Price is being or has been adjusted pursuant to Section 2.05 by reason of the same set of facts.

10.13 **Disclaimer of Application of Anti-Indemnity Statutes.** Seller and Buyer acknowledge and agree that the provisions of any anti-indemnity statute relating to oilfield services and associated activities shall not be applicable to this Agreement and/or the Contemplated Transactions.

10.14 **Waiver of Right to Rescission.** Except in the case of actual fraud, Seller and Buyer acknowledge that, following the Closing, the payment of money, as limited by the terms of this Agreement, shall be adequate compensation for Breach of any representation, warranty, covenant or agreement contained herein or for any other claim arising in connection with or with respect to the Contemplated Transactions. As the payment of money shall be adequate compensation, following Closing, Seller and Buyer waive any right to rescind this Agreement or any of the transactions contemplated hereby, except in the case of actual fraud.

10.15 **Joint and Several.** Each Seller shall be jointly and severally liable for each representation, warranty, covenant, agreement, indemnification obligation and Breach of this Agreement and the Seller Closing Documents by each other Seller.

ARTICLE 11
TITLE MATTERS AND ENVIRONMENTAL MATTERS; PREFERENTIAL PURCHASE RIGHTS; CONSENTS

11.01 **Title Examination and Access.** Buyer may make or cause to be made at its expense such examination as it may desire of Seller's title to the Assets. For such purposes, until the Closing, Seller shall give to Buyer and its Representatives access during Seller's regular hours of business to originals or copies (including electronic copies if available), of all of the Records,

files, records, contracts, correspondence, maps, data, reports, plats, abstracts of title, lease files, well files, unit files, division order files, production marketing files, title opinions, title files, title records, ownership maps, surveys, and any other information, data, records, and files that Seller or its Affiliates have relating in any way to the title to the Assets, the past or present operation thereof, and the marketing of production therefrom, in accordance with, and subject to the limitations in, Section 5.01.

11.02 **Preferential Purchase Rights.**

(a) Seller shall, as promptly as practical but in no event later than ten (10) Business Days after the Execution Date, provide all notices necessary to comply with or obtain the waiver of all Preferential Purchase Rights which are applicable to the Contemplated Transactions prior to the Closing Date and in compliance with the contractual provisions applicable thereto. To the extent any such Preferential Purchase Rights are properly exercised by any holders thereof, then the Asset(s) subject to such Preferential Purchase Rights shall not be sold to Buyer and shall be excluded from the Assets and sale under this Agreement and shall be considered Retained Assets. The Purchase Price shall be adjusted downward by the Allocated Value of the Asset(s) so retained. On the Closing Date, if the time period for exercising any Preferential Purchase Right has not expired, but no notice of waiver (nor of the exercise of such Preferential Purchase Right) has been received from the holder thereof, then the Asset(s) subject to such Preferential Purchase Right shall be included in the Closing, with no adjustment to the Purchase Price. After the Closing, if the holder of such Preferential Purchase Right exercises the Preferential Purchase Right, then Buyer shall convey the affected Asset(s) to such party, and shall receive the consideration for such affected Asset(s) directly from such party. If any holder of a Preferential Purchase Right initially elects to exercise that Preferential Purchase Right, but after the Closing Date, refuses to consummate the purchase of the affected Asset(s), then, subject to the Parties' respective rights and remedies as to the obligation to consummate the Contemplated Transactions, Buyer shall purchase such Asset(s) for the Allocated Value thereof (subject to the adjustments pursuant to Section 2.05), and the closing of such transaction shall take place on a date reasonably designated by Seller not more than one hundred eighty (180) days after the Closing Date. If such holder's refusal to consummate the purchase of the affected Asset(s) occurs prior to the Closing Date, then, subject to the Parties' respective rights and remedies as to the obligation to consummate the Contemplated Transactions, Buyer shall purchase the affected Asset(s) at the Closing in accordance with the terms of this Agreement.

(b) Within three (3) Business Days following the request of either Party, the Parties shall (i) amend this Agreement to exclude any Asset to the extent subject to a Preferential Purchase Right that has not been waived or disclaimed prior to the Execution Date (the "Pref Right Properties") and to reduce the Purchase Price by the Allocated Values of such Pref Right Properties and (ii) to enter into a separate purchase and sale agreement covering the sale of such Pref Right Properties from Seller to Buyer in exchange for the Allocated Values of such Pref Right Properties (the "Pref Right Purchase Agreement"). The Pref Right Purchase Agreement shall be on substantially the same terms and conditions as this Agreement but for such changes as are necessary to reflect the fact that the Pref Right Purchase Agreement only covers the Pref Right Properties. In addition to the conditions

to Closing that will be set forth in Article 7 and Article 8 of the Pref Right Purchase Agreement, the obligations of each of the Parties to close the Pref Right Purchase Agreement shall be conditioned upon the Closing of this Agreement. In the event the owner of the preferential purchase right waives in writing its election to enter into the Pref Right Purchase Agreement, the Pref Right Purchase Agreement will be deemed terminated and this Agreement will be in full force and effect in the form of this Agreement as of the Execution Date.

11.03 **Consents.** Seller shall as promptly as practical, but in no event later than ten (10) Business Days after the Execution Date, provide all notices required to comply with or obtain all Consents in compliance with the contractual provisions applicable thereto required for the transfer of the Assets and in accordance with Section 5.04.

(a) If Seller fails to obtain any Consent necessary for the transfer of any Asset to Buyer, Seller's failure shall be handled as follows:

(i) If the Consent is not a Required Consent and has not been denied in writing, then the affected Assets shall nevertheless be conveyed at the Closing as part of the Assets. Any Damages that arise due to the failure to obtain such Consent shall be borne by Buyer.

(ii) If the Consent is a Required Consent or a Consent that has been denied in writing, the Purchase Price shall be adjusted downward by the Allocated Value of the affected Assets (which affected Assets shall include all Leases and Wells affected by the Applicable Contract or Lease for which a Consent is refused), and the affected Assets shall be treated as Retained Assets.

(b) Notwithstanding the provisions of Section 11.03(a), if Seller obtains a Consent described in Section 11.03(a)(ii) within one hundred eighty (180) days after the Closing, then Seller shall promptly deliver conveyances of the affected Asset(s) to Buyer and Buyer shall pay to Seller an amount equal to the Allocated Value of the affected Asset(s) in accordance with wire transfer instructions provided by Seller (subject to the adjustments set forth in Section 2.05).

11.04 **Title Defects.** Buyer shall notify Seller of Title Defects ("Title Defect Notice(s)") promptly after the discovery thereof, but in no event later than 5:00 p.m. Central Time on November 25, 2017 (the "Defect Notice Date"). To be effective, each Title Defect Notice shall be in writing and include (a) a description of the alleged Title Defect and the Lease or Well or portion thereof (including by the currently producing formation, Target Formation or Service Formation, as applicable) affected by such alleged Title Defect (each, a "Title Defect Property"), (b) the Allocated Value of each Title Defect Property, (c) supporting documents reasonably necessary for Seller to verify the existence of the alleged Title Defect, and (d) the amount by which Buyer reasonably believes the Allocated Value of each Title Defect Property is reduced by such alleged Title Defect and the computations upon which Buyer's belief is based (the "Title Defect Value"). To give Seller an opportunity to commence reviewing and curing Title Defects, Buyer agrees to use reasonable efforts to give Seller, on a weekly basis prior to the Defect Notice Date, written notice of all alleged Title Defects (as well as any claims that would be claims under the special

warranty of Defensible Title set forth in the Instruments of Conveyance) discovered by Buyer during the preceding week; *provided*, that the failure to provide any such preliminary notice shall not affect Buyer's right to assert Title Defects at any time prior to the Defect Notice Date or subject Buyer to any liability hereunder. Notwithstanding anything herein to the contrary, subject to Buyer's rights under the Instruments of Conveyance, Buyer forever waives, and Seller shall have no liability for, Title Defects not asserted by a Title Defect Notice meeting substantially all of the requirements set forth in the preceding sentence no later than 5:00 p.m. Central Time on the Defect Notice Date.

11.05 **Title Defect Value.** The Title Defect Value shall be determined pursuant to the following guidelines, where applicable:

(a) if the Parties agree on the Title Defect Value, then that amount shall be the Title Defect Value;

(b) if the Title Defect is an Encumbrance that is undisputed and liquidated in amount, then the Title Defect Value shall be the amount necessary to be paid to remove the Title Defect from the Title Defect Property;

(c) if the Title Defect with respect to a Well represents a discrepancy between (i) Seller's Net Revenue Interest for the Title Defect Property and (ii) the Net Revenue Interest set forth for such Title Defect Property in Exhibit B (and Seller's Working Interest in the Well is decreased in the same or greater proportion), then the Title Defect Value shall be the product of the Allocated Value of such Title Defect Property, *multiplied* by a fraction, the numerator of which is the Net Revenue Interest decrease and the denominator of which is the Net Revenue Interest set forth for such Title Defect Property in Exhibit B;

(d) if the Title Defect with respect to a Lease represents a discrepancy between (i) Seller's Net Revenue Interest for the Title Defect Property and (ii) the Net Revenue Interest set forth for such Title Defect Property in Exhibit A, then the Title Defect Value shall be the product of the Allocated Value of such Title Defect Property, *multiplied* by a fraction, the numerator of which is the Net Revenue Interest decrease and the denominator of which is the Net Revenue Interest set forth for such Title Defect Property in Exhibit A;

(e) if the Title Defect with respect to a Well represents an increase of (i) Seller's Working Interest for any Title Defect Property over (ii) the Working Interest set forth for such Title Defect Property in Exhibit B (except (A) increases resulting from contribution requirements with respect to defaulting co-owners from and after the Execution Date under applicable operating agreements, or (B) increases to the extent that such increases are accompanied by a proportionate increase in Seller's Net Revenue Interest), then the Title Defect Value shall be the product of the Allocated Value of such Title Defect Property, *multiplied* by a fraction, the numerator of which is the Working Interest increase and the denominator of which is the Working Interest set forth for such Well in Exhibit B;

(f) if the Title Defect with respect to a Lease results from a discrepancy where (i) the actual Net Acres for such Lease as to the Target Formation is less than (ii) the Net Acres set forth on Exhibit A for such Lease, then the Title Defect Value shall be calculated by multiplying

the Net Acre deficiency for such Lease by the per-Net Acre Allocated Value, provided, however, that if a Title Defect results in a discrepancy as to some, but not all of the Target Formation, the Title Defect Value for such Title Defect shall be determined by taking into account the partiality of such Title Defect; and

(g) if the Title Defect represents an obligation or Encumbrance upon or other defect in title to the Title Defect Property of a type not described above, then the Title Defect Value shall be determined by taking into account the Allocated Value of the Title Defect Property, the portion of the Title Defect Property affected by the Title Defect, the legal effect of the Title Defect, the potential economic effect of the Title Defect over the life of the Title Defect Property, the values placed upon the Title Defect by Buyer and Seller and such other reasonable factors as are necessary to make a proper evaluation.

In no event, however, shall the total of the Title Defect Values related to a particular Asset exceed the Allocated Value of such Asset. The Title Defect Value with respect to a Title Defect shall be determined without any duplication of any costs or losses included in any other Title Defect Value hereunder, or for which Buyer otherwise receives credit in the calculation of the Purchase Price.

11.06 **Seller's Cure or Contest of Title Defects.**

Seller may contest any asserted Title Defect or Buyer's good faith estimate of the Title Defect Value as described in Section 11.06(b) and may seek to cure any asserted Title Defect as described in Section 11.06(a).

(a) Seller shall have the right to cure any Title Defect on or before sixty (60) days after the Defect Notice Date (the "Title Defect Cure Period") by giving written notice to Buyer of its election to cure prior to the Closing Date. If, prior to Closing, Seller elects to cure and:

(i) actually cures the Title Defect ("Cure"), prior to the Closing, then the Asset affected by such Title Defect shall be conveyed to Buyer at the Closing, and no Purchase Price adjustment will be made for such Title Defect; or

(ii) does not cure the Title Defect prior to the Closing, then Seller shall:

(A) if Seller elects to cure the Title Defect, convey the affected Asset to Buyer and Buyer shall pay the Title Defect Value attributable to the affected Asset to the Escrow Agent at the Closing; *provided, however* that if Seller is unable to Cure the Title Defect by the end of the Title Defect Cure Period, then (i) Seller shall include a downward adjustment in the Final Settlement Statement equal to the Title Defect Value for such Asset and (ii) the Parties shall issue joint written instructions to the Escrow Agent to release such Title Defect Value to Buyer; or

(B) if and only if Buyer agrees to this remedy in its sole discretion, indemnify Buyer against all Damages (up to the Allocated Value of the applicable Title Defect Property) resulting from such Title Defect with respect to such Title Defect Property pursuant to an indemnity agreement prepared by Seller in a form and substance reasonably acceptable to Buyer.

(iii) If Seller does not elect to cure the Title Defect, subject to Seller's continuing right to dispute the Title Defect, Seller shall convey the affected Asset to Buyer at the Closing and the Purchase Price shall be adjusted in accordance with the terms of this Agreement.

(b) Seller and Buyer shall attempt to agree on the existence and Title Defect Value for all Title Defects. Representatives of the Parties, knowledgeable in title matters, shall meet during the Title Defect Cure Period for this purpose. However, prior to the date which is ninety (90) days after the Closing, either Party may submit any disputed Title Defect or the Title Defect Value to arbitration in accordance with the procedures set forth in Section 11.15. If a contested Title Defect cannot be resolved prior to Closing, except as otherwise provided herein, the Asset affected by such Title Defect shall nevertheless be conveyed to Buyer at the Closing, and the Purchase Price will be adjusted downward in an amount equal to the Title Defect Value for such Asset; *provided*, *however*, that if the Title Defect Value as finally decided between the Parties or by the Expert, as applicable, is less than the Title Defect Value used for the Purchase Price adjustment, then Buyer shall include an upward adjustment in the Final Settlement Statement equal to the amount that the Title Defect Value (as of Closing) exceeds the Title Defect Value as finally determined.

11.07 **Limitations on Adjustments for Title Defects.**

(a) Notwithstanding the provisions of Sections 11.04, 11.05 and 11.06, other than with respect to the special warranty of Defensible Title to be provided in the Instruments of Conveyance, Seller shall be obligated to adjust the Purchase Price to account for uncured Title Defects only to the extent that the sum of (x) the aggregate Title Defect Values of all uncured Title Defects (the "Aggregate Title Defect Value") (after taking into account any offsetting Title Benefit Values) *plus* (y) the Aggregate Environmental Defect Value exceeds the Aggregate Defect Deductible. In addition, if the Title Defect Value for any single Lease or Well is less than the De Minimis Title Defect Cost (and the aggregate of all Title Defect Values for all Title Defects based upon a single matter creating such Title Defect is less than the De Minimis Title Defect Cost), such value shall not be considered in calculating the Aggregate Title Defect Value.

(b) Notwithstanding anything contained in Section 11.07(a) to the contrary, for any Title Defect that is identified in a Title Defect Notice delivered on or prior to the Defect Notice Date, if (1) such Title Defect would constitute a breach of the special warranty of Defensible Title if such special warranty of Defensible Title were in effect as of such time, then (2) such Title Defect shall not be subject to the De Minimis Title Defect Cost or the Aggregate Defect Deductible. For the avoidance of doubt, special warranty of Defensible Title contained in the Instruments of Conveyance shall not be subject to the De Minimis Title Defect Cost or the Aggregate Defect Deductible.

11.08 **Title Benefits.** If Seller discovers any right, circumstance or condition that operates (a) to increase the Net Revenue Interest in any Lease or Well above that shown in Exhibit A or Exhibit B, as applicable, to the extent the same does not cause a greater than proportionate increase in Seller's Working Interest therein above that shown in Exhibit B, (b) to decrease the Working Interest of Seller in any Well below that shown in Exhibit B, to the extent the same causes a decrease in Seller's Working Interest that is proportionately greater than the decrease in Seller's Net Revenue Interest therein below that shown in Exhibit B, or (c) to increase the Net Acres for a Lease as to the applicable Target Formation to an amount greater than the Net Acres for such Lease in Exhibit A (each, a "Title Benefit"), then Seller shall, from time to time and without limitation, have the right, but not the obligation, to give Buyer written notice of any such Title Benefits (a "Title Benefit Notice"), as soon as practicable but not later than 5:00 p.m. Central Time on the Defect Notice Date, stating with reasonable specificity the Assets affected (the "Title Benefit Properties"), the particular Title Benefit claimed, and Seller's good faith estimate of the amount the additional interest increases the value of the affected Assets over and above that Asset's Allocated Value (the "Title Benefit Value"). Buyer shall also promptly furnish Seller with written notice of any Title Benefit (including a description of such Title Benefit and the Assets affected thereby with reasonable specificity which is discovered by any of Buyer or any of its Affiliates' Representatives, employees, title attorneys, landmen, or other title examiners. The Title Benefit Value of any Title Benefit shall be determined by the following methodology, terms and conditions (without duplication): (i) if the Parties agree on the Title Benefit Value, then that amount shall be the Title Benefit Value; (ii) if the Title Benefit represents a discrepancy between (A) Seller's Net Revenue Interest for any Well and (B) the Net Revenue Interest set forth for such Title Benefit Property in Exhibit B, then the Title Benefit Value shall be the product of the Allocated Value of such Title Benefit Property *multiplied* by a fraction, the numerator of which is the Net Revenue Interest increase and the denominator of which is the Net Revenue Interest set forth for such Title Benefit Property in Exhibit B; (iii) if the Title Benefit represents a discrepancy between (A) Seller's Net Revenue Interest for any Lease and (B) the Net Revenue Interest set forth for such Title Benefit Property in Exhibit A, then the Title Benefit Value shall be the product of the Allocated Value of such Title Benefit Property *multiplied* by a fraction, the numerator of which is the Net Revenue Interest increase and the denominator of which is the Net Revenue Interest set forth for such Title Benefit Property in Exhibit A; (iv) if the Title Benefit represents a decrease of (A) Seller's Working Interest for any Title Benefit Property below (B) the Working Interest set forth for such Title Benefit Property in Exhibit B, then the Title Benefit Value shall be the product of the Allocated Value of such Title Benefit Property, *multiplied* by a fraction, the numerator of which is the Working Interest decrease and the denominator of which is the Working Interest set forth for such Title Benefit Property in Exhibit B; (v) if the Title Benefit represents an increase in Net Acres of a Lease set forth in Exhibit A, then the Title Benefit Amount shall be determined by multiplying the Net Acre increase with respect to such Lease by the per-Net Acre Allocated Value; and (vi) if the Title Benefit is of a type not described above, then the Title Benefit Value shall be determined by taking into account the Allocated Value of the Title Benefit Property, the portion of such Title Benefit Property affected by such Title Benefit, the legal effect of the Title Benefit, the potential economic effect of the Title Benefit over the life of such Title Benefit Property, the values placed upon the Title Benefit by Buyer and Seller and such other reasonable factors as are necessary to make a proper evaluation.

Seller and Buyer shall attempt to agree on the existence and Title Benefit Value for all Title Benefits on before the end of the Title Defect Cure Period. If Buyer agrees with the existence of the Title Benefit and Seller's good faith estimate of the Title Benefit Value, then the Aggregate Title Defect Value shall be offset by the amount of the Title Benefit Value. If the Parties cannot

reach agreement by the end of the Title Defect Cure Period, then, within ninety (90) days after the Closing, the Title Benefit or the Title Benefit Value in dispute shall be submitted to arbitration in accordance with the procedures set forth in Section 11.15. Notwithstanding the foregoing, the Parties agree and acknowledge that there shall be no upward adjustment to the Purchase Price for any Title Benefit. If a contested Title Benefit cannot be resolved prior to the Closing, Seller shall convey the affected Asset to Buyer and Buyer shall pay for the Asset at the Closing in accordance with this Agreement as though there were no Title Benefits; *provided*, *however*, if the Title Benefit contest results in a determination that a Title Benefit exists, then the Aggregate Title Defect Value shall be adjusted downward by the Title Benefit Value as determined in such contest (which adjustment shall be made on the Final Settlement Statement).

11.09 **Buyer's Environmental Assessment.** Beginning on the Execution Date and ending at 5:00 p.m. Central Time on the Defect Notice Date, Buyer shall have the right, at its sole cost, risk, liability, and expense, to conduct a Phase I Environmental Site Assessment of the Assets. During Seller's regular hours of business and after providing Seller with written notice of any such activities no less than two (2) Business Days in advance (which written notice shall include the written permission of the operator (if other than Seller) and any applicable Third Party operator or other Third Party whose permission is legally required, which Seller shall reasonably cooperate with Buyer in securing), Buyer and its representatives shall be permitted to enter upon the Assets, inspect the same, review all of Seller's files and records (other than those for which Seller has an attorney-client privilege) relating to the Assets, and generally conduct visual, non-invasive tests, examinations, and investigations. No sampling or other invasive inspections of the Assets may be conducted prior to Closing without Seller's prior written consent. Buyer's access shall be in accordance with, and subject to the limitations in, Section 5.01. Notwithstanding anything in this Agreement to the contrary, if (a) Buyer is not granted access to any Asset to conduct its Phase I Environmental Site Assessment of the Assets or (b) Buyer determines in good faith that (based on the results of its Phase I Environmental Site Assessment) sampling or testing of environmental media or operation of equipment is recommended on an Asset and Buyer is not granted permission and access to conduct such activities, then Buyer may elect to exclude such Asset, together with all associated Assets, and reduce the Purchase Price by the Allocated Value of such Assets (which will become Retained Assets).

11.10 **Environmental Defect Notice.** Buyer shall notify Seller in writing of any Environmental Defect (an "Environmental Defect Notice") promptly after the discovery thereof, but in no event later than 5:00 p.m. Central Time on the Defect Notice Date. To be effective, an Environmental Defect Notice shall include: (i) the Lease(s) or Well(s) affected; (ii) a reasonably detailed description of the alleged Environmental Defect and the basis for such assertion under the terms of this Agreement; (iii) Buyer's good faith estimate of the Environmental Defect Value with respect to such Environmental Defect; and (iv) appropriate documentation reasonably necessary for Seller to substantiate Buyer's claim and calculation of the Environmental Defect Value. Notwithstanding anything herein to the contrary, subject to Section 11.13, Buyer forever waives Environmental Defects not asserted by an Environmental Defect Notice meeting substantially all of the requirements set forth in the preceding sentence no later than 5:00 p.m. Central Time on the Defect Notice Date.

11.11 **Seller's Exclusion, Cure or Contest of Environmental Defects.** Seller, in its sole discretion, (x) may elect to exclude at Closing any Asset (which will become a Retained Asset) affected by an asserted Environmental Defect if the Environmental Defect Value with respect to such Environmental Defect equals or exceeds the Allocated Value of the affected Asset(s) and reduce the Purchase Price by the Allocated Value(s) thereof, (y) may contest any asserted Environmental Defect or Buyer's good faith estimate of the Environmental Defect Value as described in Section 11.11(b) and/or (z) may seek to remediate or cure any asserted Environmental Defect to the extent of the Lowest Cost Response as described in Section 11.11(a); *provided*, if the Environmental Defect Value agreed upon by the Parties or finally determined in accordance with Section 11.15 for any Asset(s) is equal to or exceeds the Allocated Value of the affected Asset(s), then Buyer may elect to exclude such affected Assets, together with all associated Assets, and reduce the Purchase Price by the Allocated Value of such Assets (which will become Retained Assets)(*provided* that if such agreement or final determination has not occurred by the Closing, then (1) such affected Asset(s) shall be excluded from Closing and the Purchase Price shall be reduced by the Allocated Value of such Asset(s), and (2) unless after such final agreement or final determination, Buyer is entitled to and elects to exclude such Asset(s) from the transactions contemplated by this Agreement in accordance with this Section 11.11, the Parties shall close on such Asset(s) on the terms contemplated in the Agreement promptly after such final agreement or final determination.

(a) Seller shall have the right to remediate or cure an Environmental Defect to the extent of the Lowest Cost Response on or before the Closing Date by giving written notice to Buyer to that effect prior to the Closing Date. If Seller elects to pursue remediation or cure as set forth in this clause (a), Seller shall implement such remediation or cure in a manner that is in compliance with all applicable Legal Requirements in a prompt and timely fashion for the type of remediation or cure. If Seller elects to pursue remediation or cure and:

(i) completes a Complete Remediation of an Environmental Defect prior to the Closing Date, the affected Lease(s) or Well(s) shall be included in the Assets conveyed at Closing, and no Purchase Price adjustment will be made for such Environmental Defect;

(ii) does not complete a Complete Remediation prior to the Closing Date, unless Seller or Buyer elects to exclude such Asset(s) in accordance with this Section 11.11, then Seller shall convey the affected Asset(s) to Buyer and the Purchase Price shall be reduced by the Environmental Defect Value of the affected Asset(s).

(b) Seller and Buyer shall attempt to agree on the existence and Environmental Defect Value of all Environmental Defects. Representatives of the Parties, knowledgeable in environmental matters, shall meet for this purpose. However, prior to the date which is ninety (90) days after the Closing, either Party may elect to submit any disputed item to arbitration in accordance with the procedures set forth in Section 11.15. If a contested Environmental Defect cannot be resolved prior to the Closing, subject to the terms of this Section 11.11 the affected Lease(s) or Well(s) (together with any other Assets appurtenant thereto) shall be included with the Assets conveyed to Buyer at Closing and the Purchase Price shall be reduced by the estimated Environmental Defect Value set forth in the Environmental Defect Notice for such contested Environmental Defect, and the final determination of the Environmental Defect and/or Environmental Defect Value shall be resolved pursuance to Section 11.15.

11.12 **Limitations.** Notwithstanding the provisions of Sections 11.10 and 11.11, no adjustment to the Purchase Price for Environmental Defect Values shall be made unless and until the sum of (x) the aggregate value of all Environmental Defect Values (the "Aggregate Environmental Defect Value") *plus* (y) the Aggregate Title Defect Value (after taking into account any offsetting Title Benefit Values) exceeds the Aggregate Defect Deductible. If the Environmental Defect Value with respect to any single Environmental Defect is less than the De Minimis Environmental Defect Cost, such cost shall not be considered in calculating the Aggregate Environmental Defect Value.

11.13 **Exclusive Remedies.** The rights and remedies granted to Buyer in this Agreement are the exclusive rights and remedies against Seller related to any Environmental Condition, or Damages related thereto. **EXCEPT AS SET FORTH IN THIS AGREEMENT AND EXCEPT FOR BUYER'S RIGHTS IN THE EVENT OF FRAUD, BUYER EXPRESSLY WAIVES, AND RELEASES SELLER GROUP FROM, ANY AND ALL OTHER RIGHTS AND REMEDIES IT MAY HAVE UNDER ENVIRONMENTAL LAWS AGAINST SELLER REGARDING ENVIRONMENTAL CONDITIONS, WHETHER FOR CONTRIBUTION, INDEMNITY, OR OTHERWISE.** The foregoing is a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

11.14 **Casualty Loss and Condemnation.** If, after the Execution Date but prior to Closing Date, any portion of the Assets is destroyed or damaged by fire or other casualty or is expropriated or taken in condemnation or under right of eminent domain (a "Casualty Loss"), subject to Section 7.07 and Section 8.07, this Agreement shall remain in full force and effect, and Buyer shall nevertheless be required to close the Contemplated Transactions. In the event that the amount of the costs and expenses associated with repairing or restoring the Assets affected by such Casualty Loss exceeds Five Hundred Thousand Dollars ($500,000) net to Seller's interest, (a) Seller must elect by written notice to Buyer prior to Closing either to (x) cause the Assets affected by such Casualty Loss to be repaired or restored, at Seller's sole cost prior to the Closing Date, or (y) reduce the Purchase Price by the amount of the Casualty Loss and (b) Seller shall retain all rights to insurance and other claims against Third Parties with respect to the applicable Casualty Loss except to the extent the Parties otherwise agree in writing. With respect to all other Casualty Losses, Seller shall assign and subrogate to Buyer all rights to insurance and other claims with respect to such Casualty Losses.

11.15 **Expert Proceedings.**

(a) Each matter referred to this Section 11.15 (a "Disputed Matter") shall be conducted in accordance with the Commercial Arbitration Rules of the AAA as supplemented to the extent necessary to determine any procedural appeal questions by the Federal Arbitration Act (Title 9 of the United States Code), but only to the extent that such rules do not conflict with the terms of this Section 11.15. Any notice from one Party to the other referring a dispute to this Section 11.15 shall be referred to herein as an "Expert Proceeding Notice".

(b) The arbitration shall be held before a single arbitrator (the "Expert"), mutually agreed by the Parties. The Expert must (a) be a neutral party who has never been an officer, director or employee of or performed material work for a Party or any Party's Affiliate within the preceding five (5)-year period and (b) agree in writing to keep strictly confidential the

specifics and existence of the dispute as well as all proprietary records of the Parties reviewed by the Expert in the process of resolving such dispute. The Expert must have not less than fifteen (15) years' experience as a lawyer in the State of Wyoming with experience in exploration and production issues. If disputes exist with respect to both title and environmental matters, the Parties may mutually agree to conduct separate arbitration proceedings with the title disputes and environmental disputes being submitted to separate Experts. If, within five (5) Business Days after delivery of an Expert Proceeding Notice, the Parties cannot mutually agree on an Expert, then within seven (7) Business Days after delivery of such Expert Proceeding Notice, each Party shall provide the other with a list of three (3) acceptable, qualified experts, and within ten (10) Business Days after delivery of such Expert Proceeding Notice, the Parties shall each separately rank from one through six in order of preference each proposed expert on the combined lists, with a rank of one being the most preferred expert and the rank of six being the least preferred expert, and provide their respective rankings to the Dallas office of the AAA. Based on those rankings, the AAA will appoint the expert with the combined lowest numerical ranking to serve as the Expert for the Disputed Matters. If the rankings result in a tie or the AAA is otherwise unable to determine an Expert using the Parties' rankings, the AAA will appoint an arbitrator from one of the Parties' lists as soon as practicable upon receiving the Parties' rankings. Each Party will be responsible for paying one-half (1/2) of the fees charged by the AAA for the services provided in connection with this Section 11.15(b).

(c) Within five (5) Business Days following the receipt by either Party of the Expert Proceeding Notice, the Parties will exchange their written description of the proposed resolution of the Disputed Matters. Provided that no resolution has been reached, within five (5) Business Days following the selection of the Expert, the Parties shall submit to the Expert the following: (i) this Agreement, with specific reference to this Section 11.15 and the other applicable provisions of this Article 11, (ii) Buyer's written description of the proposed resolution of the Disputed Matters, together with any relevant supporting materials, (iii) Seller's written description of the proposed resolution of the Disputed Matters, together with any relevant supporting materials, and (iv) the Expert Proceeding Notice.

(d) The Expert shall make its determination by written decision within fifteen (15) days following receipt of the materials described in Section 11.15(c) above (the "Expert Decision"). The Expert Decision with respect to the Disputed Matters shall be limited to the selection of the single proposal for the resolution of the aggregate Disputed Matters proposed by a Party that best reflects the terms and provisions of this Agreement, *i.e.*, the Expert must select either Buyer's proposal or Seller's proposal for resolution of the aggregate Disputed Matters.

(e) The Expert Decision shall be final and binding upon the Parties, without right of appeal, absent manifest error. In making its determination, the Expert shall be bound by the rules set forth in this Article 11. The Expert may consult with and engage disinterested Third Parties to advise the Expert, but shall disclose to the Parties the identities of such consultants. Any such consultant shall not have worked as an employee or consultant for either Party or its Affiliates during the five (5)-year period preceding the arbitration nor have any financial interest in the dispute.

(f) The Expert shall act as an expert for the limited purpose of determining the specific matters submitted for resolution herein and shall not be empowered to award damages, interest, or penalties to either Party with respect to any matter. Each Party shall bear its own legal fees and other costs of preparing and presenting its case. All costs and expenses of the Expert shall be borne by the non-prevailing Party in any such arbitration proceeding.

ARTICLE 12
EMPLOYMENT MATTERS

12.01 **Seller Benefit Plans**. Effective as of his or her Employee Start Date, each Continuing Employee shall cease to accrue further benefits and shall cease to be an active participant under the Seller Benefit Plans. Buyer shall not assume any of the Seller Benefit Plans. From and after each Continuing Employee's Employee Start Date, Seller and its ERISA Affiliates shall retain and shall be solely responsible for all obligations and liabilities under the Seller Benefit Plans, and neither Buyer nor its Affiliates shall have any obligation, liability or responsibility from and after such Continuing Employee's Employee Start Date to or under the Seller Benefit Plans, whether such obligation, liability or responsibility arose before, on or after such Continuing Employee's Employee Start Date.

12.02 **Pre-Employee Start Date Claims under Seller Benefit Plans and Accrued Vacation Balances**.

(a) To the extent that an Available Employee was a participant in a Seller Benefit Plan, the Seller Benefit Plans shall be responsible for providing welfare benefits (including medical, hospital, dental, accidental death and dismemberment, life, disability and other similar benefits) to any participating Available Employees for all claims incurred prior to his or her Employee Start Date under and subject to the terms and conditions of such plans. For purposes of this Section 12.02, a claim is incurred with respect to (i) accidental death and dismemberment, disability, life and other similar benefits when the event giving rise to such claim occurred and (ii) medical, hospital, dental and other similar benefits when the services with respect to such claim are rendered; *provided*, that all services related to a continuous period of hospitalization shall be deemed to be rendered upon the commencement of such period.

(b) Seller shall pay each Continuing Employee's accrued and unused vacation balance (the "Accrued Vacation Balances"), in each case, to the extent such Accrued Vacation Balance existed immediately prior to such Continuing Employee's Employee Start Date, in accordance with applicable Legal Requirements.

12.03 **Available Employees' Offers and Post-Employee Start Date Employment and Benefits**.

(a) Following the Execution Date, Seller shall provide Buyer reasonable access to the Available Employees.

(b) Within two (2) Business Days of the Execution Date, Seller will provide Buyer with a list that sets forth the name of each Available Employee, and for each such individual, his or her name, job title, annualized salary or hourly wage, bonus eligibility/target, long-term incentive eligibility/target, vacation eligibility, hire date/start date, leave status (including expected duration of any leave), details of any visa, and any vehicle described on Exhibit A-4 assigned to the Available Employee by the Seller (the "Available Employee List"), which Available Employee List shall (i) be consistent with the employee schedules provided to Buyer prior to the Execution Date and (ii) not include more than 47 individuals.

(c) Beginning seven (7) Business Days following the Execution Date, Buyer or its Affiliate may make written offers of employment to each of the Available Employees to whom Buyer or its Affiliate elects to make an offer of employment, with such offers providing for an Employee Start Date of the Closing Date. Each offer of employment shall provide the applicable Available Employee at least five (5) Business Days to either accept or reject such offer. No later than the date that is three (3) Business Days prior to the anticipated Closing Date, Buyer shall notify Seller as to each Available Employee who has accepted an offer from Buyer or any of its Affiliates, which acceptance shall be conditioned upon the occurrence of the Closing and effective as of the Employee Start Date and may be conditioned on other typical hiring policies, and each Available Employee who has rejected Buyer's or its Affiliate's offer of employment. Buyer shall indemnify and hold harmless Seller and its Affiliates with respect to all claims and Liabilities alleging a violation of Law by Buyer or its Affiliates relating to or arising out of Buyer's or its Affiliates' employee selection and employment offer process described in this Section 12.03 (including any claim of discrimination or other illegality in such selection and offer process).

(d) Each Available Employee who is actively at work as of the Closing Date or is on a previously scheduled and approved (by Seller or its Affiliates) short-term disability, long-term disability, workers' compensation or other approved leave of absence and accepts an offer of employment from Buyer or its Affiliate and, in each instance, commences employment with Buyer or its Affiliate is referred to as a "Continuing Employee." The date that a Continuing Employee begins employment with Buyer or its Affiliate is referred to as his or her "Employee Start Date." During the twelve (12) month period immediately following the Closing Date that a Continuing Employee is employed by Buyer or its Affiliate, such Continuing Employee will be provided, (i) base salary or hourly wage rate at least equal to the base salary or hourly wage rate provided to the Available Employee as of the Execution Date; and (ii) cash severance benefit opportunities for each Continuing Employee who is terminated without cause or resigns after being subject to a reduction in base salary or hourly wage rate or relocation of more than fifty (50) miles as provided in (and subject to release of claim requirements in favor of Buyer and its Affiliates comparable to those within) the Severance Plan; *provided* that nothing in the foregoing shall affect the right of Buyer or its Affiliates to terminate the employment of a Continuing Employee for any reason or at any time. Seller retains the right to terminate the employment of a Continuing Employee for any reason or at any time prior to the Employee Start Date. On or before the Employee Start Date of each Continuing Employee, Seller shall take all necessary action to fully vest as of such date such Continuing Employee's account balances and other benefits under all Seller Benefit Plans, if any, that (x) are employee pension benefit plans (as such term is defined in Section 3(2) of ERISA) or (y) provide equity-based awards.

(e) Buyer or its Affiliate shall use commercially reasonable efforts to (i) cause each Continuing Employee and his or her eligible dependents (including all such employee's dependents covered immediately prior to the Employee Start Date by a group health plan maintained by Seller or its Affiliates) to be eligible to be covered under a group health plan maintained by Buyer or its Affiliate that provides medical and dental benefits coverage to such

Continuing Employee and such eligible dependents effective as of the first day of the calendar month following such Continuing Employee's Employee Start Date (unless such Continuing Employee's Employee Start Date is the first day of a calendar month, in which case, such coverage shall be effective immediately as of such Continuing Employee's Employee Start Date) and (ii) credit such Continuing Employee, for the year during which such coverage under such group health plan begins, for any deductibles incurred during such year under a group health plan maintained by Seller or its Affiliates.

(f) Buyer or its Affiliate shall recognize full service credit for all purposes (other than (i) to the extent that such credit would result in duplication of benefits with respect to the same period of service, (ii) credit for any equity or incentive compensation plan or arrangement maintained by Buyer or its Affiliates, (iii) for benefit accrual purposes under any defined benefit pension or retiree welfare plan) under all vacation, employee benefit plans, policies and arrangements made available to Continuing Employees by Buyer or any of its Affiliates on or after his or her Employee Start Date to the same extent such Continuing Employee's service was recognized under the corresponding type of benefit plans in which such Continuing Employee participated immediately prior to his or her Employee Start Date, including the severance benefit determinations as set forth in the Severance Plan.

12.04 **Savings Plans**. Effective as of the Employee Start Date, Buyer shall establish or maintain a defined contribution pension plan (or plans) and trust (or trusts) intended to qualify under Sections 401(a) and 501(a) of the Code in which all Continuing Employees shall be eligible to participate (the "Buyer Savings Plan") as of the Employee Start Date, subject to the minimum age and service requirements of such plan. Buyer shall cause the Buyer Savings Plan to accept the direct rollover of electing Continuing Employees' benefits in cash and, if applicable, promissory notes from any tax-qualified defined contribution plans maintained by any Seller Party or their respective Affiliates (each, a "Seller Savings Plan").

12.05 **Post-Employee Start Date Employment Claims**. Buyer shall indemnify, defend and hold Seller and its Affiliates harmless from and against any and all liability of any kind or nature involving or related to the employment of each Continuing Employee by Buyer or its Affiliate after his or her Employee Start Date, including any liability related to any employee benefit plan sponsored or maintained by Buyer or its ERISA Affiliates after the Employee Start Date. Seller shall indemnify, defend and hold Buyer and its Affiliates harmless from and against any and all liability of any kind or nature or related to (a) the employment of any Available Employee who does not become a Continuing Employee, including any liability related to any Seller Benefit Plan and (b) the employment of the Continuing Employees by Seller or its Affiliate before his or her Employee Start Date, including any liability related to any employee benefit plan sponsored or maintained by any Seller Party or any of their respective ERISA Affiliates before the Employee Start Date.

12.06 **Buyer Welfare Plans**. Buyer shall use commercially reasonable efforts to cause the waiver of all limitations as to pre-existing conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to the Continuing Employees. Buyer shall provide continuation health care coverage to Continuing Employees and their qualified beneficiaries who incur a qualifying event under any employee welfare benefit plan maintained by Buyer or its Affiliates, in accordance with the continuation health care coverage requirements of Section 4980B of the Code and Title I, Subtitle B, Part 6 of ERISA ("COBRA") or any similar provisions of state Legal Requirement, on or after the Employee Start Date.

12.07 **WARN Act**. From the date of this Agreement until the final Employee Start Date, Seller shall not and shall cause its Affiliates not to, terminate the employment of any Available Employees such that a "plant closing" or "mass layoff" (as those terms are defined in the WARN Act or any similar state Legal Requirement) occurs prior to the final Employee Start Date without complying with the WARN Act. Buyer agrees to provide any notice to each Continuing Employee required under the WARN Act or any similar state Legal Requirement with respect to any "plant closing" or "mass layoff" affecting such Continuing Employee that may occur on or after his or her Employee Start Date.

12.08 **No Third Party Beneficiary Rights**. Nothing herein, expressed or implied, shall confer upon any Available Employees (or any of their beneficiaries or alternate payees) any rights or remedies (including any right to employment or continued employment, or any right to compensation or benefits for any period) of any nature or kind whatsoever, under or by reason of this Agreement or otherwise. In addition, the provisions of this Article 12, are for the sole benefit of the Parties and are not for the benefit of any Third Party. Nothing in this Article 12, express or implied, shall be (a) deemed an amendment of any Seller Benefit Plan providing benefits to any Available Employee, or (b) construed to prevent Buyer or its Affiliates from terminating or modifying to any extent or in any respect any employee benefit plan that Buyer or its Affiliates may establish or maintain.

12.09 **Severance Obligation**. If any Available Employee is entitled to severance benefits under the Seller's Severance Plan as a result of a Qualifying Termination caused by the failure of Buyer or its Affiliate to give an offer of employment to such Available Employee or the failure of Buyer to give an offer of employment to the Available Employee that would avoid a Qualifying Termination, Buyer will reimburse Seller for fifty percent (50%) of the amount of severance benefits paid to such Available Employee pursuant to Seller's Severance Plan, which payment shall be made within thirty (30) days following Buyer's receipt of a written invoice from Seller detailing the applicable severance benefits paid, which invoice (or invoices) shall be provided by Seller to Buyer within fifteen (15) days after the date that Seller or its Affiliate has paid to the applicable Available Employee(s) the severance benefits that are subject to the reimbursement described in this Section 12.09. Notwithstanding the foregoing, Buyer will be obligated to provide such reimbursement only if an Available Employee's Qualifying Termination occurs within thirty (30) days of the Closing Date.

ARTICLE 13
GENERAL PROVISIONS

13.01 **Records.** Seller, at Buyer's cost and expense, shall deliver (a) all electronic Records to Buyer as soon as practical on or following the Closing Date (and shall use commercially reasonable efforts to deliver such electronic Records no later than three (3) Business Days following the Closing Date) and (b) originals (or copies where no original exists) of all other Records to Buyer (FOB Seller's office) within thirty days after the Closing; *provided* that Seller is entitled to retain the original Records related to accounting and Asset Taxes prior to the Effective Time and may provide Buyer with a copy in lieu of the original Record. With respect to any other

original Records delivered to Buyer, subject to Section 13.13, (a) Seller shall be entitled to retain copies of such Records, and (b) Buyer shall retain any such original Records for at least seven (7) years beyond the Closing Date, during which seven (7)-year period Seller shall be entitled to obtain access to such Records, at reasonable business hours and upon prior notice to Buyer, so that Seller may make copies of such original Records, at its own expense, as may be reasonable or necessary for Tax purposes or in connection with any Proceeding or Threatened Proceeding against Seller.

13.02 **Expenses and Taxes.**

(a) Expenses. Except as otherwise expressly provided in this Agreement, each Party to this Agreement shall bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants. However, the prevailing Party in any Proceeding brought under or to enforce this Agreement, excluding any expert proceeding pursuant to Section 11.15 or Section 2.05(d), shall be entitled to recover court costs and arbitration costs, as applicable, and reasonable attorneys' fees from the non-prevailing Party or Parties, in addition to any other relief to which such Party is entitled.

(b) Transfer Taxes and Fees.

(i) The Parties acknowledge and agree that no Transfer Taxes will become due as a result of, or in connection with, the transfer of the Assets pursuant to this Agreement, and neither Party shall take any position inconsistent therewith unless required to do so by any applicable Legal Requirement; *provided*, *however*, that if any Transfer Taxes are asserted by any taxing authority in connection with the transfer of the Assets pursuant to this Agreement, (A) Buyer shall, at Seller's expense, cooperate with Seller in any Proceedings related to such Transfer Taxes and (B) to the extent any such Transfer Taxes are determined to be due, Seller shall pay to the appropriate taxing authority, or promptly reimburse Buyer for, any such Transfer Taxes.

(ii) Notwithstanding anything to the contrary in the preceding clause (i), any and all required documentary, filing and recording fees and expenses in connection with the filing and recording of the assignments, conveyances or other Instruments of Conveyance required to convey title to the Assets to Buyer shall be borne by Buyer.

(c) Asset Taxes.

(i) Seller shall be allocated and bear all Asset Taxes attributable to (A) any Tax period ending prior to the Effective Time, and (B) the portion of any Straddle Period ending immediately prior to the Effective Time. Buyer shall be allocated and bear all Asset Taxes attributable to (x) any Tax period beginning on or after the Effective Time, and (y) the portion of any Straddle Period beginning on the Effective Time.

(ii) For purposes of determining the allocations described in Section 13.02(c)(i), (A) Asset Taxes that are attributable to the severance or production of Hydrocarbons (other than such Asset Taxes described in clause (C), below) shall be allocated to the period in which the severance or production giving rise to such Asset Taxes occurred, (B) Asset Taxes that are based upon or related to sales or receipts or imposed on a transactional basis (other than such Asset Taxes described in clause (A) or (C)), shall be allocated to the period in which the transaction giving rise to such Asset Taxes occurred, and (C) Asset Taxes that are ad valorem, property or other Asset Taxes imposed on a periodic basis pertaining to a Straddle Period shall be allocated between the portion of such Straddle Period ending immediately prior to the Effective Time and the portion of such Straddle Period beginning on the Effective Time by prorating each such Asset Tax based on the number of days in the applicable Straddle Period that occur before the Effective Time, on the one hand, and the number of days in such Straddle Period that occur on or after the Effective Time, on the other hand. Notwithstanding anything in this Section 13.02(c)(ii) to the contrary, Gross Products Taxes shall be deemed attributable to the period during which the production giving rise to the Gross Products Taxes occurs, and liability therefor apportioned between the Parties in accordance with the production attributable to their relative ownership prior to or on and after the Effective Time, as applicable. For the avoidance of doubt, (x) Gross Products Taxes based on the value of production of Hydrocarbons that occurs prior to the Effective Time, shall be allocated entirely to Seller and (y) Gross Products Taxes based on the value of production of Hydrocarbons that occurs on and after the Effective Time ("2017 Gross Products Taxes") shall be allocated entirely to Buyer.

(iii) To the extent the actual amount of an Asset Tax is not known at the time an adjustment is to be made with respect to such Asset Tax pursuant to Section 2.03, Section 2.05(c) or Section 2.05(d), as applicable, the Parties shall utilize the most recent information available in estimating the amount of such Asset Tax for purposes of such adjustment. To the extent the actual amount of an Asset Tax (or the amount thereof paid or economically borne by a Party) is ultimately determined to be different than the amount (if any) that was taken into account in the Final Settlement Statement as finally determined pursuant to Section 2.05(d), timely payments will be made from one Party to the other to the extent necessary to cause each Party to bear the amount of such Asset Tax that is allocable to such Party under this Section 13.02(c).

(d) Tax Returns and Payments. Except as required by applicable Legal Requirements or as otherwise provided in the Transition Services Agreement:

(i) Seller shall be responsible for timely paying, or withholding and remitting, as applicable, (A) all Asset Taxes that are based on production of Hydrocarbons occurring on or prior to the Closing Date (including, for the avoidance of doubt, all Gross Products Taxes attributable to production that occurs prior to the Closing Date), (B) all Asset Taxes (other than the Asset Taxes described in clause (A)) that are ad valorem or property Taxes imposed on a periodic basis relating to any Tax period that ends before the Closing Date, and (C) all other Asset Taxes required to be paid on or prior to the Closing Date, and Seller shall file with the appropriate Governmental Body any and all Tax Returns required to be filed prior to the Closing Date. Seller shall provide Buyer with evidence reasonably satisfactory to Buyer of the payment of all Asset Taxes described in this Section 13.02(d)(i)within ten (10) Business Days after Seller's payment thereof.

(ii) Buyer shall be responsible for timely paying, or withholding and remitting, as applicable, all Asset Taxes other than those required to be remitted by Seller in accordance with Section 13.02(d)(i)), and Buyer shall file with the appropriate Governmental Body any and all Tax Returns required to be filed with respect to Asset Taxes other than those required to be filed by Seller in accordance with Section 13.02(d)(i).

(iii) The Parties agree that (x) this Section 13.02(d) is intended to solely address the timing and manner in which certain Tax Returns relating to Asset Taxes are filed and the Asset Taxes shown thereon are paid to the applicable taxing authority, and (y) nothing in this Section 13.02(d) shall be interpreted as altering the manner in which Asset Taxes are allocated to and economically borne by the Parties.

(e) Cooperation. Buyer and Seller agree to furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Assets, including access to books and records, as is reasonably necessary for the filing of all Tax Returns by Buyer or Seller, the making of any election relating to Taxes, the preparation for any audit by any taxing authority and the prosecution or defense of any claim, suit or proceeding relating to any Tax. The Parties agree to retain all books and records with respect to Tax matters pertinent to the Assets relating to any Tax period beginning before the Closing Date until sixty (60) days after the expiration of the statute of limitations of the respective Tax periods (taking into account any extensions thereof) and to abide by all record retention agreements entered into with any taxing authority

(f) Refunds. Seller shall be entitled to any and all refunds of Asset Taxes allocated to Seller pursuant to Section 13.02(c), and Buyer shall be entitled to any and all refunds of Asset Taxes allocated to Buyer pursuant to Section 13.02(c). If a Party receives a refund of Asset Taxes to which the other Party is entitled pursuant to this Section 13.02(f), the first Party shall promptly pay such amount to the other Party, net of any reasonable costs or expenses incurred by the first Party in procuring such refund.

13.03 **Notices.** All notices, consents, waivers, and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by fax (with written confirmation of receipt), (c) sent by electronic mail with receipt acknowledged, with the receiving Party affirmatively obligated to promptly acknowledge receipt, or (d) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate recipients, addresses, and fax numbers set forth below (or to such other recipients, addresses, or fax numbers as a Party may from time to time designate by notice to the other Party):

NOTICES TO BUYER:

1800 Bering Drive, Suite 540
Houston, TX 77057
Attention: John P. Atwood
Chris Beato
Email: j.atwood@exaroenergy.com
c.beato@exaroenergy.com

With a copy (which shall not constitute notice) to:

Sidley Austin LLP
1000 Louisiana Street, Suite 6000
Houston, TX 77002
Attention: Joe F. Flack, III
Email: jflack@sidley.com

NOTICES TO SELLER:

c/o Linn Energy Holdings, LLC
600 Travis Street, Suite 5100
Houston, Texas 77002
Attention: Candice J. Wells, General Counsel
E-mail: CWells@linnenergy.com

With a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
609 Main Street, 45th Floor
Houston, TX 77002
Attention: Anthony Speier, P.C.
Rahul Vashi

Email: anthony.speier@kirkland.com
rahul.vashi@kirkland.com

13.04 **Governing Law; Jurisdiction; Service of Process; Jury Waiver.**

(a) **THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RIGHTS, DUTIES AND THE LEGAL RELATIONS AMONG THE PARTIES HERETO AND THERETO SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION; *PROVIDED, HOWEVER*, THAT ANY MATTER RELATED TO REAL PROPERTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WYOMING. WITHOUT LIMITING THE PARTIES' AGREEMENT TO ARBITRATE IN SECTION 11.15 OR THE DISPUTE RESOLUTION PROCEDURE PROVIDED IN SECTION 2.05(d) WITH RESPECT TO DISPUTES ARISING THEREUNDER, THE PARTIES HERETO CONSENT TO THE EXERCISE OF JURISDICTION IN**

PERSONAM BY THE FEDERAL COURTS OF THE UNITED STATES LOCATED IN HOUSTON, TEXAS OR THE STATE COURTS LOCATED IN HOUSTON, TEXAS FOR ANY ACTION ARISING OUT OF THIS AGREEMENT, ANY TRANSACTION DOCUMENTS, OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS AGREEMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY SHALL BE EXCLUSIVELY LITIGATED IN SUCH COURTS DESCRIBED ABOVE HAVING SITES IN HOUSTON, TEXAS AND EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS SOLELY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. EACH PARTY HERETO VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, THAT A FINAL AND NONAPPEALABLE JUDGMENT AGAINST A PARTY IN ANY ACTION OR PROCEEDING CONTEMPLATED ABOVE SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION WITHIN OR OUTSIDE THE UNITED STATES BY SUIT ON THE JUDGMENT, A CERTIFIED OR EXEMPLIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND AMOUNT OF SUCH JUDGMENT. TO THE EXTENT THAT A PARTY OR ANY OF ITS AFFILIATES HAS ACQUIRED, OR HEREAFTER MAY ACQUIRE, ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, SUCH PARTY (ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES) HEREBY IRREVOCABLY (I) WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS WITH RESPECT TO THIS AGREEMENT AND (II) SUBMITS TO THE PERSONAL JURISDICTION OF ANY COURT DESCRIBED IN THIS SECTION 13.04.

(b) Notwithstanding anything herein to the contrary, each of the Parties agrees that it will not bring or support any action, cause of action, claim, cross-claim or third-Person claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against the Financing Sources in any way relating to this Agreement or the Contemplated Transaction, including any Proceeding arising out of or relating in any way to the Debt Financing or the performance thereof, in any forum other than the Supreme Court of the State of New York, County of New York, or, if under applicable Legal Requirements exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (and appellate courts thereof). Each of the Parties irrevocably agrees to waive trial by jury in any action, cause of action, claim, cross-claim or third-Person claim referred to in this paragraph.

13.05 **Further Assurances**. Each Party agrees (a) to furnish upon request to each other such further information, (b) to execute, acknowledge, and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

13.06 **Waiver.** The rights and remedies of the Parties are cumulative and not alternative. Neither the failure nor any delay by either Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable Legal Requirement, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party, (b) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (c) no notice to or demand on one Party shall be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

13.07 **Entire Agreement and Modification.** This Agreement supersedes all prior discussions, communications, and agreements (whether oral or written) between the Parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended or otherwise modified except by a written agreement executed by both Parties. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by either Party that is not embodied in this Agreement together with the documents, instruments, and writings that are delivered pursuant hereto, and neither Party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of any Schedule or Exhibit hereto, the terms and provisions of this Agreement shall govern, control, and prevail.

13.08 **Assignments, Successors, and No Third Party Rights.** Neither Party may assign any of its rights, liabilities, covenants, or obligations under this Agreement without the prior written consent of the other Party (which consent may be granted or denied at the sole discretion of the other Party); provided that Buyer (without the consent of Seller) may assign all or part of its rights under this Agreement (including its rights to receive the Assets) to one or more Affiliates (or to the Financing Sources for collateral purposes), and (a) any assignment (other than an assignment by Buyer to an Affiliate) made without such consent shall be void, and (b) in the event of such consent (or an assignment by Buyer to an Affiliate), such assignment nevertheless shall not relieve such assigning Party of any of its obligations under this Agreement without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement shall apply

to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement or any other agreement contemplated herein shall be construed to give any Person other than the Parties and their permitted assignees (and Buyer Group and Seller Group who are entitled to indemnification under Article 10), any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. Subject to the preceding sentence, this Agreement, any other agreement contemplated herein, and all provisions and conditions hereof and thereof, are for the sole and exclusive benefit of the Parties and such other agreements (and Buyer Group and Seller Group who are entitled to indemnification under Article 10), and their respective successors and permitted assigns. Notwithstanding the foregoing, the Financing Sources shall be deemed third-Person beneficiaries of Sections 9.02, Section 13.04(a), this Section 13.08, and 13.18 hereof, each of which shall be enforceable by each Financing Source and, to the extent enforced thereby, construed in accordance with, and governed by, the Laws of the State of New York without reference to the conflict of laws principles thereof, and none of which shall be amended or otherwise modified in any way that adversely affects the rights of any Financing Source without the prior written consent of the Financing Sources.

13.09 **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

13.10 **Article and Section Headings, Construction.** The headings of Sections, Articles, Exhibits, and Schedules in this Agreement are provided for convenience only and shall not affect its construction or interpretation. All references to "Section," "Article," "Exhibit," or "Schedule" refer to the corresponding Section, Article, Exhibit, or Schedule of this Agreement. Unless expressly provided to the contrary, the words "hereunder," "hereof," "herein," and words of similar import are references to this Agreement as a whole and not any particular Section, Article, Exhibit, Schedule, or other provision of this Agreement. Each definition of a defined term herein shall be equally applicable both to the singular and the plural forms of the term so defined. All words used in this Agreement shall be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms and (in its various forms) means including without limitation. If the date specified in this Agreement for giving any notice or taking any action is not a Business Day (or if the period during which any notice is required to be given or any action taken expires on a date which is not a Business Day), then the date for giving such notice or taking such action (or the expiration date of such period during which notice is required to be given or action taken) shall be the next day which is a Business Day. Each Party has had substantial input into the drafting and preparation of this Agreement and has had the opportunity to exercise business discretion in relation to the negotiation of the details of the Contemplated Transactions. This Agreement is the result of arm's-length negotiations from equal bargaining positions. This Agreement shall not be construed against either Party, and no consideration shall be given or presumption made on the basis of who drafted this Agreement or any particular provision hereof or who supplied the form of Agreement.

13.11 **Counterparts.** This Agreement may be executed and delivered (including by facsimile or e-mail transmission) in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

13.12 **Press Release.** No Party shall make any press release or other public announcement respecting this Agreement or the Contemplated Transactions prior to the time that is twenty-four (24) hours following the execution and delivery of this Agreement by the Parties. Subject to Section 13.13, if, prior to Closing, any Party wishes to make a press release or other public announcement respecting this Agreement or the Contemplated Transactions, such Party will provide the others with a draft of the press release or other public announcement for review at least twenty-four (24) hours prior to the time that such press release or other public announcement is to be made. The Parties will attempt in good faith to expeditiously reach agreement on such press release or other public announcement and the contents thereof; provided that failure to reach such agreement shall not prohibit a Party from making a press release or public announcement. Failure to provide comments back to the other Party within twenty-four (24) hours after receipt of the draft release or announcement will be deemed consent to the public disclosure of such press release or other public announcement and the content thereof. Seller and Buyer shall each be liable for the compliance of their respective Affiliates with the terms of this Section 13.12. Notwithstanding anything to the contrary in this Section 13.12, no Party shall issue a press release or other public announcement that includes the name of a non-releasing Party or its Affiliates without the prior written consent of such non-releasing Party (which consent may be withheld in such non-releasing Party's sole discretion).

13.13 **Confidentiality.** The Confidentiality Agreement shall terminate on the Closing Date and will thereafter be of no further force or effect. Each Party shall keep confidential, and cause its Affiliates and instruct its Representatives to keep confidential, all terms and provisions of this Agreement, except (a) as required by Legal Requirements or any standards or rules of any stock exchange to which such Party or any of its Affiliates is subject, (b) for information that is available to the public on the Closing Date, or thereafter becomes available to the public other than as a result of a breach of this Section 13.13, (c) to the extent required to be disclosed in connection with complying with or obtaining a waiver of any Preferential Purchase Right or Consent, (d) to any Affiliate or Representative, (e) in the case of Buyer, to any potential purchaser of (or joint venture partner with respect) to all or any portion of the Assets and any direct and/or indirect (current or potential) investor or lender, and (f) to the extent that such Party must disclose the same in any Proceeding brought or Threatened by or against it to enforce or defend its rights under this Agreement. This Section 13.13 shall not prevent either Party from recording the Instruments of Conveyance delivered at the Closing or from complying with any disclosure requirements of Governmental Bodies that are applicable to the transfer of the Assets. Additionally, from and after the Closing, Seller shall keep confidential and not use any of the Records other than for tax purposes or in connection with any Proceeding or Threatened Proceeding against Seller. The covenant set forth in this Section shall terminate two (2) years after the Closing Date.

13.14 **Name Change.** As promptly as practicable, but in any event within sixty (60) days after the Closing Date, Buyer shall eliminate, remove or paint over the use of the name "Linn" and variants thereof from the Assets, and, except with respect to such grace period for eliminating the existing usage, shall have no right to use any logos, trademarks, or trade names belonging to Seller or any of its Affiliates. Buyer shall be solely responsible for any direct or indirect costs or expenses resulting from the change in use of name and any resulting notification or approval requirements.

13.15 **Preparation of Agreement.** Both Seller and Buyer and their respective counsel participated in the preparation of this Agreement. In the event of any ambiguity in this Agreement, no presumption shall arise based on the identity of the draftsman of this Agreement.

13.03 **Appendices, Exhibits and Schedules.** All of the Appendices, Exhibits and Schedules referred to in this Agreement are hereby incorporated into this Agreement by reference and constitute a part of this Agreement. Each Party to this Agreement and its counsel has received a complete set of Appendices, Exhibits and Schedules prior to and as of the execution of this Agreement.

13.03 **Specific Performance.** Each Party hereby acknowledges and agrees that the rights of each Party to consummate the transactions contemplated hereby are special, unique and of extraordinary character and that, if Seller, or after Closing, Buyer, violates or fails or refuses to perform any covenant or agreement made by it herein, the non-breaching Parties may be without an adequate remedy at law. If Seller, or after Closing, Buyer violates or fails or refuses to perform any covenant or agreement made by such Party herein, the non-breaching Parties, subject to the terms hereof and in addition to any remedy at law for damages or other relief permitted under this Agreement, may (at any time prior to the valid termination of this Agreement pursuant to Article 9) institute and prosecute an action in any court of competent jurisdiction to enforce specific performance of such covenant or agreement or seek any other equitable relief, without the necessity of proving actual damages or posting of a bond. For clarity, Seller shall only have the right to seek specific performance of Buyer's covenants and agreements contained herein following the Closing.

13.03 **Non-Recourse**. This Agreement may only be enforced against, and any Damages based upon, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement may only be brought against, the entities that are expressly named as Parties hereto and then only with respect to the specific obligations set forth herein or therein with respect to such Party. For further clarity, no past, present or future director, manager, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or other representative (in each case, in their capacities as such) of any Party hereto or of any Affiliate of any Party hereto or any such past, present or future director, manager, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or other representative (in each case, in their capacities as such) (collectively, a "Party Affiliate"), or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any Party hereto or thereto under this Agreement or for any Damages based on, in respect of or by reason of the transactions contemplated hereby or thereby.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

SELLER:

Linn Energy Holdings, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

Linn Operating, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT

This First Amendment to Purchase and Sale Agreement (this "***First Amendment***") is made as of October 12, 2017, by and among Linn Energy Holdings, LLC, a Delaware limited liability company ("***LEH***"), Linn Operating, LLC, a Delaware limited liability company ("***LOI***", and together with LEH, "***Seller***") and Washakie Exaro Opportunities, LLC, a Delaware limited liability company ("***Buyer***"). Seller and Buyer are sometimes hereinafter referred to individually as a "***Party***" and collectively as the "***Parties***." Capitalized terms used but not defined in this First Amendment shall have the meanings given to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, Seller and Buyer are parties to that certain Purchase and Sale Agreement dated as of October 3, 2017 (as amended by this First Amendment, the "***Purchase Agreement***"); and

WHEREAS, the Parties desire to amend the Purchase Agreement and to memorialize certain mutual agreements relating to certain transactions contemplated by the Purchase Agreement, as more specifically set forth in this First Amendment.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, representations, warranties, covenants, conditions and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendment of Article I**. The defined term "Escrow Agent" is hereby deleted in its entirety and replaced with the following:

""Escrow Agent" – Citibank, National Association."

2. **Amendment of Section 12.03(c)**. The first sentence of Section 12.03(c) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"Beginning seven (7) Business Days following the Execution Date, Buyer or its Affiliate may make written offers of employment to each of the Available Employees to whom Buyer or its Affiliate elects to make an offer of employment, with such offers providing for an Employee Start Date as of the first Business Day following the last day of the "Term", as such term is defined in the Transition Services Agreement (and as such "Term" may be extended in accordance with Section 3.2 thereof)."

3. **Amendment of Schedule 2.07**. The portion of Schedule 2.07 to the Purchase Agreement titled "Allocation of Purchase Price (Leases)" is hereby deleted in its entirety and replaced with the attached Annex A. For the avoidance of doubt, the portion of Schedule 2.07 titled "Allocation of Purchase Price (Wells)" shall not be modified by this First Amendment and shall remain in full force and effect.

4. Compliance with Purchase Agreement. The Parties acknowledge that this First Amendment complies with the requirements to alter or amend the Purchase Agreement, as stated in Section 13.07 of the Purchase Agreement. The Purchase Agreement, as amended herein, is ratified and confirmed, and all other terms and conditions of the Purchase Agreement not modified by this First Amendment shall remain in full force and effect. All references to the Purchase Agreement shall be considered to be references to the Purchase Agreement as modified by this First Amendment.

5. Incorporation. The Parties acknowledge that this First Amendment shall be governed by the terms of Article XIII of the Purchase Agreement and such provisions shall be incorporated herein, *mutatis mutandis*.

6. Counterparts. This First Amendment may be executed and delivered (including by facsimile or e-mail transmission) in one or more counterparts, each of which shall be deemed to be an original copy of this First Amendment and all of which, when taken together, shall be deemed to constitute one and the same agreement.

[*Signature pages follow*.]

IN WITNESS WHEREOF, the Parties have executed and delivered this First Amendment as of the date first written above.

SELLER:

Linn Energy Holdings, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

Linn Operating, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

BUYER:

Washakie Exaro Opportunities, LLC

By: /s/ Robb E. Turner
Name: Robb E. Turner
Title: Authorized Signatory

Exhibit 2.10

PURCHASE AND SALE AGREEMENT

DATED OCTOBER 20, 2017,

BY AND AMONG

LINN ENERGY HOLDINGS, LLC AND LINN OPERATING, LLC

AS SELLER,

AND

VALOREM ENERGY OPERATING, LLC

AS BUYER

TABLE OF CONTENTS

EXHIBITS AND SCHEDULES

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of October 20, 2017 (the "Execution Date"), by and among Linn Energy Holdings, LLC, a Delaware limited liability company ("LEH"), Linn Operating, LLC, a Delaware limited liability company ("LOI", and together with LEH, "Seller"), and Valorem Energy Operating, LLC, a Delaware limited liability company ("Buyer"). Seller and Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITAL

Seller desires to sell, and Buyer desires to purchase, all of Seller's right, title and interest in and to certain oil and gas properties and related assets and contracts, effective as of the Effective Time, for the consideration and on the terms set forth in this Agreement.

AGREEMENT

For and in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, in addition to other capitalized terms defined in this Agreement, the following terms have the meanings specified or referred to in this Article 1 when capitalized:

"AAA" – the American Arbitration Association.

"Accounting Expert" as defined in 2.05(d).

"AFE" – as defined in Section 3.13.

"Affiliate" – with respect to a Party, any Person directly or indirectly controlled by, controlling, or under common control with, such Party, including any subsidiary of such Party and any "affiliate" of such Party within the meaning of Reg. §240.12b-2 of the Securities Exchange Act of 1934, as amended. As used in this definition, "control" means possession, directly or indirectly, of the power to direct or cause the direction of management, policies, or action through ownership of voting securities, contract, voting trust, or membership in management or in the group appointing or electing management or otherwise through formal or informal arrangements or business relationships. The terms "controlled by," "controlling," and other derivatives shall be construed accordingly. Notwithstanding the foregoing, in no event shall Persons that are not subsidiaries of Valorem Energy, LLC be considered Affiliates of Buyer for purposes of this Agreement.

"Aggregate Defect Deductible" – an amount equal to three percent (3%) of the unadjusted Purchase Price.

"Aggregate Environmental Defect Value" – as defined in Section 11.12.

"Aggregate Title Defect Value" – as defined in Section 11.07.

"Allocated Values" – the values assigned among the Wells and DSUs, as set forth on Schedule 2.07(a) and Schedule 2.07(b), as applicable.

"Alternative Financial Statements" – as defined in Section 6.06(b).

"Annual Financial Statements" – as defined in Section 6.06(b).

"Applicable Contracts" – all Contracts to which Seller is a party or is bound that relate to any of the Assets and (in each case) that will be binding on Buyer after the Closing, including: communitization agreements; net profits agreements; production payment agreements; area of mutual interest agreements; joint venture agreements; confidentiality agreements; farmin and farmout agreements; bottom hole agreements; crude oil, condensate, and natural gas purchase and sale, gathering, transportation, and marketing agreements; hydrocarbon storage agreements; acreage contribution agreements; operating agreements; balancing agreements; pooling declarations or agreements; unitization agreements; processing agreements; saltwater disposal agreements; facilities or equipment leases; and other similar contracts and agreements, but exclusive of any (a) master service agreements, (b) Debt Contracts, (c) Hedge Contracts and (d) Contracts to the extent relating to the Excluded Assets.

"Asset Taxes" – ad valorem, property, excise, severance, production, sales, real estate, use, personal property and similar Taxes based upon the operation or ownership of the Assets, the production of Hydrocarbons or the receipt of proceeds therefrom, but excluding, for the avoidance of doubt, Income Taxes and Transfer Taxes.

"Assets" – all of Seller's right, title, and interest in, to, and under the following, without duplication, except to the extent constituting Excluded Assets:

(a) all of the oil and gas leases and subleases described in Exhibit A, together with any and all other right, title and interest of Seller in and to the leasehold estates created thereby subject to the terms, conditions, covenants and obligations set forth in such leases or Exhibit A (such interest in such leases, the "Leases"), all related rights and interests in the lands covered by the Leases and any lands pooled or unitized therewith (such lands, the "Lands"), and all Hydrocarbon Royalties applicable to the Leases or the Lands;

(b) any and all oil, gas, water, observation, injection, CO2 and disposal wells located on any of the Lands (such interest in such wells, including the wells set forth in Exhibit B, the "Wells"), and all Hydrocarbons produced therefrom or allocated thereto from and after the Effective Time;

(c) all fee mineral interests relating to or located on the Lands (such interest, the "Fee Minerals");

(d) all rights and interests in, under or derived from all communitization, unitization and pooling agreements, declarations and orders in effect with respect to any of the Leases or Wells and the units created thereby (the "Units") (the Leases, the Lands, the Fee Minerals, the Units and the Wells being collectively referred to hereinafter as the "Properties" or individually as a "Property");

(e) to the extent that they may be assigned, transferred or re-issued by Seller (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee), all permits, licenses, allowances, water rights, registrations, consents, orders, approvals, variances, authorizations, servitudes, easements, rights-of-way, surface leases, other surface interests and surface rights to the extent appurtenant to or used in connection with the ownership, operation, production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from the Properties or any of the Assets, including those described on Exhibit A-1;

(f) all equipment, machinery, tools, inventory, fixtures, improvements and other personal, movable and mixed property located on any of the Properties or other Assets that is used in connection therewith, including those items listed in Exhibit C, and including well equipment, casing, tubing, pumps, motors, machinery, platforms, rods, tanks, boilers, fixtures, compression equipment, flowlines, pipelines, gathering systems associated with the Wells, manifolds, processing and separation facilities, pads, structures, materials, and other items used in the operation thereof (collectively, the "Personal Property");

(g) all surface fee interests described on Exhibit A-2 (the "Surface Fee Interests");

(h) all salt water disposal wells and evaporation pits that are located on the Lands;

(i) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee), all Applicable Contracts and all rights thereunder insofar as and only to the extent relating to the Assets;

(j) all Imbalances relating to the Assets;

(k) the Suspense Funds;

(l) originals (if available, and otherwise copies) and copies in digital form (if available) of all of the books, files, records, information and data, whether written or electronically stored, primarily relating to the Assets in Seller's or its Affiliates' possession, including: (i) land and title records (including division order files, prospect files, maps, lease records, abstracts of title, title opinions and title curative documents); (ii) Applicable Contract files; (iii) correspondence; (iv) operations, environmental, production, Asset Tax and accounting records; (v) facility and well records; and (vi) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee), geological and seismic data (excluding interpretive data) (collectively, "Records");

(m) all Hydrocarbons in storage or existing in stock tanks, pipelines or plants (including inventory);

(n) all information technology assets, including desktop computers, laptop computers, servers, networking equipment and any associated peripherals and other computer hardware, computer software, all radio and telephone equipment, SCADA and measurement technology, and other production related mobility devices (such as SCADA controllers), well communication devices, and any other information technology systems and licenses associated with the foregoing, in each case only to the extent such assets are (i) used solely in connection with the Properties, (ii) assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee), and (iii) located on the Property (collectively, the "Production Related IT Equipment");

(o) all trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables and general intangibles, attributable to the Assets with respect to periods of time from and after the Effective Time; and

(p) all rights, claims, and causes of action (including warranty and similar claims, indemnity claims, and defenses) of Seller whether arising before, on, or after the Effective Time, but only to the extent such rights, claims, and causes of action relate to any of the Assumed Liabilities.

"Assignment" – the Assignment and Bill of Sale from Seller to Buyer, pertaining to the Assets, substantially in the form attached to this Agreement as Exhibit D.

"Assumed Liabilities" – as defined in Section 2.06.

"Assumed Litigation" – the litigation set forth in Schedule 3.05, Part A.

"Bankruptcy Cases" – the bankruptcy cases commenced by the filing by Seller (or its applicable predecessor or Affiliate) for voluntary petitions for relief under chapter 11 of title 11 of the United States Code in the Bankruptcy Court that were jointly administered under Case No. 16-60040.

"Bankruptcy Court" – the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

"Breach" – a "Breach" of a representation, warranty, covenant, obligation, or other provision of this Agreement or any certificate delivered pursuant to Section 2.04(a)(iii) or Section 2.04(b)(iv) of this Agreement shall be deemed to have occurred if there is or has been any inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation, or other provision.

"Business Day" – any day other than a Saturday, Sunday, or any other day on which commercial banks in the State of Texas are authorized or required by law or executive order to close.

"Buyer" – as defined in the preamble to this Agreement.

"Buyer's Auditor" – as defined in Section 6.06(b).

"Buyer's Closing Documents" – as defined in Section 4.02(a).

"Buyer Group" – Buyer and its Affiliates, and their respective Representatives.

"Buyer Related Parties" – as defined in Section 9.02(e).

"Casualty Loss" – as defined in Section 11.14.

"Closing" – the closing of the Contemplated Transactions.

"Closing Date" – as defined in Section 2.03.

"Code" – the Internal Revenue Code of 1986, as amended.

"Complete Remediation" – with respect to an Environmental Defect, a remediation or cure of such Environmental Defect which is substantially completed in accordance with the Lowest Cost Response.

"Confidentiality Agreement" – that certain confidentiality agreement dated as of March 27, 2017, by and between Linn Energy Holdings, LLC and KPEIF GP, LLC.

"Consent" – any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization) from any Person that is required to be obtained in connection with the execution or delivery of this Agreement or the consummation of the Contemplated Transactions.

"Contemplated Transactions" – all of the transactions contemplated by this Agreement, including:

(a) the sale of the Assets by Seller to Buyer;

(b) the performance by the Parties of their respective covenants and obligations under this Agreement; and

(c) Buyer's acquisition, ownership, and exercise of control over the Assets.

"Contract" – any written contract, agreement or any other legally binding arrangement, but excluding, however, any Lease, easement, right-of-way, permit or other instrument creating or evidencing an interest in the Assets or any real or immovable property related to or used in connection with the operations of any Assets.

"Cure" – as defined in Section 11.06.

"Damages" – any and all claims, demands, payments, charges, judgments, assessments, losses, liabilities, damages, Taxes, penalties, fines, expenses, costs, fees, settlements, and deficiencies, including any reasonable attorneys' fees, legal, and other costs and expenses suffered or incurred therewith.

"Debt Contract" – any indenture, mortgage, loan, credit or similar agreement entered into by Seller or its Affiliates creating indebtedness on the part of Seller or its Affiliates for borrowed money or the deferred purchase price of property acquired by, or for services rendered to, Seller or its Affiliates.

"Debt Financing" – the amendment or replacement by Buyer's and its Affiliates of their reserve based credit facility and/or any other alternative debt financing incurred or intended to be incurred by Buyer and its Affiliates, in each case, in regards to financing the Contemplated Transactions.

"De Minimis Environmental Defect Cost" – Forty Thousand Dollars ($40,000).

"De Minimis Title Defect Cost" – (a) with respect to each Well, Thirty-Five Thousand Dollars ($35,000), and (b) with respect to each DSU, Fifty Thousand Dollars ($50,000).

"Defect Notice Date" – as defined in Section 11.04.

"Defensible Title" – title of Seller with respect to the Wells and DSUs that, as of the Defect Notice Date and the Closing Date and subject to the Permitted Encumbrances, is deducible of record or title obtained by forced pooling or non-consent elections, in each case, made or delivered pursuant to joint operating agreements, pooling agreements or unitization agreements to the extent such interests are accurately reflected on Schedule 2.07(a) or Schedule 2.07(b), as applicable, and:

(a) with respect to each currently producing formation for each Well or each applicable Target Formation set forth in Schedule 2.07(b) for each DSU (in each case, subject to any reservations, limitations or depth restrictions described for such Well or DSU, as applicable, in Schedule 2.07(a) or Schedule 2.07(b), as applicable), entitles Seller to receive not less than the Net Revenue Interest set forth in Schedule 2.07(a) or Schedule 2.07(b), as applicable, for such producing formation or applicable Target Formation, except for (i) decreases in connection with those operations in which Seller or its successors or assigns may from and after the Execution Date and in accordance with the terms of this Agreement elect to be a non-consenting co-owner, (ii) decreases resulting from the establishment or amendment from and after the Execution Date of pools or units in accordance with this Agreement, and (iii) decreases required to allow other Working Interest owners to make up past underproduction or pipelines to make up past under deliveries;

(b) with respect to each currently producing formation for each Well (subject to any reservations, limitations or depth restrictions described for such Well in Schedule 2.07(a)), obligates Seller to bear not more than the Working Interest set forth in Schedule 2.07(a) for such producing formation, except (i) increases resulting from contribution requirements with respect to defaulting co-owners from and after the Execution Date under applicable operating agreements, or (ii) increases to the extent that such increases are accompanied by a proportionate increase in Seller's Net Revenue Interest;

(c) with respect to each DSU, entitles Seller to not less than the Net Acres set forth on Schedule 2.07(b) for each applicable Target Formation; and

(d) is free and clear of all Encumbrances.

"Deposit Amount" – the amount set forth on Exhibit I.

"Dispute Notice" – as defined in Section 2.05(d).

"Disputed Matter" – as defined in Section 11.15(a).

"DSU" – the hypothetical drilling, spacing or pooled unit in each Target Formation formed by combining the Leases, Fee Minerals or Units, or portions thereof, included within the lands described on Schedule 2.07(b) with respect to each DSU.

"DTPA" – as defined in Section 4.11.

"Effective Time" – March 1, 2017, at 12:01 a.m. local time at the location of the Assets.

"Encumbrance" – any charge, equitable interest, privilege, lien, mortgage, deed of trust, production payment, option, pledge, collateral assignment, security interest, or other arrangement substantially equivalent to any of the foregoing.

"Environmental Condition" – any event occurring or condition existing on the Defect Notice Date with respect to the Assets that causes an Asset to be subject to a remedial or corrective action obligation under, or in violation of, an Environmental Law, other than any such event or condition to the extent caused by or relating to NORM or that was disclosed to Buyer prior to the Execution Date.

"Environmental Defect" – an Environmental Condition discovered by Buyer or its Representatives as a result of any environmental diligence conducted by or on behalf of Buyer pursuant to Section 11.09 of this Agreement.

"Environmental Defect Cure Period" – as defined in Section 11.11(a).

"Environmental Defect Notice" – as defined in Section 11.10.

"Environmental Defect Value" – with respect to each Environmental Defect, the amount of the Lowest Cost Response for such Environmental Defect.

"Environmental Law" – any applicable Legal Requirement in effect as of the Execution Date relating to pollution or the protection of the environment, including those Legal Requirements relating to the storage, handling, and use of Hazardous Materials and those Legal Requirements relating to the generation, processing, treatment, storage, transportation, disposal or other management thereof. The term "Environmental Law" does not include (a) good or desirable operating practices or standards that may be voluntarily employed or adopted by other oil and gas well operators or recommended, but not required, by a Governmental Body or (b) the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 *et seq.*, as amended, or any other Legal Requirement governing worker safety or workplace conditions, except to the extent that such Legal Requirements expressly address matters related to pollution, the environment or Hazardous Materials.

"Environmental Liabilities" – all costs, Damages, expenses, liabilities, obligations, and other responsibilities arising from or under either Environmental Laws or Third Party claims relating to the environment, and which relate to the Assets or the ownership or operation of the same.

"Escrow Account" – as defined in Section 2.02.

"Escrow Agent" – JPMorgan Chase Bank, N.A.

"Escrow Agreement" – as defined in Section 2.02.

"Excluded Assets" – with respect to Seller, (a) all of Seller's corporate minute books, financial records and other business records that relate to Seller's business generally (including the ownership of the Assets); (b) except to the extent related to any Assumed Liabilities, all trade credits, all accounts, all receivables of Seller and all other proceeds, income or revenues of Seller attributable to the Assets and attributable to any period of time prior to the Effective Time (other than the Suspense Funds); (c) except to the extent related to any Assumed Liabilities, all claims and causes of action of Seller or its Affiliates that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds); (d) except to the extent related to any Assumed Liabilities subject to Section 11.14, all rights and interests of Seller (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property; (e) except to the extent of an upward adjustment to the Purchase Price pursuant to Section 2.05(c)(i)(E), Seller's rights with respect to all Hydrocarbons produced and sold from the Assets with respect to all periods prior to the Effective Time; (f) all claims of Seller or any of its Affiliates for refunds of, rights to receive funds from any Governmental Body, or loss carry forwards or credits with respect to any and all Seller Taxes; (g) all information technology assets, other than the Production Related IT Equipment, including desktop computers, laptop computers, servers, networking equipment and any associated peripherals and other computer hardware, computer software, all radio and telephone equipment, SCADA and measurement technology, and other production-related mobility devices (such as SCADA controllers), well communication devices, and any other information technology systems; (h) except to the extent directly related to any Assumed Liabilities, all rights, benefits and releases of Seller or its Affiliates under or with respect to any Contract that are attributable to periods of time prior to the Effective Time; (i) all of Seller's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property (other than the Records); (j) except for any title opinions, all documents and instruments of Seller that may be protected by an attorney-client privilege or any attorney work product doctrine; (k) all data that cannot be disclosed to Buyer as a result of confidentiality arrangements under existing written agreements; *provided* Seller shall use commercially reasonable efforts (which shall not include making any payments) to obtain waivers of such restrictions; (l) all audit rights or obligations of Seller for which Seller bears responsibility arising under any of the Applicable Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets, except for any Imbalances assumed by Buyer and except for such audit rights to the extent directly related to any Assumed Liabilities; (m) Seller's interpretations of any geophysical or other seismic and related technical data and information relating to the Assets, including Seller's reserve reports; (n) documents prepared or received by Seller or its Affiliates

with respect to (i) lists of prospective purchasers for such transactions compiled by Seller, (ii) bids submitted by other prospective purchasers of the Assets, (iii) analyses by Seller or its Affiliates of any bids submitted by any prospective purchaser of the Assets, (iv) correspondence between or among Seller, its Representatives, and any prospective purchaser of the Assets other than Buyer, and (v) correspondence to the extent relating to any prospective sale of the Assets between Seller or any of its Representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated by this Agreement; (o) any offices, office leases and any personal property located in or on such offices or office leases; (p) other than the Surface Fee Interests, any fee simple surface estate; (q) any fee mineral interests that are not Fee Minerals, and any right to production revenues associated therewith; (r) a copy of all Records; (s) any Contracts that constitute master services agreements or similar contracts; (t) any Hedge Contracts; (u) any Debt Contracts; (v) any of Seller's assets other than the Assets; and (w) any leases, rights and other assets specifically listed in Exhibit E.

"Execution Date" – as defined in the preamble to this Agreement.

"Expert" – as defined in Section 11.15(b).

"Expert Decision" – as defined in Section 11.15(d).

"Expert Proceeding Notice" – as defined in Section 11.15(a).

"Fee Minerals" – as set forth in the definition of "Assets".

"Final Amount" – as defined in Section 2.05(d).

"Final Settlement Date" – as defined in Section 2.05(d).

"Final Settlement Statement" – as defined in Section 2.05(d).

"Financing Sources" – any potential or actual lenders and investors for the Debt Financing, together with their Affiliates and their respective Representatives.

"Fundamental Representations" – those representations set forth in Sections 3.01, 3.02, 3.03 and 3.06.

"GAAP" – generally accepted accounting principles in the United States as interpreted as of the Execution Date.

"Governmental Authorization" – any approval, consent, license, permit, registration, variance, exemption, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

"Governmental Body" – any (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multi-national

organization or body; or (e) body or authority exercising, or entitled to exercise, any administrative, arbitration, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Gross Products Taxes" – property or ad valorem Asset Taxes assessed by the State of North Dakota that are measured by the production of Hydrocarbons.

"Group" – either Buyer Group or Seller Group, as applicable.

"Hazardous Materials" – any (a) chemical, constituent, material, pollutant, contaminant, substance, or waste that is regulated by any Governmental Body or may form the basis of liability under any Environmental Law; and (b) petroleum, Hydrocarbons, or petroleum products.

"Hedge Contract" – any Contract to which Seller or any of its Affiliates is a party with respect to any swap, forward, put, call, floor, cap, collar option, future or derivative transaction or option or similar agreement, whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities (including Hydrocarbons), equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

"Hydrocarbons" – oil and gas and other hydrocarbons (including condensate) produced or processed in association therewith (whether or not such item is in liquid or gaseous form), or any combination thereof, and any minerals produced in association therewith.

"Imbalances" – over-production or under-production or over-deliveries or under-deliveries with respect to Hydrocarbons produced from or allocated to the Assets, regardless of whether such over-production or under-production or over-deliveries or under-deliveries arise at the wellhead, pipeline, gathering system, transportation system, processing plant, or other location, including any imbalances under gas balancing or similar agreements, imbalances under production handling agreements, imbalances under processing agreements, imbalances under the Leases, and imbalances under gathering or transportation agreements.

"Income Taxes" – income or franchise Taxes based upon, measured by, or calculated with respect to gross or net income, profits, capital, or similar measures (or multiple bases, including corporate, franchise, business and occupation, business license, or similar Taxes, if gross or net income, profits, capital, or a similar measure is one of the bases on which such Tax is based, measured, or calculated) but excluding ad valorem, property, excise, severance, production, sales, use, real or personal property transfer or other similar Taxes.

"Individual Claim Threshold" – as defined in Section 10.05.

"Instruments of Conveyance" – the Assignment. **Except for the special warranty of Defensible Title by, through and under Seller or its Affiliates contained therein, the foregoing Instruments of Conveyance shall be without warranty of title, whether express, implied, statutory, or otherwise, it being understood that Buyer shall have the right to conduct pre-Closing title due diligence as described below in Article 11. Except for the special warranty of Defensible Title contained in the Instruments of Conveyance and**

Buyer's remedies associated with a breach of representations and warranties in Section 3.11, 3.16 and 3.17, the rights and remedies set forth in Section 9.01(g) and Article 11 shall be Buyer's sole rights and remedies with respect to title.

"Interim Financial Statements" – as defined in Section 6.06(b).

"Knowledge" – an individual will be deemed to have "Knowledge" of a particular fact or other matter if such individual is actually aware of such fact or other matter. A Seller Party will be deemed to have "Knowledge" of a particular fact or other matter if any of the following individuals has Knowledge of such fact or other matter: Mark E. Ellis, President and Chief Executive Officer; Arden L. Walker, Jr., Executive Vice President and Chief Operating Officer; David B. Rottino, Executive Vice President and Chief Financial Officer; Thomas E. Emmons, Senior Vice President, Corporate Services; Jamin McNeil, Senior Vice President, Operations; Candice J. Wells, Senior Vice President, General Counsel and Corporate Secretary; Carlos A. De Ayala, Vice President, Business Development, Strategy and Planning; and Scott Carrasco, Asset Manager. Buyer will be deemed to have "Knowledge" of a particular fact or other matter if any of the following individuals has Knowledge of such fact or other matter: Justin W. Cope, Chief Executive Officer; Heath Mireles, Chief Operating Officer; and Greg Boxer, Chief Financial Officer.

"Lands" – as set forth in the definition of "Assets".

"Leases" – as set forth in the definition of "Assets".

"Legal Requirement" – any federal, state, local, municipal, foreign, international, or multinational law, Order, constitution, ordinance, or rule, including rules of common law, regulation, statute, treaty, or other legally enforceable directive or requirement.

"Lowest Cost Response" – the response required or allowed under Environmental Laws in effect as of the Defect Notice Date that addresses and resolves (for current and future use in the same manner as currently used) the identified Environmental Condition in the most cost-effective manner (considered as a whole and allowing for the continued safe and prudent operation of the affected Asset) as compared to any other response that is required or allowed under Environmental Laws. The Lowest Cost Response shall include taking no action, leaving the condition unaddressed, periodic monitoring or the recording of notices in lieu of remediation, if such responses are allowed under Environmental Laws. The Lowest Cost Response shall not include any costs or expenses relating to the assessment, remediation, removal, abatement, transportation and disposal of any asbestos or asbestos containing materials or NORM, unless such remediation or removal is required to correct a violation of Environmental Law.

"Material Contracts" – as defined in Section 3.10.

"MMMF" – asbestos and other man-made material fibers.

"Net Acres" – (a) as computed separately with respect to Seller's interest in each applicable Target Formation for each DSU identified on Schedule 2.07(b), (i) the gross number of mineral acres in the lands included in such DSU insofar as they relate to such Target Formation, *multiplied* by (ii) the undivided fee simple mineral interest (expressed as a

percentage) in the lands covered by the Leases (as determined by aggregating the fee simple mineral interests owned by each lessor of each applicable Lease in the lands) comprising such DSU insofar as they relate to such Target Formation, *multiplied* by (iii) Seller's undivided percentage interest that is burdened with the obligation to bear and pay costs and expenses in the Leases comprising such DSU insofar as it relates to such Target Formation; *provided* that if the items in (ii) or (iii) vary as to different tracts (including depths) covered by any applicable Lease or included in any DSU, a separate calculation shall be done for each such tract, or (b) as computed separately with respect to Seller's interest in each applicable Target Formation for each Lease identified on Exhibit A, (i) the gross number of mineral acres in the lands covered in such Lease insofar as they relate to such Target Formation, *multiplied* by (ii) the undivided fee simple mineral interest (expressed as a percentage) in the lands covered by such Lease insofar as they relate to such Target Formation, *multiplied* by (iii) Seller's undivided percentage interest that is burdened with the obligation to bear and pay costs and expenses in such Lease insofar as it relates to such Target Formation; *provided* that if the items in (ii) or (iii) vary as to different tracts (including depths) covered by any Lease, a separate calculation shall be done for each such tract.

"Net Revenue Interest" – (a) with respect to any Well, the interest in and to all Hydrocarbons produced, saved and sold from or allocated to such Well (limited to the applicable currently producing formation as described in the definition of "Defensible Title" and subject to any reservations, limitations or depth restrictions described for such Well in Schedule 2.07(a)), after satisfaction of all applicable Royalties; or (b) with respect to any DSU, the interest in and to all Hydrocarbons produced, saved and sold from or allocated to such DSU (limited to the applicable Target Formation as described in the definition of "Defensible Title" and subject to any reservations, limitations or depth restrictions described for such DSU in Schedule 2.07(b)), after satisfaction of all applicable Royalties, and based on the weighted average of the Net Acres covered by the Leases included in such DSU as illustrated below. For example, Seller's Net Revenue Interest for each DSU, as computed separately with respect to Seller's interest in each applicable Target Formation for each DSU identified on Schedule 2.07(b), will be calculated as follows: (i) first, calculate the product of (x) Seller's actual net revenue interest in and to each Lease included in such DSU, *multiplied by* (y) the Net Acres covered by such Lease for such Target Formation (limited solely to those Net Acres thereof that are included within the applicable DSU); and (ii) second, calculate the quotient of (A) the sum of the calculated product obtained for each Lease under subpart (i), *divided by* (B) the sum of the Net Acres covered by all of the Leases included within such DSU (limited solely to those Net Acres are included within the applicable DSU).

"Non-Operated Assets" – Assets operated by any Person other than Seller or its Affiliates.

"NORM" – naturally occurring radioactive material.

"Order" – any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

"Organizational Documents" – (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the articles of organization and resolutions of a limited liability company; (c) the certificate of limited partnership and limited partnership agreement of a limited partnership; and (d) any amendment to any of the foregoing.

"Outside Date" – as defined in Section 9.01(d).

"Party" or "Parties" – as defined in the preamble to this Agreement.

"Party Affiliate" – as defined in Section 12.18.

"Permits" – all environmental and other governmental (whether federal, state, local or tribal) certificates, consents, permits (including conditional use permits), licenses, orders, authorizations, franchises and related instruments or rights solely relating to the ownership or use of the Assets.

"Permitted Encumbrance" – any of the following:

(a) the terms and conditions of all Leases and Contracts if the net cumulative effect of such Leases and Contracts does not (i) materially interfere with the operation or use of any of the Assets (as currently operated and used), (ii) operate to reduce the Net Revenue Interest of Seller with respect to any Well or DSU to an amount less than the Net Revenue Interest set forth in Schedule 2.07(a) or Schedule 2.07(b), as applicable, for such Well or DSU, (iii) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Schedule 2.07(a), for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Schedule 2.07(a) in the same or greater proportion as any increase in such Working Interest), or (iv) reduce the Net Acres of Seller with respect to any DSU (or any tract thereof, if applicable) identified on Schedule 2.07(b) to an amount less than the Net Acres set forth on Schedule 2.07(b);

(b) any Preferential Purchase Rights, Consents and similar rights with respect to the Assets, in each case, to the extent applicable to the Contemplated Transaction;

(c) excepting circumstances where such rights have already been triggered prior to the Effective Time, rights of reassignment arising upon final intention to abandon or release the Assets;

(d) liens for Taxes not yet due or delinquent or, if delinquent, that are being contested in good faith by appropriate proceedings by or on behalf of Seller, in each case as set forth on Schedule 3.05;

(e) all rights to consent by, required notices to, filings with, or other actions by Governmental Bodies in connection with the conveyance of the Leases, if the same are customarily sought and received after the Closing;

(f) Encumbrances or defects that Buyer has waived in writing or is deemed to have waived pursuant to the last sentence of Section 11.04;

(g) all Legal Requirements and all rights reserved to or vested in any Governmental Body (i) to control or regulate any Asset in any manner; (ii) by the terms of any right, power, franchise, grant, license or permit, or by any provision of law, to terminate such right, power, franchise, grant, license or permit or to purchase, condemn, expropriate or recapture or to designate a purchaser of any of the Assets; (iii) to use such property in a manner which does not materially impair the use of such property for the purposes for which it is currently owned and operated; or (iv) to enforce any obligations or duties affecting the Assets to any Governmental Body with respect to any right, power, franchise, grant, license or permit;

(h) rights of a common owner of any interest currently held by Seller and such common owner as tenants in common or through common ownership to the extent that the same does not (i) materially interfere with the operation or use of any of the Assets (as currently operated and used), (ii) operate to reduce the Net Revenue Interest of Seller with respect to any Well or DSU to an amount less than the Net Revenue Interest set forth in Schedule 2.07(a) or Schedule 2.07(b), as applicable, for such Well or DSU, (iii) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Schedule 2.07(a) for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Schedule 2.07(a) in the same or greater proportion as any increase in such Working Interest), or (iv) reduce the Net Acres of Seller with respect to any DSU (or any tract thereof, if applicable) identified on Schedule 2.07(b) to an amount less than the Net Acres set forth on Schedule 2.07(b);

(i) easements, conditions, covenants, restrictions, servitudes, permits, rights-of-way, surface leases, and other rights in the Assets for the purpose of operations, facilities, roads, alleys, highways, railways, pipelines, transmission lines, transportation lines, distribution lines, power lines, telephone lines, removal of timber, grazing, logging operations, canals, ditches, reservoirs and other like purposes, or for the joint or common use of real estate, rights-of-way, facilities and equipment, which, in each case, do not (i) materially interfere with the operation or use of any of the Assets (as currently operated and used), (ii) operate to reduce the Net Revenue Interest of Seller with respect to any Well or DSU to an amount less than the Net Revenue Interest set forth in Schedule 2.07(a) or Schedule 2.07(b), as applicable, for such Well or DSU, (iii) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Schedule 2.07(a) for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Schedule 2.07(a) in the same or greater proportion as any increase in such Working Interest), or (iv) reduce the Net Acres of Seller with respect to any DSU (or any tract thereof, if applicable) identified on Schedule 2.07(b) to an amount less than the Net Acres set forth on Schedule 2.07(b);

(j) vendors, carriers, warehousemen's, repairmen's, mechanics', workmen's, materialmen's, construction or other like liens arising by operation of law in the ordinary course of business or incident to the construction or improvement of any property in respect of obligations which are not yet due or which are being contested in good faith by appropriate proceedings by or on behalf of Seller, in each case (i) as set forth on Schedule 3.05 or (ii) otherwise arising from and after the Execution Date with respect to work performed after the Effective Time;

(k) Encumbrances created under Leases or any joint operating agreements applicable to the Assets or by operation of law in respect of obligations that are not yet due or that are being contested in good faith by appropriate proceedings by or on behalf of Seller, in each case as set forth on Schedule 3.05;

(l) any Encumbrance affecting the Assets that is discharged by Seller or waived (or deemed to be waived) by Buyer pursuant to the terms of this Agreement at or prior to Closing;

(m) the Assumed Litigation;

(n) defects based solely on assertions that Seller's files lack information (including title opinions);

(o) lessor's royalties, overriding royalties, production payments, net profits interests, reversionary interests, and similar burdens if the net cumulative effect of such burdens (i) does not materially interfere with the operation or use of any of the Assets (as currently operated and used), (ii) does not reduce the Net Revenue Interest of Seller with respect to Well or DSU to an amount less than the Net Revenue Interest set forth in Schedule 2.07(a) or Schedule 2.07(b), as applicable, for such Well or DSU, (iii) does not obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Schedule 2.07(a) for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Schedule 2.07(a) in the same or greater proportion as any increase in such Working Interest), and (iv) does not reduce the Net Acres of Seller with respect to any DSU (or any tract thereof, if applicable) identified on Schedule 2.07(b) to an amount less than the Net Acres set forth on Schedule 2.07(b);

(p) defects or irregularities of title (i) as to which the relevant statute(s) of limitations or prescription would bar any attack or claim against Seller's title; (ii) to the extent arising out of lack of evidence of, or other defects with respect to, authorization, execution, delivery, acknowledgment, or approval of any instrument in Seller's chain of title absent reasonable evidence of superior title from a Third Party attributable to such matter; (iii) to the extent consisting of the failure to recite marital status or omissions of heirship proceedings in documents; (iv) resulting from lack of survey, unless a survey is expressly required by applicable Legal Requirements; (v) resulting from failure to record releases of liens, production payments, or mortgages that have expired by their own terms or the enforcement of which are barred by the applicable statute(s) of limitations or prescription; (vi) to the extent arising out of lack of entity authorization unless Buyer provides affirmative evidence that such entity action was not authorized and results in another Person's superior claim of title; (vii) resulting from or related to probate proceedings or the lack thereof that have been outstanding for ten (10) years or more; (viii) based on a gap in Seller's chain of title to any Well or DSU (A) so long as such gap does not provide a Third Party with a superior claim or (B) unless Buyer affirmatively shows such gap to exist in such records by an abstract of title, title opinion or landman's title chain; (ix) resulting from unreleased leases covering Hydrocarbons absent specific evidence that such instruments continue in force and effect and constitute a superior claim of title with respect to the Wells or DSUs if such unreleased leases would customarily be accepted by a purchaser of and lender secured by the Assets or (x) that have been cured by prescription or limitations;

(q) Imbalances set forth on Schedule 3.09;

(r) calls on Hydrocarbon production under existing Contracts set forth on Schedule 3.10;

(s) any matters expressly set forth on Exhibit A, Exhibit B, Schedule 2.07(a) or Schedule 2.07(b); and

(t) mortgages on the lessor's interest under a Lease, whether or not subordinate to such Lease, that have expired on their own terms or the enforcement of which are barred by applicable statute(s) of limitations or prescription.

"Person" – any individual, firm, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

"Personal Property" – as set forth in the definition of "Assets".

"Phase I Environmental Site Assessment" – a Phase I environmental property assessment of the Assets that satisfies the basic assessment requirements set forth under the current ASTM International Standard Practice for Environmental Site Assessments (Designation E1527-13) or any other visual site assessment or review of records, reports or documents, including an evaluation of the Assets' compliance with Environmental Laws.

"Plan of Reorganization" – the *Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and Its Debtor Affiliates Other than LINN Acquisition Company, LLC and Berry Petroleum Company, LLC*, as confirmed in the Bankruptcy Cases by the *Order Confirming (i) Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and its Debtor Affiliates other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC and (ii) Amended Join Chapter 11 Plan of Reorganization of Linn Acquisition Company, LLC and Berry Petroleum Company, LLC* [Docket No. 1629].

"Post-Closing Date" – as defined in Section 2.05(d).

"Potential Discharged Claims" – all Claims (as defined in 11 U.S.C. § 101(5)) that (i) were discharged in the Bankruptcy Cases and were treated in accordance with the Plan of Reorganization, or (ii) would have been discharged in the Bankruptcy Cases and treated in accordance with the Plan of Reorganization in the event the holder of such Claim had received proper notice of (a) the pendency of the Bankruptcy Cases, (b) the opportunity to timely file a Claim therein, and (c) the opportunity to timely object to the Plan of Reorganization.

"Preferential Purchase Right" – any right or agreement that enables any Person to purchase or acquire any Asset or any interest therein or portion thereof as a result of or in connection with the execution or delivery of this Agreement or the consummation of the Contemplated Transactions.

"Preliminary Amount" – the Purchase Price, adjusted as provided in Section 2.05, based upon the best information available at the time of the Closing.

"Preliminary Settlement Statement" – as defined in Section 2.03.

"Proceeding" – any proceeding, action, arbitration, audit, hearing, investigation, request for information, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Production Related IT Equipment" – as set forth in the definition of "Assets".

"Property" or "Properties" – as set forth in the definition of "Assets".

"Property Costs" – all operating expenses (including utilities, payroll, costs of insurance, rentals, title examination and curative actions, and overhead costs, in each case, to the extent charged to the Assets by Third Party operators pursuant to Third Party operating agreements) and capital expenditures (including costs of acquiring equipment), respectively, incurred in the ordinary course of business attributable to the use, operation, and ownership of the Assets, but excluding Damages attributable to (a) personal injury or death, property damage, torts, breach of contract, or violation of any Legal Requirement, (b) obligations relating to the abandonment or plugging of Wells, dismantling or decommissioning facilities, closing pits and restoring the surface around such Wells, facilities and pits, (c) Retained Liabilities or matters for which Seller has agreed hereunder or under any other Seller Closing Documents to indemnify, defend or hold harmless any member of the Buyer Group, (d) the cure or attempted cure of any Title Defects, Environmental Defects, Environmental Conditions or Breaches of this Agreement by Seller, (e) obligations with respect to Imbalances, (f) obligations to pay Royalties or other interest owners revenues or proceeds relating to the Assets but held in suspense, including Suspense Funds, (g) Casualty Loss (including any repair or restoration costs related thereto, (h) the Bankruptcy Cases, and (i) claims for indemnification or reimbursement from any Third Party with respect to costs of the types described in the preceding clauses (a) through (h), whether such claims are made pursuant to contract or otherwise. Notwithstanding anything to the contrary in this Agreement, Property Costs shall not include any Asset Taxes, Income Taxes or Transfer Taxes.

"Purchase Price" – as defined in Section 2.02.

"Records" – as set forth in the definition of "Assets".

"Representative" – with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Required Consent" – any Consent with respect to which (a) there is a provision within the applicable instrument that such Consent may be withheld in the sole and absolute discretion of the holder, or (b) there is provision within the applicable instrument expressly stating that an assignment in violation thereof (i) is void or voidable, (ii) triggers the payment of specified liquidated damages, or (iii) causes termination of the applicable Assets to be assigned. For the avoidance of doubt, "Required Consent" does not include any Consent, which, by its terms, cannot be unreasonably withheld, unless clause (b) of the preceding sentence applies.

"Retained Assets" – any rights, titles, interests, assets, and properties that are originally included in the Assets under the terms of this Agreement, but that are subsequently excluded from the Assets or sale under this Agreement pursuant to the terms of this Agreement at any time before or after the Closing.

"Retained Liabilities" – Damages, liabilities and obligations attributable to, arising out of or in connection with, or based upon (a) the disposal or transportation prior to Closing of any Hazardous Materials generated or used by Seller, its Affiliates or a Third Party operator in connection with the ownership or operation of the Assets or and taken from the Assets to any location that is not an Asset; (b) personal injury (including death) and property damage claims attributable to Seller's or its Affiliates' ownership of the Assets prior to the Closing; (c) failure to properly and timely pay, in accordance with the terms of any Lease, Contract or applicable Legal Requirement, all Royalties and any other Working Interest amounts (in each case) with respect to the Assets that are due by Seller or any of its Affiliates (or any Third Party payor remitting amounts on behalf of Seller or its Affiliates) and attributable to Seller's ownership of the Assets prior to the Effective Time; (d) the Retained Litigation; (e) any and all Seller Taxes; (f) any claim made by an employee of Seller or any Affiliate of Seller directly relating to such employment; (g) any penalties or fines imposed by any Governmental Body and related to Seller's ownership of the Assets; (h) Seller's gross negligence or willful misconduct in connection with any Assets prior to Closing; and (i) the Potential Discharged Claims and any failure of Seller to take any action, or pursue or enforce any right, remedy or cause of action, to cause the discharge of or prevent the enforcement or collection of any Potential Discharged Claim; *provided* that, from and after the date that is eighteen (18) months following the Closing Date, all Damages, liabilities and obligations arising out of clauses (a) and (b) shall no longer be Retained Liabilities and shall be deemed Assumed Liabilities.

"Retained Litigation" – the litigation set forth in Schedule 3.05, Part B.

"Royalties" – royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests, back-in interests and other burdens upon, measured by or payable out of production.

"Scheduled Closing Date" – as defined in Section 2.03.

"SEC" – as defined in Section 4.10.

"SEC Filings" – as defined in Section 6.06(b).

"Seller" – as defined in the preamble to this Agreement.

"Seller Closing Documents" – as defined in Section 3.02(a).

"Seller Group" – Seller and its Affiliates, and their respective Representatives.

"Seller Party" – each of LEH and LOI, individually.

"Seller Taxes" – (a) Income Taxes imposed by any applicable laws on any Seller Party, any of its direct or indirect owners or Affiliates, or any combined, unitary, or consolidated group of which any of the foregoing is or was a member, (b) Asset Taxes allocable to Seller pursuant to Section 12.02(c) (taking into account, and without duplication of, such Asset Taxes effectively borne by Seller as a result of (i) the adjustments to the Purchase Price made pursuant to Section 2.03, Section 2.05(c) or Section 2.05(d), as applicable, and (ii) any payments made from one Party to the other in respect of Asset Taxes pursuant to Section 12.02(c)), (c) any Taxes imposed on or with respect to the ownership or operation of the Excluded Assets or that are attributable to any asset or business of any Seller Party that is not part of the Assets, and (d) any and all Taxes (other than the Taxes described in clauses (a), (b) or (c) of this definition) imposed on or with respect to the ownership or operation of the Assets or the production of Hydrocarbons or the receipt of proceeds therefrom for any Tax period (or portion thereof) ending before the Effective Time.

"Special Financial Statements" – as defined in Section 6.06(b).

"Stipulation and Agreed Order" means the Stipulation and Agreed Order, dated May 31, 2017 (Docket Number 2086 of the Bankruptcy Cases), executed by Seller (or its applicable predecessor or Affiliate) and the United States Department of the Interior and ordered by the Bankruptcy Court.

"Straddle Period" – any Tax period beginning before and ending after the Effective Time.

"Surface Fee Interests" – as set forth in the definition of "Assets".

"Suspense Funds" – proceeds of production and associated penalties and interest in respect of any of the Wells that are payable to any Third Party and are being held in suspense by Seller.

"Target Formation" – as set forth in Exhibit H.

"Tax" or "Taxes" – (a) any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, assessments, unclaimed property and escheat obligations and other governmental charges imposed by any Governmental Body, including income, profits, franchise, alternative or add-on minimum, gross receipts, environmental (including taxes under Section 59A of the Code), registration, withholding, employment, social security (or similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, estimated, unemployment, severance, compensation, utility, stamp, premium, windfall profits, transfer, gains, production and excise taxes, and customs duties, together with any interest, penalties, fines or additions thereto and (b) any successor or transferee liability or any liability that arises by reason of being a member of a consolidated, combined or unitary group, in each case, in respect of any items described in clause (a) above.

"Tax Allocation" – as defined in Section 2.07(b).

"Tax Returns" – any and all reports, returns, declarations, claims for refund, elections, disclosures, estimates, information reports or returns or statements supplied or required to be supplied to a Governmental Body in connection with Taxes, including any schedule or attachment thereto or amendment thereof.

"Third Party" – any Person other than a Party or an Affiliate of a Party.

"Threatened" – a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made in writing to a Party or any of its officers, directors, or employees that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

"Title Benefit" – as defined in Section 11.08.

"Title Benefit Notice" – as defined in Section 11.08.

"Title Benefit Properties" – as defined in Section 11.08.

"Title Benefit Value" – as defined in Section 11.08.

"Title Defect" – any Encumbrance, defect or other matter that causes Seller not to have Defensible Title in and to the Wells or DSUs, without duplication; *provided* that the following shall not be considered Title Defects:

(a) defects arising solely out of the lack of corporate or other entity authorization unless Buyer provides affirmative evidence that such corporate or other entity action was not authorized and results in (or could reasonably be expected to result in) another Person's superior title to the relevant Wells or DSUs;

(b) defects based on a gap in Seller's chain of title in the county or parish records, unless Buyer affirmatively shows such gap to exist in such records by an abstract of title, title opinion, landman's title chain, run sheet or other document, which documents (if any) shall be included in a Title Defect Notice (for the avoidance of doubt, a non-certified, cursory or limited title chain will satisfy this requirement);

(c) defects based solely upon the failure to record any federal or state Leases or any assignments of interests in such Leases in any county real property record; *provided* that failures to record any federal or state Leases or any assignments of interests in such Leases in the applicable public record may be defects if the failure to so record cannot be cured by filing the same after the Effective Time in the applicable public record;

(d) defects arising from any change in applicable Legal Requirement after the Execution Date;

(e) defects arising from any prior oil and gas lease taken more than twenty (20) years prior to the Effective Time relating to the lands covered by a Lease not being surrendered of record, unless Buyer provides affirmative evidence that a Third Party is conducting operations on, asserting ownership of, or has a claim of superior title to, the Assets, sufficient evidence of which shall include written communication by a party with record title to such prior lease asserting the validity of the lease;

(f) defects that affect only which non-Seller Person has the right to receive royalty payments rather than the amount or the proper payment of such royalty payment;

(g) defects based solely on the lack of information in Seller's files; and

(h) defects arising from a mortgage encumbering the oil, gas or mineral estate of any lessor in the Assets unless a complaint of foreclosure has been filed or any similar action taken by the mortgagee thereunder and in such case such mortgage has not been subordinated to the Lease applicable to such Asset.

"Title Defect Cure Period" – as defined in Section 11.06(a).

"Title Defect Notice" – as defined in Section 11.04.

"Title Defect Property" – as defined in Section 11.04.

"Title Defect Value" – as defined in Section 11.04.

"Transfer Tax" – all transfer, documentary, sales, use, stamp, registration and similar Taxes (but excluding Income Taxes) and fees arising out of, or in connection with, the transfer of the Assets pursuant to this Agreement.

"Units" – as set forth in the definition of "Assets".

"Wells" – as set forth in the definition of "Assets".

"Working Interest" – with respect to any Well, the interest in and to such Well that is burdened with the obligation to bear and pay costs and expenses of maintenance, development and operations on or in connection with such Well(limited to the applicable currently producing formation as described in the definition of "Defensible Title" and subject to any reservations, limitations or depth restrictions described for such Well in Schedule 2.07(a)), but without regard to the effect of any Royalties or other burdens.

ARTICLE 2
SALE AND TRANSFER OF ASSETS; CLOSING

2.01 Assets. Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell and transfer (or shall cause to be sold and transferred) the Assets to Buyer, and Buyer shall purchase, pay for, and accept the Assets from Seller.

2.02 Purchase Price; Deposit. Subject to any adjustments that may be made under Section 2.05, the purchase price for the Assets will be $285,000,000 (the "Purchase Price"). Within one (1) Business Day after the Execution Date, Buyer will deposit by wire transfer in same day funds into an escrow account (the "Escrow Account") established pursuant to the terms of a mutually agreeable Escrow Agreement (the "Escrow Agreement") an amount equal to the Deposit Amount. The Deposit Amount shall be held by the Escrow Agent, and if the Closing timely occurs, on or before the Closing Date, the Parties shall execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to

Seller at Closing, which Deposit Amount shall be applied as a credit toward the Preliminary Amount as provided in Section 2.03. If this Agreement is terminated prior to the Closing in accordance with Section 9.01, then the provisions of Section 9.02 shall apply and the distribution of the Deposit Amount shall be governed in accordance therewith.

2.03 Closing; Preliminary Settlement Statement. The Closing shall take place at the offices of Kirkland and Ellis LLP at 609 Main Street, 45th Floor, Houston, Texas 77002, on or before November 30, 2017 (the "Scheduled Closing Date"), or if all conditions to Closing under Article 7 and Article 8 have not yet been satisfied or waived, within ten (10) Business Days after such conditions have been satisfied or waived, subject to such conditions being satisfied or waived at the Closing and subject to the provisions of Article 9. The date on which Closing occurs shall be the "Closing Date". Subject to the provisions of Articles 7, 8, and 9, failure to consummate the purchase and sale provided for in this Agreement on the date and time and at the place determined pursuant to this Section 2.03 shall not result in the termination of this Agreement and shall not relieve either Party of any obligation under this Agreement. Not later than five (5) Business Days prior to the Closing Date, Seller will deliver to Buyer a statement setting forth in reasonable detail Seller's reasonable good faith determination of the Preliminary Amount based upon the best information available at that time (the "Preliminary Settlement Statement"). Within two (2) Business Days after its receipt of the Preliminary Settlement Statement, Buyer may submit to Seller in writing any objections or proposed changes thereto and Seller shall consider all such objections and proposed changes in good faith. The estimate agreed to by Seller and Buyer, or, absent such agreement, delivered in the Preliminary Settlement Statement by Seller in accordance with this Section 2.03, will be the Preliminary Amount to be paid by Buyer to Seller at the Closing.

2.04 Closing Obligations. At the Closing:

(a) Each Seller Party shall deliver (and execute, as appropriate), or cause to be delivered (and executed, as appropriate), to Buyer:

(i) the Instruments of Conveyance in the appropriate number for recording in the real property records where the Assets are located, together with any assignments, on appropriate forms, of federal, state and Indian Leases comprising portions of the Assets, if any, in sufficient counterparts necessary to facilitate filing with the applicable Governmental Bodies;

(ii) possession of the Assets (except the Suspense Funds, which shall be conveyed to Buyer by way of one or more adjustments to the Purchase Price as provided in Section 2.05(c)(ii)(E));

(iii) a certificate, in substantially the form set forth in Exhibit G executed by an officer of such Seller Party, certifying on behalf of such Seller Party that the conditions to Closing set forth in Sections 7.01 and 7.02 have been fulfilled;

(iv) a Treasury Regulation Section 1.1445-2(b)(2) statement, certifying that such Seller Party (or its regarded owner, if such Seller Party is an entity disregarded as separate from its owner) is not a "foreign person" within the meaning of the Code;

(v) an executed counterpart of the Preliminary Settlement Statement;

(vi) a recordable release in a form reasonably acceptable to Buyer of any trust, mortgages, financing statements, fixture filings and security agreements, in each case, securing indebtedness for borrowed money made by such Seller Party or its Affiliates affecting the Assets;

(vii) a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Seller; and

(viii) such documents as Buyer or counsel for Buyer may reasonably request, including letters-in-lieu of transfer order to Third Party operators and purchasers of production from the Wells (which shall be prepared and provided by Buyer with assistance from Seller and reasonably satisfactory to Seller).

(b) Buyer shall deliver (and execute, as appropriate) to Seller or the Escrow Agent, as applicable:

(i) the Preliminary Amount (*less* the Deposit Amount and *less* any amount to be deposited with the Escrow Agent pursuant to Section 11.06(a)(ii)(A)) by wire transfer to the accounts specified by Seller in written notices given by Seller to Buyer at least two (2) Business Days prior to the Closing Date;

(ii) any amount equal to the aggregate Title Defect Value for all Title Defects not cured by Closing pursuant to Section 11.06(a)(ii)(A) by wire transfer to the Escrow Account;

(iii) the Instruments of Conveyance in the appropriate number for recording in the real property records where the Assets are located, together with any assignments, on appropriate forms, of federal, state and Indian Leases comprising portions of the Assets, if any, in sufficient counterparts necessary to facilitate filing with the applicable Governmental Bodies;

(iv) a certificate, in substantially the form set forth in Exhibit G executed by an officer of Buyer, certifying on behalf of Buyer that the conditions to Closing set forth in Sections 8.01 and 8.02 have been fulfilled;

(v) an executed counterpart of the Preliminary Settlement Statement;

(vi) evidence of replacement bonds, guarantees, and other sureties required pursuant to Section 6.03(a);

(vii) a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Seller; and

(viii) such other documents as Seller or counsel for Seller may reasonably request, including letters-in-lieu of transfer order to Third Party operators and purchasers of production from the Wells (which shall be prepared and provided by Buyer with assistance from Seller and reasonably satisfactory to Seller).

2.05 Allocations and Adjustments.

(a) If the Closing occurs:

(i) Buyer shall be entitled to all production and products from or attributable to the Assets from and after the Effective Time and the proceeds thereof, and to all other income, proceeds, receipts, and credits earned with respect to the Assets on or after the Effective Time, and shall be responsible for (and entitled to any refunds with respect to) all Property Costs attributable to the Assets and incurred from and after the Effective Time. Seller shall be entitled to all production and products from or attributable to the Assets prior to the Effective Time and the proceeds thereof, and shall be responsible for (and entitled to any refunds with respect to) all Property Costs attributable to the Assets and incurred prior to the Effective Time. “Earned” and “incurred,” as used in this Agreement, shall be interpreted in accordance with generally accepted accounting principles and Council of Petroleum Accountants Society (COPAS) standards.

(ii) Subject to the last sentence of this Section 2.05(a)(ii), if either Party receives monies belonging to the other Party, including proceeds of production, then such amount shall, within thirty (30) days after the end of the calendar month in which such amounts were received, be paid by such receiving Party to the proper Party. After the Final Settlement Date, and subject to the last sentence of this Section 2.05(a)(ii), (A) if either Party pays monies for Property Costs which are the obligation of the other Party, then such other Party shall, within thirty (30) days after the end of the calendar month in which the applicable invoice and proof of payment of such invoice were received by such other Party, reimburse the Party which paid such Property Costs, (B) if a Party receives an invoice of a Property Cost which is owed by the other Party, such Party receiving the invoice shall promptly forward such invoice to the Party obligated to pay the same, and (C) if an invoice for Property Costs is received by a Party, which is partially an obligation of both Seller and Buyer, then the Parties shall consult with each other, and each shall promptly pay its portion of such Property Costs to the obligee thereof. Notwithstanding the foregoing, any obligation of either Party to remit monies belonging to the other Party or to reimburse the other Party for monies paid for Property Costs, in each case, in accordance with this Section 2.05(a)(ii), shall not apply after the date that is one hundred eighty (180) days following the Final Settlement Date.

(b) For purposes of allocating revenues, production, proceeds, income, accounts receivable, and products under this Section 2.05, (A) liquid Hydrocarbons produced into storage facilities will be deemed to be “from or attributable to” the Wells when they pass through the pipeline connecting into the storage facilities into which they are run, and (B) gaseous Hydrocarbons and liquid Hydrocarbons produced into pipelines will be deemed to be “from or attributable to” the Wells when they pass through the receipt point sales meters

on the pipelines through which they are transported. In order to accomplish the foregoing allocation of production, the Parties shall rely upon the gauging, metering, and strapping procedures which were conducted on or about the Effective Time and, unless demonstrated to be inaccurate, shall utilize reasonable interpolating procedures to arrive at an allocation of production when exact gauging, metering, and strapping data is not available on hand as of the Effective Time.

(c) The Purchase Price shall be, without duplication,

(i) increased by the following amounts:

(A) the aggregate amount of (i) proceeds received by Buyer from the sale of Hydrocarbons produced from and attributable to the Assets during any period prior to the Effective Time to which Seller is entitled under Section 2.05(a) (net of any (x) Royalties and (y) Third Party gathering, processing, transportation and other similar midstream, marketing and other post-production costs) and (ii) other proceeds received with respect to the Assets for which Seller would otherwise be entitled under Section 2.05(a);

(B) the amount of all Asset Taxes allocable to Buyer pursuant to Section 12.02(c) but paid or otherwise economically borne by Seller (excluding, for the avoidance of doubt, any Asset Taxes that were withheld or deducted from the gross amount paid or payable to Seller in connection with a transaction to which Section 2.05(c)(ii)(A) applies, and therefore were taken into account in determining the "proceeds received" by Seller for purposes of applying Section 2.05(c)(ii)(A) with respect to such transaction);

(C) the aggregate amount of all non-reimbursed Property Costs that have been paid by Seller that are attributable to the ownership of the Assets after the Effective Time (including prepayments with respect to any period after the Effective Time, Buyer's estimate of which are set forth on Schedule 2.05(c)(i)(C));

(D) the amount of any other upward adjustment specifically provided for in this Agreement or mutually agreed upon by the Parties;

(E) to the extent that proceeds for such volumes have not been received by Seller, an amount equal to the value of all Hydrocarbons attributable to the Assets in storage or existing in stock tanks, pipelines or plants (including inventory, but excluding tank fill or line fill) as of the Effective Time;

(F) if applicable, the amount, if any, of Imbalances in favor of Seller, *multiplied by* the average realized residue natural gas price between November 2016 and April 2017 (which shall equal the quotient of (x) the amount of revenue attributable to the sale of residue natural gas during such period, *divided by* (y) the volume of net residue natural gas sales

during such period), or, to the extent that the applicable Contracts provide for cash balancing, the actual cash balance amount determined to be due to Seller as of the Effective Time; and

(ii) decreased by the following amounts:

(A) the aggregate amount of (i) proceeds received by Seller from the sale of Hydrocarbons produced from and attributable to the Assets from and after the Effective Time to which Buyer is entitled under Section 2.05(a) (net of any (x) Royalties and (y) Third Party gathering, processing, transportation and other similar midstream, marketing and post-production costs, in each case, to the extent paid by Seller and for which the Purchase Price is not adjusted hereunder or which do not constitute Assumed Liabilities) and (ii) other proceeds received by Seller with respect to the Assets for which Buyer would otherwise be entitled under Section 2.05(a);

(B) the amount of all Asset Taxes allocable to Seller pursuant to Section 12.02(c) but paid or otherwise economically borne by Buyer (excluding, for the avoidance of doubt, any Asset Taxes that were withheld or deducted from the gross amount paid or payable to Buyer in connection with a transaction to which Section 2.05(c)(i)(A) applies, and therefore were taken into account in determining the "proceeds received" by Buyer for purposes of applying Section 2.05(c)(i)(A) with respect to such transaction);

(C) the aggregate amount of all downward adjustments pursuant to Article 11;

(D) the aggregate amount of all non-reimbursed Property Costs that are attributable to the ownership of the Assets prior to the Effective Time (excluding prepayments with respect to any period after the Effective Time) and paid by Buyer;

(E) the amount of the Suspense Funds as of the Closing Date;

(F) the amount of any other downward adjustment specifically provided for in this Agreement or mutually agreed upon by the Parties; and

(G) if applicable, the amount, if any, of Imbalances owing by Seller, *multiplied by* the average realized residue natural gas price between November 2016 and April 2017 (which shall equal the quotient of (x) the amount of revenue attributable to the sale of residue natural gas during such period, *divided by* (y) the volume of net residue natural gas sales during such period), or, to the extent that the applicable Contracts provide for cash balancing, the actual cash balance amount determined to be owed by Seller as of the Effective Time.

(d) As soon as practicable after the Closing, but no later than ninety (90) days following the Closing Date, Seller shall prepare and submit to Buyer a statement (the "Final Settlement Statement") setting forth each adjustment or payment which was not finally determined as of the Closing Date and showing the values used to determine such adjustments to reflect the final adjusted Purchase Price based on actual credits, charges, receipts and other items before and after the Effective Time. Seller shall, at Buyer's request, supply available documentation in reasonable detail to support any credit, charge, receipt or other item, including all documentation used by Seller in the preparation of such statement. On or before thirty (30) days after receipt of the Final Settlement Statement, Buyer shall deliver to Seller a written report containing any changes that Buyer proposes be made to the Final Settlement Statement and an explanation of any such changes and the reasons therefor together with any supporting information (the "Dispute Notice"). During such thirty (30) day period, Buyer shall be given reasonable access to Seller's books and records relating to the matters required to be accounted for in the Final Settlement Statement. Any changes not included in the Dispute Notice shall be deemed waived. If Buyer fails to timely deliver a Dispute Notice to Seller containing changes Buyer proposes to be made to the Final Settlement Statement, the Final Settlement Statement as delivered by Seller will be deemed to be mutually agreed upon by the Parties and will, without limiting Section 12.02(c) or Buyer's right to indemnity under Section 10.02(c) for Seller Taxes, be final and binding on the Parties. Upon delivery of the Dispute Notice, the Parties shall undertake to agree with respect to any disputed amounts identified therein by the date that is one hundred fifty (150) days after the Closing Date (the "Post-Closing Date"). Except for Title Defect and Environmental Defect adjustments pursuant to Section 2.05(c)(ii)(C), which, if unresolved, shall be subject to the arbitration provisions of Section 11.15, if the Parties are still unable to agree regarding any item set forth in the Dispute Notice as of the Post-Closing Date, then the Parties shall submit to the independent accounting firm of Grant Thornton LLP (the "Accounting Expert") a written notice of such dispute along with reasonable supporting detail for the position of Buyer and Seller, respectively, and the Accounting Expert shall finally determine such disputed item in accordance with the terms of this Agreement. The Accounting Expert shall act as an expert and not an arbitrator. In determining the proper amount of any adjustment to the Purchase Price related to the disputed item, the Accounting Expert shall not increase the Purchase Price more than the increase proposed by Seller nor decrease the Purchase Price more than the decrease proposed by Buyer, as applicable. The decision of such Accounting Expert shall, without limiting Section 12.02(c) or Buyer's right to indemnity under Section 10.02(c) for Seller Taxes, be binding on the Parties, and the fees and expenses of such Accounting Expert shall be borne one-half (1/2) by Seller and one-half (1/2) by Buyer. The date upon which all adjustments and amounts in the Final Settlement Statement are agreed to (or deemed agreed to) or fully and finally determined by the Accounting Expert as set forth in this Section 2.05(d) shall be called the "Final Settlement Date," and the final adjusted Purchase Price shall be called the "Final Amount." If (a) the Final Amount is more than the Preliminary Amount, Buyer shall pay to Seller an amount equal to the Final Amount, *minus* the Preliminary Amount; or (b) the Final Amount is less than the Preliminary Amount, Seller shall pay to Buyer an amount equal to the Preliminary Amount, *minus* the Final Amount. Such payment shall be made within five (5) Business Days after the Final Settlement Date by wire transfer of immediately available funds to the accounts specified pursuant to wire instructions delivered in advance by Seller or Buyer, as applicable.

2.06 Assumption. If the Closing occurs, from and after the Closing Date, Buyer shall assume, fulfill, perform, pay, and discharge the following liabilities arising from, based upon, related to, or associated with the Assets and only to the extent not constituting Retained Liabilities (collectively, the "Assumed Liabilities") subject to Seller's indemnity obligations under Section 10.02 (further subject to the limitations and restrictions in Article 10): any and all Damages and obligations, known or unknown, allocable to the Assets prior to, at, or after the Effective Time, including any and all Damages and obligations: (a) attributable to or resulting from the use, maintenance or ownership of the Assets, regardless whether arising before, at or after the Effective Time, except for Property Costs which shall have been accounted for as provided under Section 2.05; (b) imposed by any Legal Requirement or Governmental Body relating to the Assets; (c) for plugging, abandonment, decommissioning, and surface restoration of the Assets, including oil, gas, injection, water, or other wells and all surface facilities; (d) subject to Buyer's rights and remedies set forth in Article 11 and the special warranty of Defensible Title set forth in the Instruments of Conveyance, attributable to or resulting from lack of Defensible Title to the Assets; (e) attributable to the Suspense Funds, to the extent actually received by Buyer (or for which a reduction to the Purchase Price was made); (f) attributable to the Imbalances; (g) subject to Buyer's rights and remedies set forth in Article 11, attributable to or resulting from all Environmental Liabilities relating to the Assets; (h) subject to Buyer's rights and remedies set forth in Sections 3.11, 11.02 and 11.03, related to the conveyance of the Assets to Buyer at Closing (including arising from the conveyance thereof without consent or in violation of a preferential purchase right or any maintenance of uniform interest provision); (i) attributable to or resulting from Asset Taxes to the extent attributable to periods (or portions thereof) from and after the Effective Time pursuant to Section 12.02(c) (taking into account, and without duplication of, such Asset Taxes effectively borne by Buyer as a result of (A) the adjustments to the Purchase Price made pursuant to Section 2.03, Section 2.05(c) or Section 2.05(d), as applicable, and (B) any payments made from one Party to the other in respect of Asset Taxes pursuant to Section 12.02(c)); (j) attributable to or resulting from Transfer Taxes, if any, imposed or required in connection with the sale of the Assets to Buyer or the filing or recording of all assignments related to the sale of the Assets to Buyer; (k) attributable to the Leases and the Applicable Contracts; and (l) attributable to the Assumed Litigation; *provided, however*, notwithstanding anything herein to the contrary, the Assumed Liabilities shall not include any liabilities for which Buyer is entitled to indemnification under Section 10.02. Buyer acknowledges that: (i) the Assets have been used in connection with the exploration for, and the development, production, treatment, and transportation of, Hydrocarbons; (ii) spills of wastes, Hydrocarbons, produced water, Hazardous Materials, and other materials and substances may have occurred in the past or in connection with the Assets; (iii) there is a possibility that there are currently unknown, abandoned wells, plugged wells, pipelines, and other equipment on or underneath the property underlying the Assets; and (iv) it is the intent of the Parties that, subject to the terms and conditions of this Agreement, all liability associated with the matters described in clauses (i) through (iii) above as well as any responsibility and liability to decommission, plug, or replug such wells (including the Wells) in accordance with all Legal Requirements and requirements of Governmental Bodies be passed to Buyer effective as of the Effective Time and that Buyer shall assume all responsibility and liability for such matters and all claims and demands related thereto; and subject to Buyer's rights and remedies set forth in Article 11 and with respect to the representations in Section 3.14, Buyer further acknowledges that: (I) the Assets may contain asbestos, Hazardous Materials, or NORM; (II) NORM may affix or attach

itself to the inside of wells, materials, and equipment as scale or in other forms; (III) wells, materials, and equipment located on the Assets may contain NORM; and (IV) special procedures may be required for remediating, removing, transporting, and disposing of asbestos, NORM, Hazardous Materials, and other materials from the Assets. From and after the Closing, but effective as of the Effective Time, subject to Seller's indemnity obligations under Section 10.02 (subject to the limitations and restrictions in Article 10), as between Buyer and Seller, Buyer shall assume, with respect to the Assets, all responsibility and liability for any assessment, remediation, removal, transportation, and disposal of these materials and associated activities in accordance with all Legal Requirements and requirements of Governmental Bodies.

2.07 Allocation of Purchase Price.

(a) The Purchase Price shall be allocated among the Assets as set forth in Schedule 2.07 hereto. Seller and Buyer agree to be bound by the Allocated Values set forth in Schedule 2.07 for purposes of Article 11 hereof.

(b) Seller and Buyer shall use commercially reasonable efforts to agree within thirty (30) days following the Final Settlement Date, for the purpose of making the requisite filings under Section 1060 of the Code, and the regulations thereunder, to an allocation of the Purchase Price and any liabilities assumed by Buyer under this Agreement that are treated as consideration for U.S. federal Income Tax purposes among the Assets in accordance with the asset classes set forth in Treasury Regulations Section 1.338-6 and, to the extent allowed under applicable federal income Tax law, in a manner consistent with the Allocated Values set forth on Schedule 2.07 (the "Tax Allocation"); provided, however, that if the Seller and Buyer are unable to agree on such Tax Allocation within thirty (30) days after the Final Settlement Date, then the Seller and Buyer shall each be entitled to adopt their own positions regarding the Tax Allocation. If Seller and Buyer agree to the Tax Allocation, Seller and Buyer each agrees to report, and to cause its respective Affiliates to report, consistently with the Tax Allocation, as adjusted to take into account subsequent adjustments to the Purchase Price, on all Tax Returns, including Form 8594 (Asset Acquisition Statement under Section 1060 of the Code), and neither Party shall take any position inconsistent therewith upon examination of any Tax Return, in any refund claim, in any litigation, investigation or otherwise, unless required to do so by any Legal Requirement after notice to and discussions with the other Party, or with such other Party's prior consent; provided, however, that neither Party shall be unreasonably impeded in its ability and discretion to negotiate, compromise and/or settle any Tax audit, claim or similar proceedings in connection with such allocation.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLER

Each Seller Party jointly and severally represents and warrants to Buyer as of the Execution Date and the Closing Date, the following:

3.01 Organization and Good Standing. Such Seller Party is a Delaware limited liability company, and is duly organized, validly existing, and in good standing under the laws of the State of Delaware and, where required, is duly qualified to do business and is in good

standing in each jurisdiction in which the Assets are located, with full limited liability company power and authority to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use. Such Seller Party is not a "foreign person" for purposes of Section 1445 of the Code.

3.02 Authority; No Conflict.

(a) The execution, delivery, and performance of this Agreement and the Contemplated Transactions have been duly and validly authorized by all necessary limited liability company action on the part of such Seller Party. This Agreement has been duly executed and delivered by such Seller Party and at the Closing, all instruments executed and delivered by such Seller Party at or in connection with the Closing shall have been duly executed and delivered by such Seller Party. This Agreement constitutes the legal, valid, and binding obligation of such Seller Party, enforceable against such Seller Party in accordance with its terms, except as such enforceability may be limited by a bankruptcy proceeding commenced after the Execution Date or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law). Upon execution and delivery by such Seller Party of the Instruments of Conveyance at the Closing, such Instruments of Conveyance shall constitute legal, valid and binding transfers and conveyances of the Assets. Upon the execution and delivery by such Seller Party of any other documents at the Closing (collectively with the Instruments of Conveyance, such Seller Party's "Seller Closing Documents"), such Seller Closing Documents shall constitute the legal, valid, and binding obligations of such Seller Party, enforceable against such Seller Party in accordance with their terms, except as such enforceability may be limited by a bankruptcy proceeding commenced after the Execution Date or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law).

(b) Except as set forth in Schedule 3.02(b), and assuming the receipt of all Consents and the waiver of all Preferential Purchase Rights (in each case) applicable to the Contemplated Transactions and set forth in Schedule 3.11, neither the execution and delivery of this Agreement by such Seller Party nor the consummation or performance of any of the Contemplated Transactions by such Seller Party shall, directly or indirectly (with or without notice or lapse of time):

(i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of such Seller Party, or (B) any resolution adopted by the board of directors, managers or officers of such Seller Party;

(ii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any Contract or agreement or any Legal Requirement or Order to which such Seller Party, or any of the Assets, may be subject;

(iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that relates to the Assets; or

(iv) (A) result in a default, in any material respect, or the imposition, creation or continuance of any Encumbrance upon or with respect to any of the Assets or (B) give rise to any right of termination, cancellation or acceleration under, or require any consent under, any note, bond, mortgage or indenture to which such Seller Party is a party or by which the Assets are bound, in each case except for Permitted Encumbrances.

3.03 Bankruptcy. Except for claims or matters related to the Bankruptcy Cases commenced on May 11, 2016 where the Plan of Reorganization became effective on February 28, 2017, for which the United States Bankruptcy Court for the Southern District of Texas retains limited jurisdiction, there are no bankruptcy, reorganization, receivership, or arrangement proceedings pending or being contemplated by such Seller Party or, to such Seller Party's Knowledge, Threatened, against such Seller Party. Such Seller Party is, and will be immediately after giving effect to the Contemplated Transactions, solvent.

3.04 Taxes. All material Tax Returns required to be filed by such Seller Party with respect to Asset Taxes have been timely filed and all such Tax Returns are correct and complete in all material respects. All material Asset Taxes required to be paid with respect to the Assets that are or have become due have been timely paid in full, and such Seller Party is not delinquent in the payment of any such Asset Taxes. There is not currently in effect any extension or waiver of any statute of limitations of any jurisdiction regarding the assessment or collection of any material Asset Taxes relating to the Assets. Except as set forth in Schedule 3.05, there are no liens on any of the Assets attributable to Taxes other than Permitted Encumbrances. There are no administrative or judicial proceedings by any taxing authority pending against Seller relating to or in connection with any material Asset Taxes relating to the Assets. All Tax withholding and deposit requirements imposed by applicable Legal Requirements with respect to any of the Assets have been satisfied in all material respects. No Asset is subject to any tax partnership agreement or is otherwise treated, or required to be treated, as held in an arrangement requiring a partnership income tax return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code or any similar state statute.

3.05 Legal Proceedings. Other than the Assumed Litigation and Retained Litigation, such Seller Party has not been served with any Proceeding, and there is no pending or, to such Seller Party's Knowledge, Threatened Proceeding against such Seller Party or any of its Affiliates, in each case, that (a) relates to such Seller Party's ownership of any of the Assets, or (b) challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions.

3.06 Brokers. Neither such Seller Party nor its Affiliates have incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the Contemplated Transactions other than obligations that are and will remain the sole responsibility of such Seller Party and its Affiliates.

3.07 Compliance with Legal Requirements. Except as set forth in Schedule 3.07, there is no uncured material violation by such Seller Party of any Legal Requirements (other than Environmental Laws) with respect to such Seller Party's ownership of the Assets. To such Seller Party's Knowledge, all Assets operated by Third Parties have been operated in all material respects in compliance with all applicable Legal Requirements (other than Environmental Laws). Neither such Seller Party nor any of its Affiliates has received any written notice from any Governmental Body or Third Party (including copies of any such notices provided to such Seller Party by Third Party operators) of any material violation of or material default relating to the Assets with respect to any Legal Requirement that remains unresolved.

3.08 Prepayments. Except for any Imbalances, no Seller Party nor any Third Party receiving revenues on behalf of such Seller Party has received payment under any Contract for the sale of Hydrocarbons produced from the Assets which requires delivery in the future to any party of Hydrocarbons previously paid for and not yet delivered.

3.09 Imbalances. To such Seller Party's Knowledge, except as set forth in Schedule 3.09, there are no Imbalances with respect to such Seller Party's obligations relating to the Wells as of the Effective Time.

3.10 Material Contracts. Schedule 3.10 (Part A) sets forth all Applicable Contracts of the type described below as of the Execution Date (collectively, the "Material Contracts"):

(a) any Applicable Contract that is a Hydrocarbon purchase and sale, transportation, gathering, treating, processing, compression, marketing or similar Applicable Contract that is not terminable by such Seller Party without penalty on sixty (60) days' or less notice;

(b) any Applicable Contract that can reasonably be expected to result in aggregate payments or receipts of revenue by such Seller Party of more than One Hundred Thousand Dollars ($100,000) (net to such Seller Party's interest) during the current or any subsequent fiscal year or more than One Million Dollars ($1,000,000) in the aggregate net to such Seller Party's interest over the term of such Applicable Contract (based on the terms thereof and contracted (or if none, current) quantities where applicable);

(c) any Applicable Contract that is an indenture, mortgage, deed of trust, loan, credit agreement, sale-leaseback, guaranty of any obligation, bond, letter of credit, security interest, hedging, or similar financial Contract;

(d) any Applicable Contract that constitutes a partnership agreement, joint venture agreement, area of mutual interest agreement, non-compete agreement, joint exploration agreement, joint development agreement, joint operating agreement, farmin or farmout agreement, carry agreement, net profits interest agreement, participation agreement, production sharing agreement, unit agreement, purchase and sale agreement, exchange agreement or similar Contract where any material obligation (excluding any ongoing confidentiality, indemnity and/or remediation obligation) has not been completed prior to the Effective Time (in each case, excluding any tax partnership);

(e) any Applicable Contract that provides for a call upon, option to purchase or similar right under any agreements with respect to the Hydrocarbons from the Assets;

(f) any Applicable Contract that provides for an irrevocable power of attorney that will be in effect after the Closing Date;

(g) any Applicable Contract that provides for, as its primary purpose, an indemnity;

(h) any Applicable Contract between such Seller Party and any Affiliate of such Seller Party or among two or more Seller Parties;

(i) any Applicable Contract for the sale, lease, farmout, or exchange of Seller's interest in the Assets; and

(j) any Applicable Contract that is (or the primary purpose of which is) a confidentiality agreement, remediation agreement or indemnification agreement (but excluding any Applicable Contract that contains non-material confidentiality, remediation and/or indemnification provisions in the ordinary course of business that are ancillary to the principal purpose of such Applicable Contract).

Neither such Seller Party, nor to the Knowledge of such Seller Party, any other party is in material breach of or in default under any Material Contract, and no event, occurrence, condition or act has occurred that, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a material breach, default or event of default by such Seller Party or, to the Knowledge of such Seller Party, any other party thereto, in each case except as set forth in Schedule 3.10 (Part A). Except as set forth in Schedule 3.10 (Part A), such Seller Party has not received, and to such Seller Party's Knowledge, no Third Party operator has received, any notice from a Third Party alleging a violation or breach of any Material Contract by such Seller Party. Except as set forth in Schedule 3.10 (Part A), there are no Contracts with Affiliates of such Seller Party, Hedge Contracts or Debt Contracts that will be binding on the Assets after Closing. Prior to the Execution Date, other than the Material Contracts described on Schedule 3.10 (Part B) (*provided* that Seller shall use commercially reasonable efforts to cause true and complete copies of such Material Contracts to be delivered to Buyer prior to Closing), Seller has delivered to Buyer true and complete copies of each Material Contract and any and all substantive amendments thereto. Except as set forth in Schedule 3.10 (Part C), and assuming the receipt of all Consents and the waiver of all Preferential Purchase Rights (in each case) applicable to the Contemplated Transactions and set forth in Schedule 3.11, neither the execution and delivery of this Agreement by such Seller Party nor the consummation or performance of any of the Contemplated Transactions by such Seller Party shall, directly or indirectly (with or without notice or lapse of time), give rise to any right of termination, cancellation or acceleration under, or require any consent under, any of the terms, conditions or provisions of any Applicable Contract, or other Contract to which such Seller Party is a party or by which the Assets are bound, in each case except for Permitted Encumbrances.

3.11 Consents and Preferential Purchase Rights. To such Seller Party's Knowledge, except as set forth in Schedule 3.11, none of the Assets is subject to any Preferential Purchase Rights or Consents required to be obtained by such Seller Party which may be applicable to the

Contemplated Transactions, except for (a) Consents and approvals of Governmental Bodies that are customarily obtained after Closing and (b) Contracts that are terminable by such Seller Party upon not greater than thirty (30) days' notice without payment of any fee.

3.12 Permits. To such Seller Party's Knowledge, except as set forth in Schedule 3.12, (a) each applicable Third Party operator has acquired all material Permits from appropriate Governmental Bodies to conduct operations on the Assets in material compliance with all applicable Legal Requirements; (b) all such Permits are in full force and effect and no Proceeding is pending or Threatened, to suspend, revoke or terminate any such Permit or declare any such Permit invalid; and (c) such Third Party operator is in compliance in all material respects with all such Permits.

3.13 Current Commitments. Schedule 3.13 sets forth, as of the Execution Date, all approved authorizations for expenditures and other approved capital commitments, individually equal to or greater than Five Hundred Thousand Dollars ($500,000) (based on one hundred percent (100%) of the Working Interest in the underlying asset) (the "AFEs") relating to the Assets to drill or rework any Wells or for other capital expenditures for which all of the activities anticipated in such AFEs have not been completed by the Execution Date.

3.14 Environmental Laws. Except as disclosed on Schedule 3.14, (a) there are no actions, suits or proceedings pending, or to such Seller Party's Knowledge, threatened in writing, before any Governmental Body with respect to the Assets alleging material violations of, or material liabilities under, Environmental Laws, or claiming remediation obligations, and (b) such Seller Party has received no notice from any Governmental Body or, with respect only to unresolved environmental matters, any other Person (including copies of any such notices provided to such Seller Party by Third Party operators) of any alleged or actual material violation or non-compliance with, or material liability under, any Environmental Law or of material non-compliance with the terms or conditions of any environmental permits, arising from, based upon, associated with or related to the Assets or the ownership or operation of any thereof.

3.15 Wells. Except as disclosed on Schedule 3.15, to such Seller Party's Knowledge, (a) no Well is subject to material penalties on allowable production after the Effective Time because of any overproduction, and (b) there are no Wells (i) that the applicable operator is obligated by applicable Legal Requirements or contract to plug or abandon, (ii) that have been plugged, dismantled or abandoned in a manner that does not comply in all material respects with Legal Requirements, or (iii) that are currently subject to exceptions to a requirement to plug or abandon issued by a Governmental Body.

3.16 Leases. Such Seller Party has not received any written notice from any lessor (including copies of any such notices provided to such Seller Party by Third Party operators) under any of the Leases seeking to terminate, cancel or rescind any Lease, and such Seller Party has not received any written notice from any lessor under any of the Leases (including copies of any such notices provided to such Seller Party by Third Party operators) alleging any unresolved material default under any Lease. Such Seller Party is not and, to the Knowledge of such Seller Party, no other party to any Lease is, in material breach of the terms, provisions or conditions of the Leases. Assuming the receipt of all Consents and the waiver of all Preferential Purchase Rights (in each case) applicable to the Contemplated Transactions and set forth in Schedule 3.11,

neither the execution and delivery of this Agreement by such Seller Party nor the consummation or performance of any of the Contemplated Transactions by such Seller Party shall, directly or indirectly (with or without notice or lapse of time), give rise to any right of termination, cancellation or acceleration under, or require any consent under, any of the terms, conditions or provisions of any Lease, in each case except for Permitted Encumbrances.

3.17 Non-Consent Operations. Except as disclosed on Schedule 3.17, no operations are being conducted or have been conducted on the Assets with respect to which such Seller Party has elected to be a nonconsenting party under the applicable operating agreement and with respect to which such Seller Party's rights have not yet reverted to it.

3.18 Guarantees. Schedule 3.18 is a complete and accurate list of all material bonds, letters of credit and guarantees posted or entered into by such Seller Party in connection with the ownership of the Assets.

3.19 Suspense Funds. Schedule 3.19 lists all Suspense Funds held in suspense by such Seller Party or its Affiliates as of the date set forth in such Schedule.

3.20 Acreage Dedication or Volume Commitment. There is no Contract to which such Seller Party is a party or is bound that relates to any Asset and contains an acreage or production dedication, minimum volume commitment or similar arrangement.

3.21 Knowledge Qualifier for Non-Operated Assets. To the extent that such Seller Party has made any representations or warranties in Section 3.09, 3.10, 3.12, 3.15, 3.16, 3.17, or 3.19 in connection with matters relating to Non-Operated Assets, each and every such representation and warranty shall be deemed to be qualified by the phrase, "To such Seller Party's Knowledge."

3.22 Disclosures with Multiple Applicability; Materiality. If any fact, condition, or matter disclosed in Seller's disclosure Schedules applies to more than one Section of this Article 3, a single disclosure of such fact, condition, or matter on Seller's disclosure Schedules shall constitute disclosure with respect to all sections of this Article 3 to which such fact, condition, or other matter applies to the extent reasonably apparent on the face of Seller's disclosure Schedules, regardless of the section of Seller's disclosure Schedules in which such fact, condition, or other matter is described. Inclusion of a matter on Seller's disclosure Schedules with respect to a representation or warranty that is qualified by "material" or any variant thereof shall not necessarily be deemed an indication that such matter is, or may be, material. Matters may be disclosed on a Schedule to this Agreement for purposes of information only.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, as of the Execution Date and the Closing Date, the following:

4.01 Organization and Good Standing. Buyer is a limited liability company and duly organized, validly existing, and in good standing under the laws of Delaware, and as of the Closing will be duly qualified to do business and in good standing in each jurisdiction in which such qualification is required by applicable Legal Requirements to own the Assets.

4.02 Authority; No Conflict.

(a) This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Upon the execution and delivery by Buyer of the Instruments of Conveyance and any other documents executed and delivered by Buyer at the Closing (collectively, "Buyer's Closing Documents"), Buyer's Closing Documents shall constitute the legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Buyer has all necessary right, power, authority, and capacity to execute and deliver this Agreement and Buyer's Closing Documents, and to perform its obligations under this Agreement and Buyer's Closing Documents.

(b) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer shall give any Person the right to prevent, delay, or otherwise interfere with any of the Contemplated Transactions.

(c) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer shall (i) contravene, conflict with, or result in a violation of any provision of the Organizational Documents of Buyer, (ii) contravene, conflict with, or result in a violation of any resolution adopted by the board of managers, or members of Buyer, or (iii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any agreement or any Legal Requirement or Order to which Buyer may be subject.

(d) Buyer is not and shall not be required to give any notice to or obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

4.03 Certain Proceedings. There is no Proceeding pending against Buyer that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To Buyer's Knowledge, no such Proceeding has been Threatened.

4.04 Knowledgeable Investor. Buyer is an experienced and knowledgeable investor in the oil and gas business. Prior to entering into this Agreement, Buyer was advised by its own legal, tax, and other professional counsel concerning this Agreement, the Contemplated

Transactions, the Assets, and their value, and it has relied solely thereon and on the representations and obligations of Seller in this Agreement and the documents to be executed by Seller in connection with this Agreement at the Closing. Buyer is acquiring the Assets for its own account and not for sale or distribution in violation of the Securities Act of 1933, as amended, the rules and regulations thereunder, any applicable state blue sky laws, or any other applicable Legal Requirements.

4.05 Qualification. Buyer is an "accredited investor," as such term is defined in Regulation D of the Securities Act of 1933, as amended. Buyer is not acquiring the Assets in connection with a distribution or resale thereof in violation of federal or state securities laws and the rules and regulations thereunder. Buyer is, or as of the Closing will be, qualified under applicable Legal Requirements to hold leases, rights-of-way, and other rights issued or controlled by (or on behalf of) any applicable Governmental Body and will be qualified under applicable Legal Requirements to own the Assets. Buyer has, or as of the Closing will have, posted or submitted for approval such bonds as may be required for the ownership or, where applicable, operatorship by Buyer of the Assets. To Buyer's Knowledge, no fact or condition exists with respect to Buyer or the Assets which may cause any Governmental Body to withhold its approval of the Contemplated Transactions.

4.06 Brokers. Neither Buyer nor its Affiliates have incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the Contemplated Transactions other than obligations that are or will remain the sole responsibility of Buyer and its Affiliates.

4.07 Financial Ability. Buyer has sufficient cash, available lines of credit, or other sources of immediately available funds to enable it to (a) deliver the amounts due at the Closing, (b) take such actions as may be required to consummate the Contemplated Transactions, and (c) timely pay and perform Buyer's obligations under this Agreement and Buyer's Closing Documents. Buyer expressly acknowledges that its having sufficient funds shall in no event be a condition to Buyer's performance of its obligations hereunder, and in no event shall the Buyer's failure to perform its obligations hereunder be excused by failure to receive funds from any source.

4.08 Securities Laws. The solicitation of offers and the sale of the Assets by Seller have not been registered under any securities laws. At no time has Buyer been presented with or solicited by or through any public promotion or any form of advertising in connection with the Contemplated Transactions. Buyer is not acquiring the Assets with the intent of distributing fractional, undivided interests that would be subject to regulation by federal or state securities laws, and if it sells, transfers, or otherwise disposes of the Assets or fractional undivided interests therein, it shall do so in compliance with applicable federal and state securities laws.

4.09 Due Diligence. Without limiting or impairing any representation, warranty, covenant or agreement of Seller contained in this Agreement and the Seller Closing Documents, or Buyer's right to rely thereon, subject to Buyer's rights to access the Assets to conduct a due diligence review in accordance with this Agreement, at Closing, Buyer and its Representatives have (a) been permitted access to materials relating to the Assets, (b) been afforded the opportunity to ask all questions of Seller (or Seller's Representatives) concerning the Assets,

(c) been afforded the opportunity to investigate the condition of the Assets, and (d) had the opportunity to take such other actions and make such other independent investigations as Buyer deems necessary to evaluate the Assets and understand the merits and risks of an investment therein and to verify the truth, accuracy, and completeness of the materials, documents, and other information provided or made available to Buyer (whether by Seller or otherwise). **WITHOUT LIMITING OR IMPAIRING ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT OF THE SELLER PARTIES CONTAINED IN THIS AGREEMENT AND THE SELLER CLOSING DOCUMENTS (INCLUDING THE SPECIAL WARRANTY OF DEFENSIBLE TITLE SET FORTH IN THE INSTRUMENTS OF CONVEYANCE), OR BUYER'S RIGHT TO RELY UPON EACH OF THE FOREGOING OR BUYER'S RIGHTS UNDER ARTICLE 11, BUYER HEREBY WAIVES ANY CLAIMS ARISING OUT OF ANY MATERIALS, DOCUMENTS, OR OTHER INFORMATION PROVIDED OR MADE AVAILABLE TO BUYER (WHETHER BY SELLER OR OTHERWISE), WHETHER UNDER THIS AGREEMENT, AT COMMON LAW, BY STATUTE, OR OTHERWISE.**

4.10 Basis of Buyer's Decision. By reason of Buyer's knowledge and experience in the evaluation, acquisition, and operation of oil and gas properties, Buyer has evaluated the merits and the risks of purchasing the Assets from Seller and has formed an opinion based solely on Buyer's knowledge and experience, Buyer's due diligence, and Seller's representations, warranties, covenants, and agreements contained in this Agreement and the Seller Closing Documents, and not on any other representations or warranties by Seller. Buyer has not relied and shall not rely on any statements by Seller or its Representatives (other than those representations, warranties, covenants, and agreements of Seller contained in this Agreement and the Seller Closing Documents) in making its decision to enter into this Agreement or to close the Contemplated Transactions. **BUYER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC") NOR ANY OTHER GOVERNMENTAL BODY HAS PASSED UPON THE ASSETS OR MADE ANY FINDING OR DETERMINATION AS TO THE FAIRNESS OF AN INVESTMENT IN THE ASSETS OR THE ACCURACY OR ADEQUACY OF THE DISCLOSURES MADE TO BUYER, AND, EXCEPT AS SET FORTH IN ARTICLE 9, BUYER IS NOT ENTITLED TO CANCEL, TERMINATE, OR REVOKE THIS AGREEMENT, WHETHER DUE TO THE INABILITY OF BUYER TO OBTAIN FINANCING OR PAY THE PURCHASE PRICE, OR OTHERWISE.**

4.11 Business Use, Bargaining Position. Buyer is purchasing the Assets for commercial or business use. Buyer has sufficient knowledge and experience in financial and business matters that enables it to evaluate the merits and the risks of transactions such as the Contemplated Transactions, and Buyer is not in a significantly disparate bargaining position with Seller. Buyer expressly acknowledges and recognizes that the price for which Seller has agreed to sell the Assets and perform its obligations under the terms of this Agreement has been predicated upon the inapplicability of the Texas Deceptive Trade Practices – Consumer Protection Act, V.C.T.A. BUS & COMM ANN. § 17.41 et seq. (the "DTPA"), to the extent applicable, or any similar Legal Requirement. **BUYER FURTHER RECOGNIZES THAT SELLER, IN DETERMINING TO PROCEED WITH ENTERING INTO THIS AGREEMENT, HAS EXPRESSLY RELIED ON THE PROVISIONS OF THIS ARTICLE 4.**

4.12 Bankruptcy. There are no bankruptcy, reorganization, receivership, or arrangement proceedings pending or being contemplated by Buyer or, to Buyer's Knowledge, Threatened against Buyer. Buyer is, and will be immediately after giving effect to the Contemplated Transactions, solvent.

ARTICLE 5
COVENANTS OF SELLER

5.01 Access and Investigation.

(a) Between the Execution Date and the Defect Notice Date, to the extent doing so would not violate applicable Legal Requirements, Seller's obligations to any Third Party or other restrictions on Seller, Seller shall (i) afford Buyer and its Representatives access, at such times as Buyer may reasonably request upon at least 24 hours' prior written notice, during Seller's regular hours of business, to reasonably appropriate Seller's personnel, any contracts, books and Records, and other documents and data related to the Assets, except any such contracts, books and records, or other documents and data to the extent they are Excluded Assets, and (ii) promptly furnish Buyer and its Representatives, at Buyer's sole cost and expense, with electronic copies (to the extent electronic copies are maintained in Seller's ordinary course of business or otherwise already exist) of all such contracts, books and Records, and other existing documents and data related to the Assets as Buyer and its Representatives may reasonably request, except for any such contracts, books and records, or other documents and data to the extent they are Excluded Assets (and upon Buyer's request, Seller shall use reasonable efforts to obtain the consent of Third Party operators to give Buyer and its Representatives reasonable access to similar information with respect to Assets not operated by Seller or its Affiliates; *provided* that Seller shall not be required to make payments or undertake obligations in favor any Third Parties in order to obtain such consent); ***PROVIDED*** **THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER MAKES NO REPRESENTATION OR WARRANTY, AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE DOCUMENTS, INFORMATION, BOOKS, RECORDS, FILES, AND OTHER DATA THAT IT MAY PROVIDE OR DISCLOSE TO BUYER**.

(b) Notwithstanding the provisions of Section 5.01(a), (i) Buyer's investigation shall be conducted in a manner that reasonably minimizes interference with the operations of the business of Seller and any applicable Third Parties, and (ii) subject to Section 11.09, Buyer's right of access shall not entitle Buyer to operate equipment or conduct subsurface or other invasive testing or sampling. Environmental review shall not exceed the review contemplated by a Phase I Environmental Site Assessment without Seller's prior written permission, which may be withheld in Seller's sole discretion.

(c) Buyer acknowledges that, pursuant to its right of access to the Records and the Assets, Buyer will become privy to confidential and other information of Seller and Seller's Affiliates and the Assets and that such confidential information shall be held confidential by Buyer and Buyer's Representatives in accordance with the terms of the Confidentiality Agreement. If the Closing should occur, the foregoing confidentiality restriction on Buyer, including the Confidentiality Agreement, shall terminate (except as to the Excluded Assets); *provided* that such termination of the Confidentiality Agreement shall not relieve any party thereto from any liability thereunder for the breach of such agreement prior to the Execution Date.

5.02 Ownership of the Assets. Except as set forth on Schedule 5.02, or as required by applicable Legal Requirements, between the Execution Date and the Closing, Seller shall operate its business with respect to its ownership of the Assets in the ordinary course, and, without limiting the generality of the preceding, shall:

(a) not transfer, sell, hypothecate, Encumber, or otherwise dispose of any of the Assets, except for sales of Hydrocarbons, equipment and inventory in the ordinary course of business;

(b) subject to clause (k) below, not abandon any Asset (except the abandonment or expiration of Leases in accordance with their terms, including with respect to leases not capable of producing in paying quantities after the expiration of their primary terms or for failure to pay delay rentals or shut-in royalties or similar types of lease maintenance payments);

(c) not propose, or agree to participate in any single operation with respect to the Wells or Leases with an anticipated cost in excess of Five Hundred Thousand Dollars ($500,000) (based on one hundred percent (100%) of the Working Interest in the underlying asset), except for any emergency operations otherwise conducted in compliance with this Agreement;

(d) not execute, terminate, cancel, extend, or materially amend or modify any Material Contract and not execute, terminate, cancel, or materially amend or modify any Lease, other than the execution or extension of a Contract for the sale, exchange, transportation, gathering, treating, or processing of Hydrocarbons terminable without penalty on sixty (60) days' or shorter notice;

(e) not make any election (or fail to make an election, the result of which is) to go non-consent with respect to any of the Assets, unless Buyer fails to provide consent under clause (c);

(f) not waive, release, assign, settle or compromise any Proceeding, material right or claim relating to the Assets, other than the Retained Liabilities or waivers, releases, assignments, settlements or compromises that involve only the payment of monetary damages not in excess of Thirty-Five Thousand Dollars ($35,000) individually (excluding amounts to be paid under insurance policies);

(g) not take, nor permit any of its Affiliates (or authorize any investment banker, financial advisor, attorney, accountant or other Person retained by, acting for or on behalf of Seller or any such Affiliate) to take, directly or indirectly, any action to solicit, or negotiate, any offer from any Person concerning the direct or indirect acquisition of the Assets by any Person other than Buyer or its Affiliates except for sales of Hydrocarbons, equipment and inventory in the ordinary course of business;

(h) not form or create or object to the formation or creation by Buyer of any drilling unit applicable to the Assets;

(i) not enter into any agreement with respect to any of the foregoing;

(j) provide Buyer copies of AFEs with respect to the Assets promptly after receipt by Seller;

(k) use commercially reasonable efforts to keep Buyer apprised of any drilling, re-drilling or completion operations proposed or conducted with respect to the Assets; and

(l) pay (or cause to be paid) any and all Asset Taxes that could result in an Encumbrance (other than a Permitted Encumbrance) with respect to the Assets that become due and payable prior to the Closing Date.

Buyer acknowledges that Seller owns undivided interests in certain of the properties comprising the Assets, and Buyer agrees that the acts or omissions of the other working interest owners who are not Seller or an Affiliate of Seller shall not constitute a Breach of the provisions of this Section 5.02, nor shall any action required by a vote of working interest owners constitute such a Breach so long as Seller or its Affiliate has voted its interest in a manner that complies with the provisions of this Section 5.02. Further, no action or inaction of any Third Party operator with respect to any Asset shall constitute a Breach of this Section 5.02 to the extent Seller uses commercially reasonable efforts to cause such Third Party operator to operate such applicable Asset in a manner consistent with this Section 5.02. Seller shall seek Buyer's approval to perform any action that would otherwise be restricted by this Section 5.02, and Buyer's approval of any such action shall not be unreasonably withheld, conditioned, or delayed, and shall be considered granted ten (10) days (unless a shorter time is reasonably required by the circumstances and such shorter time is specified in Seller's notice) after delivery of notice from Seller to Buyer requesting such consent unless Buyer notifies Seller to the contrary during such ten (10)-day period. Notwithstanding the foregoing provisions of this Section 5.02, in the event of an emergency involving imminent threat to property or life, Seller may take such action as reasonably necessary and shall notify Buyer of such action promptly thereafter. Any matter approved (or deemed approved) by Buyer pursuant to this Section 5.02 that would otherwise constitute a Breach of one of Seller's representations and warranties in Article 3 shall be deemed to be an exclusion from all representations and warranties for which it is relevant.

5.03 Insurance. Seller shall maintain in force during the period from the Execution Date until the Closing, all of Seller's insurance policies (including qualified self insurance) pertaining to the Assets in the amounts and with the coverages currently maintained by Seller. The daily pro-rated annual premiums for Third Party insurance set forth on Schedule 5.03 that accrue after the Effective Time and are attributable to the insurance coverage for the period after the Effective Time until the Closing will constitute Property Costs.

5.04 Consent and Waivers. Seller shall use commercially reasonable efforts to obtain prior to the Closing written waivers of all Preferential Purchase Rights and all Consents necessary for the transfer of the Assets to Buyer; *provided* that in the event Seller is unable to obtain all such waivers of Preferential Purchase Rights and Consents after using such commercially reasonable efforts, such failure to satisfy shall not constitute a Breach of this Agreement. Seller shall not be required to make any payments to, or undertake any obligations for the benefit of, the holders of such rights in order to obtain the Required Consents. Buyer shall reasonably cooperate with Seller in seeking to obtain such Consents.

5.05 Amendment to Schedules. Until the fifth (5th) Business Day before Closing, Seller shall have the right (but not the obligation) to supplement the Schedules relating to the representations and warranties set forth in Article 3 with respect to any matters that first occur subsequent to the Execution Date. Except to the extent such updates are a direct result of actions taken with Buyer's consent pursuant to Section 5.02, prior to Closing, any such supplement shall not be considered for purposes of determining if Buyer's Closing conditions have been met under Section 7.01 or for determining any remedies available under this Agreement.

5.06 Affiliate Contracts. Seller will terminate or cause its respective Affiliates to terminate, effective as of the Closing Date, any contracts or agreements between Seller and its Affiliates insofar and only insofar as such contracts or agreements relate to or bind the Assets.

5.07 Stipulation and Agreed Order. Prior to Closing, Seller (or its applicable Affiliate or predecessor) shall cause the Stipulation and Agreed Order to be amended or supplemented such that Exhibit 1 to the Stipulation and Agreed Order properly and accurately reflects all of the federal Leases (including the lots associated with such Leases) identified on Exhibit A.

ARTICLE 6
OTHER COVENANTS

6.01 Notification and Cure. Between the Execution Date and the Closing Date, Buyer shall promptly notify Seller in writing and Seller shall promptly notify Buyer in writing if Seller or Buyer, as applicable, obtains Knowledge following the Execution Date of any Breach, in any material respect, of its or the other Party's representations and warranties or covenants, in any material respect; *provided* that failure to provide such notice shall not limit a Party's rights or remedies under this Agreement with respect to such Breach. If any of Buyer's or Seller's representations or warranties are untrue or shall become untrue in any material respect between the Execution Date and the Closing Date, or if any of Buyer's or Seller's covenants or agreements to be performed or observed prior to or on the Closing Date shall not have been so performed or observed in any material respect, and such Breach of representation, warranty, covenant or agreement shall (if curable) be fully cured by the Closing (or, if the Closing does not occur, by the Outside Date), then such Breach shall be considered not to have occurred for all purposes of this Agreement.

6.02 Intentionally Omitted.

6.03 Replacement of Insurance, Bonds, Letters of Credit, and Guaranties.

(a) The Parties understand that none of the insurance currently maintained by Seller or Seller's Affiliates covering the Assets, nor any of the bonds, letters of credit, or guaranties, if any, posted by Seller or Seller's Affiliates with Governmental Bodies or co-owners and relating to the Assets will be transferred to Buyer. On or before the Closing Date, Buyer shall obtain, and deliver to Seller evidence of, all necessary replacement bonds, letters of credit, and guaranties, and evidence of such other authorizations, qualifications, and approvals, in each case set forth on Schedule 3.18 and necessary for Buyer to own the Assets.

(b) Promptly (but in no event later than thirty (30) days) after Closing, Buyer shall, at its sole cost and expense, make all filings with Governmental Bodies necessary to assign and transfer the Assets and title thereto and to comply with applicable Legal Requirements, and Seller shall reasonably assist Buyer with such filings.

6.04 Governmental Reviews. Seller and Buyer shall (and shall cause their respective Affiliates to), in a timely manner, make all other required filings (if any) with, prepare applications to, and conduct negotiations with Governmental Bodies as required to consummate the Contemplated Transactions. Each Party shall, to the extent permitted pursuant to applicable Legal Requirements, cooperate with and use all reasonable efforts to assist the other with respect to such filings, applications and negotiations. Buyer shall bear the cost of all filing or application fees payable to any Governmental Body with respect to the Contemplated Transactions, regardless of whether Buyer, Seller, or any Affiliate of any of them is required to make the payment.

6.05 Intentionally Omitted**.**

6.06 Financing Matters.

(a) Assistance with Financing. Prior to the Closing Date, Seller shall provide, and shall use its commercially reasonable efforts to cause its Affiliates and its and their respective Representatives to provide, Buyer such cooperation as may be reasonably requested by Buyer with respect to the Debt Financing at such times and in such manner as does not materially and adversely interfere with operations of Seller and the Assets; *provided* that any information requested by Buyer is reasonably available to Seller or any of its Affiliates or its or their respective Representatives.

(b) Financial Information.

(i) Until the date that is six months following the Closing Date, Seller shall use its commercially reasonable efforts to cooperate with Buyer and its independent auditor ("Buyer's Auditor") in Buyer's preparation, at the sole cost and expense of Buyer, of the Special Financial Statements (as defined below), in such form that such statements and the notes thereto can be audited (in the case of the Annual Financial Statements (as defined below)) or reviewed (in the case of the Interim Financial Statements (as defined below)) by Buyer's Auditor. The "Special Financial Statements" shall refer to (A) statements of revenues over direct operating expenses attributable to the Assets for the fiscal years ended December 31, 2017, 2016 and 2015 (the "Annual Financial Statements") and (B) statements of revenues over direct operating expenses attributable to the Assets for the nine months ended September 30, 2017 (the "Interim Financial Statements"). The Special Financial Statements will be prepared in accordance with GAAP and any requirements of the Securities Act of 1933, as amended, and any rules or regulations promulgated thereunder. The Annual Financial Statements shall include the required oil and gas disclosures, including estimates of quantities of proved reserves as of, and a reconciliation of proved oil and gas reserves for, each of the fiscal years ended December 31, 2017, 2016 and 2015,

and the standardized measure of discounted future net cash flows as of, and a reconciliation of the standardized measure of future discounted cash flows for, each of the fiscal years ended December 31, 2017, 2016 and 2015. Until the date that is six months following the Closing Date, (A) Seller shall provide Buyer, its Representatives, and Buyer's Auditor with reasonable access to its personnel, its auditor and its Affiliates necessary for the preparation and audit of the Special Financial Statements; and (B) Seller agrees to provide, and will use its commercially reasonable efforts to cause its Affiliates to provide, at Buyer's sole cost and expense, information from, and reasonable access to, its accounting records to the extent required to prepare any pro forma financial statements of Buyer that include pro forma adjustments with respect to Seller or the Assets, which may be required in any reports, registration statements and other filings to be made by Buyer or any of its Affiliates with the SEC pursuant to the Securities Act of 1933, as amended, and the rules and regulations thereunder or the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (such reports, registration statements and other filings, the "SEC Filings").

(ii) In the event the SEC requires financial statements in respect of the Assets that vary in form or content from, or in the periods covered by, the Special Financial Statements ("Alternative Financial Statements"), Seller shall, at the sole cost and expense of Buyer, use its commercially reasonable efforts to cooperate with Buyer in the preparation and auditing or review of such financial statements.

(iii) Notwithstanding anything to the contrary, (A) Seller shall in no event be required to create new records relating to the Assets or Special Financial Statements, (B) the access to be provided to Buyer, its Representatives, and Buyer's Auditor shall not interfere with Seller's ability to prepare its own financial statements or its regular conduct of business and shall be made available during Seller's normal business hours and (C) such cooperation shall not include any actions that Seller reasonably believes would result in a violation of any material agreement or any confidentiality arrangement or the loss of any legal or other applicable privilege. All non-public or otherwise confidential information regarding Seller obtained by Buyer, its Representatives, or Buyer's Auditor shall be kept confidential for a period of one year from such disclosure in accordance with the terms of the Confidentiality Agreement as if the Confidentiality Agreement were still in effect.

(c) Costs and Expenses. Buyer shall promptly, upon request by Seller, reimburse Seller for all reasonable and documented out-of-pocket costs and expenses incurred by Seller in connection with its cooperation contemplated by this Section 6.06. Except in the case of actual fraud, (i) all of the information provided by Seller pursuant to this Section 6.06 is given without any representation or warranty, express or implied, and (ii) in no event will Seller or its Affiliates or Representatives have any liability of any kind or nature to Buyer, its Financing Sources or any other Person arising or resulting from the cooperation provided in this Section 6.06 or any use of any information provided by Seller or its Affiliates or Representatives pursuant to this Section 6.06. Without affecting Buyer's rights under this Agreement, Buyer shall indemnify and hold harmless the Seller

Group from and against any and all Damages suffered or incurred by any of them in connection with the arrangement of the Debt Financing and any information provided by Seller to Buyer pursuant to this Section 6.06; *provided*, *however*, that Buyer shall not be required to indemnify and hold harmless the Seller Group to the extent that such Damages arise from or are related to actual fraud by any member of the Seller Group.

ARTICLE 7
CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

7.01 Accuracy of Representations. All of Seller's representations and warranties in this Agreement must have been true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Execution Date, and must be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Closing Date as if made on the Closing Date, other than any such representation and warranty that refers to a specified date, which need only be true and correct in all material respects (or, if qualified by materiality, true and correct in all respects) on and as of such specified date.

7.02 Seller's Performance**.** All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

7.03 No Proceedings. Since the Execution Date, there must not have been commenced or Threatened against Seller, or against any of Seller's Affiliates, any Proceeding (other than any matter initiated by Buyer or its Affiliates) seeking to restrain, enjoin, or otherwise prohibit or make illegal, or seeking to recover material damages on account of, any of the Contemplated Transactions.

7.04 No Orders. On the Closing Date, there shall be no Order pending or remaining in force of any Governmental Body having appropriate jurisdiction that attempts to restrain, enjoin, or otherwise prohibit the consummation of the Contemplated Transactions, or that grants material damages in connection therewith.

7.05 Necessary Consents and Approvals. All Consents from Governmental Bodies and all approvals from Governmental Bodies required for the Contemplated Transactions, except Consents and approvals of assignments by Governmental Bodies that are customarily obtained after closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

7.06 Intentionally Omitted.

7.07 Closing Deliverables**.** Seller shall have delivered (or be ready, willing and able to deliver at the Closing) to Buyer the documents and other items required to be delivered by Seller under Section 2.04(a).

7.08 Title Defect Values, Environmental Defect Values, etc. The sum of (a) all Title Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible (*less* the sum of all Title Benefit Values asserted by Seller in good faith), *plus* (b) the Aggregate Environmental Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible, *plus* (c) the aggregate downward Purchase Price adjustments under Section 11.02, *plus* (d) the aggregate downward Purchase Price adjustments under Section 11.03, *plus* (e) the aggregate amount of all Casualty Losses (as determined by Buyer acting in good faith and net to Seller's interest) shall be less than or equal to twenty percent (20%) of the unadjusted Purchase Price.

ARTICLE 8
CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

Seller's obligation to sell the Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller, in whole or in part):

8.01 Accuracy of Representations. All of Buyer's representations and warranties in this Agreement must have been true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Execution Date, and must be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Closing Date as if made on the Closing Date, other than any such representation and warranty that refers to a specified date, which need only be true and correct in all material respects (or, if qualified by materiality, true and correct in all respects) on and as of such specified date.

8.02 Buyer's Performance**.** All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

8.03 No Proceedings. Since the Execution Date, there must not have been commenced or Threatened against Buyer or against any of its Affiliates, any Proceeding (other than any matter initiated by Seller or an Affiliate of Seller) seeking to restrain, enjoin, or otherwise prohibit or make illegal, or seeking to recover material damages on account of, any of the Contemplated Transactions.

8.04 No Orders. On the Closing Date, there shall be no Order pending or remaining in force of any Governmental Body having appropriate jurisdiction that attempts to restrain, enjoin, or otherwise prohibit the consummation of the Contemplated Transactions, or that grants material damages in connection therewith.

8.05 Necessary Consents and Approvals. All Consents from Governmental Bodies and all approvals from Governmental Bodies required for the Contemplated Transactions, except Consents and approvals of assignments by Governmental Bodies that are customarily obtained after closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

8.06 Intentionally Omitted**.**

8.07 Closing Deliverables**.** Buyer shall have delivered (or be ready, willing and able to deliver at the Closing) to Seller or the Escrow Agent, as applicable, the documents and other items required to be delivered by Buyer under Section 2.04(b).

8.08 Qualifications. Buyer shall have obtained or submitted all authorizations, qualifications, approvals, replacement bonds, guarantees and other sureties required to be obtained on or prior to Closing under Section 6.03(a).

8.09 Title Defect Values, Environmental Defect Values, etc**.** The sum of (a) all Title Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible (*less* the sum of all Title Benefit Values asserted by Seller in good faith), *plus* (b) the Aggregate Environmental Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible, *plus* (c) the aggregate downward Purchase Price adjustments under Section 11.02, *plus* (d) the aggregate downward Purchase Price adjustments under Section 11.03, *plus* (e) the aggregate amount of all Casualty Losses (as determined by Buyer acting in good faith and net to Seller's interest) shall be less than or equal to twenty percent (20%) of the unadjusted Purchase Price.

ARTICLE 9
TERMINATION

9.01 Termination Events. This Agreement may, by written notice given prior to or at the Closing, be terminated:

(a) by mutual written consent of Seller and Buyer;

(b) by Buyer, if Seller has committed a material Breach of this Agreement and such Breach causes any of the conditions to Closing set forth in Article 7 not to be satisfied (or, if prior to Closing, such Breach is of such a magnitude or effect that it will not be possible for such condition to be satisfied); *provided*, *however*, that in the case of a Breach that is capable of being cured, Seller shall have a period of ten (10) Business Days following receipt of such notice to attempt to cure the Breach and the termination under this Section 9.01(b) shall not become effective unless Seller fails to cure such Breach prior to the end of such ten (10) Business Day period; *provided*, *further*, if (i) Seller's conditions to Closing in Article 8 have been satisfied or waived (in writing) in full on or after the Scheduled Closing Date, (ii) Seller is not otherwise in material Breach of the terms of this Agreement and (iii) Seller refuses or willfully or negligently delays to timely close the Contemplated Transactions, then such refusal or delay shall constitute a material Breach of this Agreement;

(c) by Seller, if Buyer has committed a material Breach of this Agreement and such breach causes any of the conditions to Closing set forth in Article 8 not to be satisfied (or, if prior to Closing, such Breach is of such a magnitude or effect that it will not be possible for such condition to be satisfied); *provided*, *however*, that in the case of a Breach that is capable of being cured, Buyer shall have a period of ten (10) Business Days following receipt of such notice to attempt to cure the Breach and the termination under this Section 9.01(c) shall not become effective unless Buyer fails to cure such Breach prior to

the end of such ten (10) Business Day period; *provided*, *further*, if (i) Buyer's conditions to Closing in Article 7 have been satisfied or waived (in writing) in full on or after the Scheduled Closing Date, (ii) Buyer is not otherwise in material Breach of the terms of this Agreement and (iii) Buyer refuses or willfully or negligently delays to timely close the Contemplated Transactions, then such refusal or delay shall constitute a material Breach of this Agreement;

(d) by either Seller or Buyer if the Closing has not occurred on or before December 31, 2017 (the "Outside Date"), or such later date as the Parties may agree upon in writing; *provided* that such failure does not result primarily from the terminating Party's material Breach of this Agreement;

(e) by either Seller or Buyer if (i) any Legal Requirement has made the consummation of the Contemplated Transactions illegal or otherwise prohibited, or (ii) a Governmental Body has issued an Order, or taken any other action permanently restraining, enjoining, or otherwise prohibiting the consummation of the Contemplated Transactions, and such Order or other action has become final and nonappealable;

(f) by Seller if the Closing condition in Section 8.09 is not satisfied (or not capable of being satisfied at Closing);

(g) by Buyer if the Closing condition in Section 7.08 is not satisfied (or not capable of being satisfied at Closing); or

(h) by Seller if Buyer fails to deposit the Deposit Amount into the Escrow Account on or before 5:00 p.m. (Central Time) on the first (1st) Business Day after the Execution Date.

9.02 Effect of Termination; Distribution of the Deposit Amount.

(a) If this Agreement is terminated pursuant to Section 9.01, all further obligations of the Parties under this Agreement shall terminate; *provided* that (i) such termination shall not impair nor restrict the rights of either Party against the other under Section 9.02(b), and (ii) the following provisions shall survive the termination: Article 1, Sections 9.02, 10.02(c), 10.03(c), 10.06, 10.07, 10.10, 10.11, 10.12, Article 12 (other than Section 12.01, Section 12.02(b) through 12.02(f), Section 12.05, Section 12.14 and Section 12.17, which shall terminate) and any such terms as set forth in this Agreement that are necessary to give context to any of the foregoing surviving Sections.

(b) Notwithstanding anything to the contrary in Section 9.02(a):

(i) If Seller has the right to terminate this Agreement (A) pursuant to Section 9.01(c) or (B) pursuant to Section 9.01(d), if at such time Seller could have terminated this Agreement pursuant to Section 9.01(c) (without regard to any cure periods contemplated therein) and all of Buyer's Closing conditions set forth in Article 7 are satisfied or waived, then, in either case, Seller shall be entitled (as its sole and exclusive remedy) to terminate this Agreement and receive the Deposit Amount as liquidated damages (and not as a penalty). If Seller terminates this Agreement pursuant to this Section 9.02(b)(i) and receives the Deposit Amount as liquidated

damages, (x) the Parties shall, within two (2) Business Days of such termination, execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Seller and (y) Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(ii) If Buyer has the right to terminate this Agreement (A) pursuant to Section 9.01(b) or (B) pursuant to Section 9.01(d), if at such time Buyer could have terminated this Agreement pursuant to Section 9.01(b) (without regard to any cure periods contemplated therein) and all of Seller's Closing conditions set forth in Article 8 are satisfied or waived, then, in either case, Buyer shall have the right, at its sole discretion, to either (1) enforce specific performance by Seller of this Agreement, without posting any bond or the necessity of proving the inadequacy as a remedy of monetary damages, in which event the Deposit Amount will be applied as called for herein, or (2) if Buyer does not seek and successfully enforce specific performance, terminate this Agreement and (in addition to receipt of the Deposit Amount) seek to recover damages from Seller in an amount up to, but not exceeding the Deposit Amount, as liquidated damages (and not as a penalty). If Buyer elects to terminate this Agreement pursuant to this Section 9.02(b)(ii) and seek damages in an amount up to the Deposit Amount as liquidated damages, the Parties shall, within two (2) Business Days of Buyer's election, (x) execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Buyer and (y) Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(c) The Parties recognize that the actual damages for a Party's material Breach of this Agreement would be difficult or impossible to ascertain with reasonable certainty and agree that the Deposit Amount would be a reasonable liquidated damages amount for such material Breach.

(d) If this Agreement is terminated by either Buyer or Seller pursuant to Section 9.01 for any reason other than as described in Section 9.02(b), then, in any such case, the Parties shall, within two (2) Business Days of such termination, execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Buyer.

(e) THE PARTIES FURTHER AGREE THAT, UNLESS AND UNTIL THE CLOSING OCCURS, THE SOLE AND EXCLUSIVE REMEDY OF SELLER AND ITS AFFILIATES AGAINST BUYER AND ANY OF ITS FORMER, CURRENT OR FUTURE GENERAL OR LIMITED PARTNERS, EQUITY HOLDERS, CONTROLLING PERSONS, MANAGEMENT COMPANIES, REPRESENTATIVES, ASSIGNEES OR AFFILIATES AND ANY AND ALL FORMER, CURRENT OR FUTURE HEIRS, EXECUTORS, ADMINISTRATORS, TRUSTEES, SUCCESSORS OR ASSIGNS OF THE FOREGOING (COLLECTIVELY, THE "BUYER RELATED

PARTIES") ARISING FROM OR RELATING TO THIS AGREEMENT AND THE CONTEMPLATED TRANSACTIONS, INCLUDING FOR ANY FAILURE OF BUYER TO EFFECT THE CLOSING OR OTHERWISE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT (WHETHER WILLFULLY, INTENTIONALLY, UNINTENTIONALLY OR OTHERWISE), WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE THE RIGHTS AND REMEDIES AGAINST BUYER DESCRIBED IN THIS SECTION 9.02. EXCEPT FOR THE RIGHTS AND REMEDIES AGAINST BUYER DESCRIBED IN THIS SECTION 9.02, IN FURTHERANCE OF THE FOREGOING, (A) SELLER RELEASES THE BUYER RELATED PARTIES, WAIVES ANY RIGHT OF RECOVERY FOR AND AGREES NOT TO SEEK ANY RECOVERY FOR ANY LOSS SUFFERED AS A RESULT OF ANY BREACH OF ANY COVENANT, OBLIGATION, REPRESENTATION OR WARRANTY IN THIS AGREEMENT OR THE FAILURE OF THE TRANSACTION TO BE CONSUMMATED, OR IN RESPECT OF ANY ORAL REPRESENTATION MADE OR ALLEGED TO HAVE BEEN MADE IN CONNECTION HEREWITH AND (B) THE MAXIMUM AGGREGATE MONETARY LIABILITY THAT THE BUYER RELATED PARTIES SHALL HAVE IN CONNECTION WITH SUCH LOSS SHALL BE THE FORFEITURE OF THE DEPOSIT AMOUNT IN ACCORDANCE WITH THIS SECTION 9.02.

9.03 Return of Records Upon Termination. Upon termination of this Agreement, (a) Buyer shall promptly return to Seller or destroy (at Seller's option) all title, engineering, geological and geophysical data, environmental assessments and reports, maps, documents and other information furnished by Seller to Buyer in connection with its due diligence investigation of the Assets in accordance with the Confidentiality Agreement and (b) an officer of Buyer shall certify Buyer's compliance with the preceding clause (a) to Seller in writing.

ARTICLE 10
INDEMNIFICATION; REMEDIES

10.01 Survival. The survival periods for the various representations, warranties, covenants and agreements contained herein shall be as follows: (a) Fundamental Representations shall survive indefinitely, (b) the representations and warranties in Section 3.04 shall survive for the applicable statute of limitations plus sixty (60) days, (c) the covenants and agreements of Buyer and Seller set forth in Section 12.02 shall survive for the applicable statute of limitations plus sixty (60) days, (d) the special warranty of Defensible Title set forth in the Instruments of Conveyance shall survive Closing for thirty-six (36) months, (e) all other representations, warranties, covenants and agreements of Seller shall survive for twelve (12) months after Closing, and (f) all other representations, warranties, covenants and agreements of Buyer shall survive indefinitely. Representations, warranties, covenants and agreements shall be of no further force and effect after the date of their expiration; *provided* that there shall be no termination of any bona fide claim asserted pursuant to this Agreement with respect to such a representation, warranty, covenant or agreement prior to its expiration date. The indemnities in Sections 10.02(a), 10.02(b), 10.03(a) and 10.03(b) shall terminate as of the termination date of each respective representation, warranty, covenant or agreement that is subject to indemnification thereunder, except in each case as to matters for which a specific written claim for indemnity has been delivered to the indemnifying person on or before such termination date.

The indemnities in Section 10.02(c) (with respect only to clauses (a) and (b) in the definition of Retained Liabilities) shall continue for eighteen (18) months following the Closing Date. The indemnities in Section 10.02(c) (with respect only to clause (e) in the definition of Retained Liabilities) shall survive for the applicable statute of limitations plus sixty (60) days. The indemnities in Section 10.02(c) (with respect to Retained Liabilities other than those described in clauses (a), (b) and (e) in the definition of Retained Liabilities) shall continue indefinitely. All other indemnities, and all other provisions of this Agreement, shall survive the Closing without time limit except as may otherwise be expressly provided herein.

10.02 Indemnification and Payment of Damages by Seller. Except as otherwise limited in this Article 10, from and after the Closing, Seller shall defend, release, indemnify, and hold harmless Buyer Group from and against, and shall pay to the Buyer Group the amount of, any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of their respective rights under this Agreement arising from, based upon, related to, or associated with:

(a) any Breach of any representation or warranty made by Seller in this Agreement, or in any certificate delivered by Seller pursuant to this Agreement;

(b) any Breach by Seller of any covenant, obligation, or agreement of Seller in this Agreement;

(c) the Retained Liabilities;

(d) the Excluded Assets; and

(e) the use, ownership or operation of the Retained Assets.

Notwithstanding anything to the contrary contained in this Agreement, after the Closing, the remedies provided in this Article 10, Article 11 and Section 12.17, along with the special warranty of Defensible Title set forth in the Instruments of Conveyance, are Buyer Group's exclusive legal remedies against Seller with respect to this Agreement and the Contemplated Transactions, including Breaches of the representations, warranties, covenants, obligations, and agreements of the Parties contained in this Agreement or the affirmations of such representations, warranties, covenants, obligations, and agreements contained in the certificate delivered by Seller at Closing pursuant to Section 2.04, and, except for the remedies provided in this Article 10, Article 11 and Section 12.17, along with the special warranty of Defensible Title set forth in the Instruments of Conveyance, **BUYER RELEASES SELLER GROUP FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, PROCEEDINGS, OR OTHER LEGAL RIGHTS AND REMEDIES OF BUYER GROUP, KNOWN OR UNKNOWN, WHICH BUYER MIGHT NOW OR SUBSEQUENTLY HAVE, BASED ON, RELATING TO OR IN ANY WAY ARISING OUT OF THIS AGREEMENT, THE CONTEMPLATED TRANSACTIONS, THE OWNERSHIP OR USE OF THE ASSETS PRIOR TO THE CLOSING, OR THE CONDITION, QUALITY, STATUS, OR NATURE OF THE ASSETS PRIOR TO THE CLOSING, INCLUDING ANY AND ALL CLAIMS RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY OR VIOLATIONS OF ENVIRONMENTAL LAWS AND INCLUDING RIGHTS TO CONTRIBUTION UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, AS AMENDED, BREACHES OF STATUTORY OR IMPLIED**

WARRANTIES, NUISANCE, OR OTHER TORT ACTIONS, RIGHTS TO PUNITIVE DAMAGES, COMMON LAW RIGHTS OF CONTRIBUTION, AND RIGHTS UNDER INSURANCE MAINTAINED BY SELLER OR ANY OF SELLER'S AFFILIATES.

10.03 Indemnification and Payment of Damages by Buyer. Except as otherwise limited in this Article 10, Article 11 and Section 12.17, and except for the special warranty of Defensible Title set forth in the Instruments of Conveyance, from and after the Closing, Buyer shall assume, be responsible for, pay on a current basis, and shall defend, release, indemnify, and hold harmless Seller Group from and against, and shall pay to Seller Group the amount of any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of their respective rights under this Agreement arising from, based upon, related to, or associated with:

(a) any Breach of any representation or warranty made by Buyer in this Agreement or in any certificate delivered by Buyer pursuant to this Agreement;

(b) any Breach by Buyer of any covenant, obligation, or agreement of Buyer in this Agreement;

(c) any Damages arising out of or relating to Buyer's and its Representatives' access to the Assets and contracts, books and Records and other documents and data relating thereto prior to the Closing, including Buyer's title and environmental inspections pursuant to Sections 11.01 and 11.09, including Damages attributable to personal injury, illness or death, or property damage arising from such access; and

(d) the Assumed Liabilities.

Notwithstanding anything to the contrary contained in this Agreement, from and after Closing, the remedies provided in this Article 10 and Section 12.17 are Seller Group's exclusive legal remedies for Buyer's Breaches, all other legal rights and remedies being expressly waived by Seller Group.

10.04 Indemnity Net of Insurance. The amount of any Damages for which an indemnified Party is entitled to indemnity under this Article 10 shall be reduced by the amount of insurance or indemnification proceeds realized by the indemnified Party or its Affiliates with respect to such Damages (net of any collection costs, and excluding the proceeds of any insurance policy issued or underwritten, or indemnity granted, by the indemnified Party or its Affiliates).

10.05 Limitations on Liability.

(a) Except with respect to the Fundamental Representations and the representations and warranties included in Section 3.04, if the Closing occurs, Seller shall not have any liability for any indemnification under Section 10.02(a): (i) for any Damages with respect to any occurrence, claim, award or judgment that do not individually exceed One Hundred Thousand Dollars ($100,000) net to Seller's interest (the "Individual Claim Threshold"); or (ii) unless and until the aggregate Damages for which claim notices for claims meeting the Individual Claim Threshold are delivered by Buyer exceed two

percent (2%) of the unadjusted Purchase Price, and then only to the extent such Damages exceed two percent (2%) of the unadjusted Purchase Price. Except with respect to the Fundamental Representations and the representations and warranties included in Section 3.04, in no event will Seller be liable for Damages indemnified under Section 10.02(a) to the extent such damages, exceed twenty percent (20%) of the unadjusted Purchase Price. Notwithstanding anything herein to the contrary, in no event will Seller's aggregate liability under this Agreement exceed one hundred percent (100%) of the unadjusted Purchase Price.

(b) Notwithstanding anything herein to the contrary, the obligations and rights of the Parties hereunder, and the Damages for which any Party is obligated to indemnify or entitled to indemnity under Section 10.02 or Section 10.03 shall be determined and calculated by excluding and without giving effect to any qualifiers as to materiality or other similar qualifiers set forth in any representation or warranty (including any bringdown of such representation or warranty in any certificate delivered pursuant to this Agreement).

(c) Notwithstanding anything in this Agreement to the contrary, Seller shall not be required to indemnify Buyer under Section 10.02(a) for any Asset Tax (or portion thereof) allocable to Buyer under Section 12.02(c) as a result of a breach by Seller of any representation or warranty set forth in Section 3.04, except to the extent the amount of such Asset Tax (or portion thereof) (i) exceeds the amount that would have been due absent such breach or (ii) was taken into account as an adjustment to the Purchase Price under Section 2.03, Section 2.05(c), Section 2.05(d) or Section 12.02(c).

10.06 Procedure for Indemnification – Third Party Claims.

(a) Promptly after receipt by an indemnified party under Section 10.02 or 10.03 of a Third Party claim for Damages or notice of the commencement of any Proceeding against it, such indemnified party shall, if a claim is to be made against an indemnifying Party under such Section, give notice to the indemnifying Party of the commencement of such claim or Proceeding, together with a claim for indemnification pursuant to this Article 10. The failure of any indemnified party to give notice of a Third Party claim or Proceeding as provided in this Section 10.06 shall not relieve the indemnifying Party of its obligations under this Article 10 except to the extent such failure results in insufficient time being available to permit the indemnifying Party to effectively defend against the Third Party claim or participate in the Proceeding or otherwise prejudices the indemnifying Party's ability to defend against the Third Party claim or participate in the Proceeding.

(b) If any Proceeding referred to in Section 10.06(a) is brought against an indemnified party and the indemnified party gives notice to the indemnifying Party of the commencement of such Proceeding, the indemnifying Party shall be entitled to participate in such Proceeding and, to the extent that it wishes (unless (i) the indemnifying Party is also a party to such Proceeding and the indemnified party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying Party fails to provide reasonable assurance to the indemnified party of its financial capacity to defend such Proceeding and provide indemnification with respect to such Proceeding), to assume the defense of such Proceeding with counsel reasonably satisfactory to the indemnified party,

and, after notice from the indemnifying Party to the indemnified party of the indemnifying Party's election to assume the defense of such Proceeding, the indemnifying Party shall not, as long as it diligently conducts such defense, be liable to the indemnified party under this Article 10 for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently incurred by the indemnified party in connection with the defense of such Proceeding. Notwithstanding anything to the contrary in this Agreement, the indemnifying Party shall not be entitled to assume or continue control of the defense of any such Proceeding if (A) such Proceeding relates to or arises in connection with any criminal proceeding, (B) such Proceeding seeks an injunction or equitable relief against any indemnified party, (C) in the case of an indemnification claim by Buyer pursuant to Section 10.02(a) (other than with respect to a Fundamental Representation), such Proceeding has or would reasonably be expected to result in Damages in excess of the amount set forth in Section 10.05(a) (i.e., twenty percent (20%) of the unadjusted Purchase Price), or (D) the indemnifying Party has failed or is failing to defend in good faith such Proceeding. The indemnified party may participate in, but not control, at its own expense, any defense or settlement of any Third Party claim controlled by the indemnifying Party pursuant to this Section 10.06. If the indemnifying Party assumes the defense of a Proceeding, no compromise or settlement of such Third Party claims or Proceedings may be effected by the indemnifying Party without the indemnified party's prior written consent unless (x) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other Third Party claims that may be made against the indemnified party, and (y) the sole relief provided is monetary damages that are paid in full by the indemnifying Party, and (z) the indemnified party shall have no liability with respect to any compromise or settlement of such Third Party claims or Proceedings effected without its consent.

10.07 Procedure for Indemnification – Other Claims. A claim for indemnification for any matter not involving a Third Party claim may be asserted by notice to the Party from whom indemnification is sought.

10.08 Indemnification of Group Members. The indemnities in favor of Buyer and Seller provided in Section 10.02 and Section 10.03, respectively, shall be for the benefit of and extend to such Party's present and former Group members. Any claim for indemnity under this Article 10 by any Group member other than Buyer or Seller must be brought and administered by the relevant Party to this Agreement. No indemnified party other than Buyer and Seller shall have any rights against either Seller or Buyer under the terms of this Article 10 except as may be exercised on its behalf by Buyer or Seller, as applicable, pursuant to this Section 10.08. Each of Seller and Buyer may elect to exercise or not exercise indemnification rights under this Section on behalf of the other indemnified party affiliated with it in its sole discretion and shall have no liability to any such other indemnified party for any action or inaction under this Section.

10.09 Extent of Representations and Warranties.

(A) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CERTIFICATES DELIVERED BY SELLER AT CLOSING OR IN THE INSTRUMENTS OF

CONVEYANCE, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT, OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO BUYER (INCLUDING ANY OPINION, INFORMATION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO BUYER OR ITS AFFILIATES OR REPRESENTATIVES BY ANY AFFILIATES OR REPRESENTATIVES OF SELLER OR BY ANY INVESTMENT BANK OR INVESTMENT BANKING FIRM, ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, SELLER'S COUNSEL, OR ANY OTHER AGENT, CONSULTANT, OR REPRESENTATIVE OF SELLER). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CERTIFICATES DELIVERED BY SELLER AT CLOSING OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO (I) THE TITLE TO ANY OF THE ASSETS, (II) THE CONDITION OF THE ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), IT BEING DISTINCTLY UNDERSTOOD THAT THE ASSETS ARE BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS AS TO ALL MATTERS," (III) ANY INFRINGEMENT BY SELLER OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, (IV) ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO BUYER BY OR ON BEHALF OF SELLER (INCLUDING THE EXISTENCE OR EXTENT OF HYDROCARBONS OR THE MINERAL RESERVES, THE RECOVERABILITY OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, AND THE ABILITY TO SELL HYDROCARBON PRODUCTION AFTER THE CLOSING), AND (V) THE ENVIRONMENTAL CONDITION AND OTHER CONDITION OF THE ASSETS AND ANY POTENTIAL LIABILITY ARISING FROM OR RELATED TO THE ASSETS.

(b) Buyer acknowledges and affirms that it has made, or prior to Closing will make, its own independent investigation, analysis, and evaluation of the Contemplated Transactions and the Assets (including Buyer's own estimate and appraisal of the extent and value of Seller's Hydrocarbon reserves attributable to the Assets and an independent assessment and appraisal of the environmental risks associated with the acquisition of the Assets). Buyer acknowledges that in entering into this Agreement, it has relied on the aforementioned investigation and the express representations and warranties of Seller contained in this Agreement and the Seller Closing Documents. Buyer hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim, or commencing, instituting, or causing to be commenced, any Proceeding of any kind against Seller or its Affiliates, alleging facts contrary to the foregoing acknowledgment and affirmation.

10.10 Compliance With Express Negligence Test. **THE PARTIES AGREE THAT ANY INDEMNITY, DEFENSE, AND/OR RELEASE OBLIGATION ARISING UNDER THIS AGREEMENT SHALL APPLY WITHOUT REGARD TO THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF THE INDEMNIFIED PARTY, WHETHER ACTIVE, PASSIVE, JOINT, CONCURRENT, COMPARATIVE, CONTRIBUTORY OR SOLE, OR ANY PRE-EXISTING CONDITION, ANY BREACH OF CONTRACT OR BREACH OF WARRANTY, OR VIOLATION OF ANY LEGAL REQUIREMENT, EXCEPT TO THE EXTENT SUCH DAMAGES WERE OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY OR ANY GROUP MEMBER THEREOF, IT BEING THE PARTIES' INTENTION THAT DAMAGES TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR**

WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY OR ANY GROUP MEMBER THEREOF NOT BE COVERED BY THE RELEASE, DEFENSE, OR INDEMNITY OBLIGATIONS IN THIS AGREEMENT. The foregoing is a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

10.11 Limitations of Liability. Notwithstanding anything to the contrary contained in this Agreement, **IN NO EVENT SHALL SELLER OR BUYER EVER BE LIABLE FOR, AND EACH PARTY RELEASES THE OTHER FROM, ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR CLAIMS RELATING TO OR ARISING OUT OF THE CONTEMPLATED TRANSACTIONS OR THIS AGREEMENT**; *provided, however*, that any consequential, special, indirect, exemplary, or punitive damages recovered by a Third Party (including a Governmental Body, but excluding any Affiliate of any Group member) against a Person entitled to indemnity pursuant to this Article 10 shall be included in the Damages recoverable under such indemnity. Notwithstanding the foregoing, lost profits shall not be excluded by this provision as to recovery hereunder to the extent constituting direct Damages.

10.12 No Duplication. Any liability for indemnification hereunder shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability constituting a Breach of more than one representation, warranty, covenant, obligation, or agreement herein. Neither Buyer nor Seller shall be liable for indemnification with respect to any Damages based on any sets of facts to the extent the Purchase Price is being or has been adjusted pursuant to Section 2.05 by reason of the same set of facts.

10.13 Disclaimer of Application of Anti-Indemnity Statutes. Seller and Buyer acknowledge and agree that the provisions of any anti-indemnity statute relating to oilfield services and associated activities shall not be applicable to this Agreement and/or the Contemplated Transactions.

10.14 Waiver of Right to Rescission**.** Seller and Buyer acknowledge that, following the Closing, the payment of money, as limited by the terms of this Agreement, shall be adequate compensation for Breach of any representation, warranty, covenant or agreement contained herein or for any other claim arising in connection with or with respect to the Contemplated Transactions. As the payment of money shall be adequate compensation, following Closing, Seller and Buyer waive any right to rescind this Agreement or any of the transactions contemplated hereby.

10.15 Joint and Several. Each Seller shall be jointly and severally liable for each representation, warranty, covenant, agreement, indemnification obligation and Breach of this Agreement and the Seller Closing Documents by each other Seller.

ARTICLE 11
TITLE MATTERS AND ENVIRONMENTAL MATTERS; PREFERENTIAL PURCHASE RIGHTS; CONSENTS

11.01 Title Examination and Access. Buyer may make or cause to be made at its expense such examination as it may desire of Seller's title to the Assets. For such purposes, until

the Defect Notice Date, Seller shall give to Buyer and its Representatives access during Seller's regular hours of business to originals or copies (which copies may, at Seller's sole discretion, be in electronic format), of all of the files, Records, contracts, correspondence, maps, data, reports, plats, abstracts of title, lease files, well files, unit files, division order files, production marketing files, title opinions, title files, title records, ownership maps, surveys, and any other information, data, records, and files that Seller has relating in any way to the title to the Assets, the past or present operation thereof, and the marketing of production therefrom, in accordance with, and subject to the limitations in, Section 5.01.

11.02 Preferential Purchase Rights. Seller shall, as promptly as practicable but in no event later than ten (10) days after the Execution Date, provide all notices necessary to comply with or obtain the waiver of all Preferential Purchase Rights which are applicable to the Contemplated Transactions prior to the Closing Date and in compliance with the contractual provisions applicable thereto. To the extent any such Preferential Purchase Rights are exercised by any holders thereof, then the Asset(s) subject to such Preferential Purchase Rights shall not be sold to Buyer and shall be excluded from the Assets and sale under this Agreement and shall be considered Retained Assets. The Purchase Price shall be adjusted downward by the Allocated Value of the Asset(s) so retained. On the Closing Date, if the time period for exercising any Preferential Purchase Right has not expired, but no notice of waiver (nor of the exercise of such Preferential Purchase Right) has been received from the holder thereof, then the Asset(s) subject to such Preferential Purchase Right shall be included in the Assets sold to Buyer at the Closing, with no adjustment to the Purchase Price. After the Closing, if the holder of such Preferential Purchase Right exercises the Preferential Purchase Right, then Buyer shall convey the affected Asset(s) to such party, and shall receive the consideration for such affected Asset(s) directly from such party. If any holder of a Preferential Purchase Right initially elects to exercise that Preferential Purchase Right, but after the Closing Date, refuses to consummate the purchase of the affected Asset(s), then, subject to the Parties' respective rights and remedies as to the obligation to consummate the Contemplated Transactions, Buyer shall purchase such Asset(s) for the Allocated Value thereof (subject to the adjustments pursuant to Section 2.05), and the closing of such transaction shall take place on a date reasonably designated by Seller not more than one hundred eighty (180) days after the Closing Date. If such holder's refusal to consummate the purchase of the affected Asset(s) occurs prior to the Closing Date, then, subject to the Parties' respective rights and remedies as to the obligation to consummate the Contemplated Transactions, Buyer shall purchase the affected Asset(s) at the Closing in accordance with the terms of this Agreement.

11.03 Consents. Seller shall, as promptly as practicable but in no event later than ten (10) days after the Execution Date, provide all notices required to comply with or obtain all Consents in compliance with the contractual provisions applicable thereto required for the transfer of the Assets and in accordance with Section 5.04.

(a) If Seller fails to obtain any Consent necessary for the transfer of any Asset to Buyer, Seller's failure shall be handled as follows:

(i) If the Consent is not a Required Consent and has not been denied in writing, then the affected Assets shall nevertheless be conveyed at the Closing as part of the Assets. Any Damages that arise due to the failure to obtain such Consent shall be borne by Buyer.

(ii) If the Consent is a Required Consent or a Consent that has been denied in writing, the Purchase Price shall be adjusted downward by the Allocated Value of the affected Assets (which affected Assets shall include all Leases, Wells and DSUs affected by the Applicable Contract or Lease for which a Consent is refused or unobtained), and the affected Assets shall be treated as Retained Assets.

(b) Notwithstanding the provisions of Section 11.03(a), if Seller obtains a Consent described in Section 11.03(a)(ii) within one hundred eighty (180) days after the Closing, then Seller shall promptly deliver conveyances of the affected Asset(s) to Buyer and Buyer shall pay to Seller an amount equal to the Allocated Value of the affected Asset(s) in accordance with wire transfer instructions provided by Seller (subject to the adjustments set forth in Section 2.05).

11.04 Title Defects. Buyer shall notify Seller of Title Defects ("Title Defect Notice(s)") promptly after the discovery thereof, but in no event later than 5:00 p.m. Central Time on November 21, 2017 (the "Defect Notice Date"). To be effective, each Title Defect Notice shall be in writing and include (a) a description of the alleged Title Defect and the Well or DSU or portion thereof (including by the currently producing formation or Target Formation, or portion thereof, as applicable) affected by such alleged Title Defect (each, a "Title Defect Property"), (b) the Allocated Value of each Title Defect Property, (c) supporting documents reasonably necessary for Seller to verify the existence of the alleged Title Defect, and (d) the amount by which Buyer reasonably believes the Allocated Value of each Title Defect Property is reduced by such alleged Title Defect and the computations upon which Buyer's belief is based (the "Title Defect Value"). To give Seller an opportunity to commence reviewing and curing Title Defects, Buyer agrees to use reasonable efforts to give Seller, on a weekly basis prior to the Defect Notice Date, written notice of all alleged Title Defects (as well as any claims that would be claims under the special warranty of Defensible Title set forth in the Instruments of Conveyance) discovered by Buyer during the preceding week; *provided* that the failure to provide any such preliminary notice shall not affect Buyer's right to assert Title Defects at any time prior to or on the Defect Notice Date. Notwithstanding anything herein to the contrary, subject to Buyer's rights under the Instruments of Conveyance, Buyer forever waives, and Seller shall have no liability for, Title Defects not asserted by a Title Defect Notice meeting substantially all of the requirements set forth in the preceding sentence no later than 5:00 p.m. Central Time on the Defect Notice Date.

11.05 Title Defect Value. The Title Defect Value shall be determined pursuant to the following guidelines, where applicable:

(a) if the Parties agree on the Title Defect Value, then that amount shall be the Title Defect Value;

(b) if the Title Defect is an Encumbrance that is undisputed and liquidated in amount, then the Title Defect Value shall be the amount necessary to be paid to remove the Title Defect from the Title Defect Property;

(c) if the Title Defect represents a deficiency of (i) Seller's Net Revenue Interest for the Title Defect Property relative to (ii) the Net Revenue Interest set forth for such Title Defect Property in Schedule 2.07(a) or Schedule 2.07(b), as applicable (and Seller's Working Interest in such Title Defect Property is decreased in the same proportion), then the Title Defect Value shall be the product of the Allocated Value of such Title Defect Property, *multiplied* by a fraction, the numerator of which is the Net Revenue Interest decrease and the denominator of which is the Net Revenue Interest set forth for such Title Defect Property in Schedule 2.07(a) or Schedule 2.07(b), as applicable;

(d) if the Title Defect with respect to a DSU results from a discrepancy where (i) the actual Net Acres for such DSU as to the applicable Target Formation is less than (ii) the Net Acres set forth on Schedule 2.07(b) for such DSU as to such Target Formation, then the Title Defect Value shall be the product of the Allocated Value of such DSU, *multiplied* by a fraction, the numerator of which is the Net Acre decrease and the denominator of which is the Net Acres set forth for such DSU as to such Target Formation in Schedule 2.07(b); and

(e) if the Title Defect represents an obligation or Encumbrance upon or other defect in title to the Title Defect Property of a type not described above, then the Title Defect Value shall be determined by taking into account the Allocated Value of the Title Defect Property, the portion of the Title Defect Property affected by the Title Defect, the legal effect of the Title Defect, the potential economic effect of the Title Defect over the life of the Title Defect Property, the values placed upon the Title Defect by Buyer and Seller and such other reasonable factors as are necessary to make a proper evaluation.

In no event, however, shall the total of the Title Defect Values related to a particular Asset exceed the Allocated Value of such Asset. The Title Defect Value with respect to a Title Defect shall be determined without any duplication of any costs or losses included in any other Title Defect Value hereunder, or for which Buyer otherwise receives credit in the calculation of the Purchase Price.

11.06 Seller's Cure or Contest of Title Defects. Seller may contest any asserted Title Defect or Buyer's good faith estimate of the Title Defect Value as described in Section 11.06(b) and may seek to cure any asserted Title Defect as described in Section 11.06(a).

(a) Seller shall have the right to cure any Title Defect on or before sixty (60) days after the Closing Date (the "Title Defect Cure Period") by giving written notice to Buyer of its election to cure prior to the Closing Date. If Seller elects to cure and:

(i) actually cures the Title Defect ("Cure"), prior to the Closing, then the Asset affected by such Title Defect shall be conveyed to Buyer at the Closing, and no Purchase Price adjustment will be made for such Title Defect; or

(ii) does not cure the Title Defect prior to the Closing, then Seller shall:

(A) convey the affected Asset to Buyer and Buyer shall pay the Title Defect Value attributable to the affected Asset to the Escrow Agent at the Closing; *provided, however* that, if Seller is unable to Cure the Title

Defect by the end of the Title Defect Cure Period, then (x) Seller shall include a downward adjustment in the Final Settlement Statement equal to the Title Defect Value for such Asset and (y) the Parties shall issue joint written instructions to the Escrow Agent to release such Title Defect Value to Buyer; or

(B) if and only if Buyer agrees to this remedy in its sole discretion, indemnify Buyer against all Damages (up to the Allocated Value of the applicable Title Defect Property) resulting from such Title Defect with respect to such Title Defect Property pursuant to an indemnity agreement prepared by Seller in a form and substance reasonably acceptable to Buyer.

(b) Seller and Buyer shall attempt to agree on the existence and Title Defect Value for all Title Defects. Representatives of the Parties, knowledgeable in title matters, shall meet during the Title Defect Cure Period for this purpose. However, either Party may at any time prior to the final resolution of the applicable Title Defect hereunder submit any disputed Title Defect or the Title Defect Value to arbitration in accordance with the procedures set forth in Section 11.15. If a contested Title Defect cannot be resolved prior to Closing, except as otherwise provided herein, the Asset affected by such Title Defect shall nevertheless be conveyed to Buyer at the Closing, and the Purchase Price will be adjusted downward in an amount equal to the Title Defect Value for such Asset; *provided, however*, that if the Title Defect Value as finally decided between the Parties or by the Expert, as applicable, is less than the Title Defect Value used for the Purchase Price adjustment, then Buyer shall include an upward adjustment in the Final Settlement Statement equal to the amount that the Title Defect Value (as of Closing) exceeds the Title Defect Value as finally determined.

11.07 Limitations on Adjustments for Title Defects. Notwithstanding the provisions of Sections 11.04, 11.05 and 11.06, other than with respect to the special warranty of Defensible Title to be provided in the Instruments of Conveyance, Seller shall be obligated to adjust the Purchase Price to account for uncured Title Defects only to the extent that the sum of (x) the aggregate Title Defect Values of all uncured Title Defects (the "Aggregate Title Defect Value") (after taking into account any offsetting Title Benefit Values) *plus* (y) the Aggregate Environmental Defect Value exceeds the Aggregate Defect Deductible. In addition, if (a) the aggregate Title Defect Values for any single Well or (b) the aggregate Title Defect Values for any single DSU is less than the De Minimis Title Defect Cost (and the aggregate of all Title Defect Values for all Title Defects based upon a single matter creating such Title Defect is less than the De Minimis Title Defect Cost), such value shall not be considered in calculating the Aggregate Title Defect Value.

11.08 Title Benefits. If Seller discovers any right, circumstance or condition that operates (a) to increase the Net Revenue Interest in any Well or DSU above that shown in Schedule 2.07(a) or Schedule 2.07(b), as applicable, to the extent the same does not cause a greater than proportionate increase in Seller's Working Interest therein above that shown in Schedule 2.07(a), if applicable, or (b) to decrease the Working Interest of Seller in any Well below that shown in Schedule 2.07(a), to the extent the same causes a decrease in Seller's Working Interest that is proportionately greater than the decrease in Seller's Net Revenue

Interest therein below that shown in Schedule 2.07(a) (each, a "Title Benefit"), then Seller shall, from time to time and without limitation, have the right, but not the obligation, to give Buyer written notice of any such Title Benefits (a "Title Benefit Notice"), as soon as practicable but not later than 5:00 p.m. Central Time on the Defect Notice Date, stating with reasonable specificity the Assets affected (the "Title Benefit Properties"), the particular Title Benefit claimed, and Seller's good faith estimate of the amount the additional interest increases the value of the affected Assets over and above that Asset's Allocated Value (the "Title Benefit Value"). Buyer shall also promptly furnish Seller with written notice of any Title Benefit (including a description of such Title Benefit and the Title Benefit Properties with reasonable specificity) which is discovered by any of Buyer's or any of its Affiliates' Representatives, employees, title attorneys, landmen, or other title examiners. The Title Benefit Value of any Title Benefit shall be determined by the following methodology, terms and conditions (without duplication): (i) if the Parties agree on the Title Benefit Value, then that amount shall be the Title Benefit Value; (ii) if the Title Benefit represents an increase of (A) Seller's Net Revenue Interest for any Title Benefit Property over (B) the Net Revenue Interest set forth for such Title Benefit Property in Schedule 2.07(a) or Schedule 2.07(b), as applicable (and Seller's Working Interest in such Title Benefit Property is increased in the same proportion), then the Title Benefit Value shall be the product of the Allocated Value of such Title Benefit Property *multiplied* by a fraction, the numerator of which is the Net Revenue Interest increase and the denominator of which is the Net Revenue Interest set forth for such Title Benefit Property in Schedule 2.07(a) or Schedule 2.07(b), as applicable; and (iii) if the Title Benefit is of a type not described above, then the Title Benefit Value shall be determined by taking into account the Allocated Value of the Title Benefit Property, the portion of such Title Benefit Property affected by such Title Benefit, the legal effect of the Title Benefit, the potential economic effect of the Title Benefit over the life of such Title Benefit Property, the values placed upon the Title Benefit by Buyer and Seller and such other reasonable factors as are necessary to make a proper evaluation.

Seller and Buyer shall attempt to agree on the existence and Title Benefit Value for all Title Benefits on before the end of the Title Defect Cure Period. If Buyer agrees with the existence of the Title Benefit and Seller's good faith estimate of the Title Benefit Value, then the Aggregate Title Defect Value shall be offset by the amount of the Title Benefit Value. If the Parties cannot reach agreement by the end of the Title Defect Cure Period, the Title Benefit or the Title Benefit Value in dispute shall be submitted to arbitration in accordance with the procedures set forth in Section 11.15. Notwithstanding the foregoing, the Parties agree and acknowledge that there shall be no upward adjustment to the Purchase Price for any Title Benefit. If a contested Title Benefit cannot be resolved prior to the Closing, Seller shall convey the affected Asset to Buyer and Buyer shall pay for the Asset at the Closing in accordance with this Agreement as though there were no Title Benefits; *provided*, *however*, if the Title Benefit contest results in a determination that a Title Benefit exists, then the Aggregate Title Defect Value shall be adjusted downward by the Title Benefit Value as determined in such contest (which adjustment shall be made on the Final Settlement Statement).

11.09 Buyer's Environmental Assessment. Beginning on the Execution Date and ending at 5:00 p.m. Central Time on the Defect Notice Date, Buyer shall have the right, at its sole cost, risk, liability, and expense, to conduct a Phase I Environmental Site Assessment of the Assets. During Seller's regular hours of business and after providing Seller with written notice of any such activities no less than two (2) Business Days in advance (which written notice shall

include the written permission of the operator (if other than Seller) and any applicable Third Party operator or other Third Party whose permission is legally required, which Seller shall reasonably cooperate with Buyer in securing), Buyer and its representatives shall be permitted to enter upon the Assets, inspect the same, review all of Seller's files and records (other than those for which Seller has an attorney-client privilege) relating to the Assets, and generally conduct visual, non-invasive tests, examinations, and investigations. No sampling or other invasive inspections of the Assets may be conducted prior to Closing without Seller's prior written consent. Buyer's access shall be in accordance with, and subject to the limitations in, Section 5.01.

11.10 Environmental Defect Notice. Buyer shall notify Seller in writing of any Environmental Defect (an "Environmental Defect Notice") promptly after the discovery thereof, but in no event later than 5:00 p.m. Central Time on the Defect Notice Date. To be effective, an Environmental Defect Notice shall include: (i) the Asset(s) affected; (ii) a reasonably detailed description of the alleged Environmental Defect and the basis for such assertion under the terms of this Agreement; (iii) Buyer's good faith estimate of the Environmental Defect Value with respect to such Environmental Defect; and (iv) appropriate documentation reasonably necessary for Seller to substantiate Buyer's claim and calculation of the Environmental Defect Value. Notwithstanding anything herein to the contrary, subject to Section 11.13, Buyer forever waives Environmental Defects not asserted by an Environmental Defect Notice meeting substantially all of the requirements set forth in the preceding sentence no later than 5:00 p.m. Central Time on the Defect Notice Date.

11.11 Seller's Exclusion, Cure or Contest of Environmental Defects. Seller, in its sole discretion, (x) may elect to exclude at Closing any Asset (which will become a Retained Asset) affected by an asserted Environmental Defect if the Environmental Defect Value with respect to such Environmental Defect equals or exceeds the Allocated Value of the affected Asset(s) and reduce the Purchase Price by the Allocated Value(s) thereof, (y) may contest any asserted Environmental Defect or Buyer's good faith estimate of the Environmental Defect Value as described in Section 11.11(b) and/or (z) may seek to remediate or cure any asserted Environmental Defect to the extent of the Lowest Cost Response as described in Section 11.11(a); *provided*, if the Environmental Defect Value agreed upon by the Parties or finally determined in accordance with Section 11.15 is equal to or exceeds fifty percent (50%) of the Allocated Value of the affected Assets, then Buyer may elect to exclude such affected Assets, together with all associated Assets, and reduce the Purchase Price by the Allocated Value of such Assets (which will become Retained Assets); *provided* that, if such agreement or final determination occurs following the Closing, then Buyer shall reassign such affected Assets to Seller pursuant to an assignment in form and substance reasonably acceptable to the Parties in exchange for the Allocated Value of such Assets.

(a) Seller shall have the right to remediate or cure an Environmental Defect to the extent of the Lowest Cost Response on or before the Closing Date (the "Environmental Defect Cure Period"). If Seller elects to pursue remediation or cure as set forth in this clause (a), Seller shall implement such remediation or cure in a manner that is in compliance with all applicable Legal Requirements in a prompt and timely fashion for the type of remediation or cure; *provided*, *however*, that Seller must complete its cure or remediation to Buyer's

reasonable satisfaction no later than the end of the Environmental Defect Cure Period. If Seller elects to pursue remediation or cure and:

(i) completes a Complete Remediation of an Environmental Defect prior to the Closing Date, the affected Asset(s) shall be included in the Assets conveyed at Closing, and no Purchase Price adjustment will be made for such Environmental Defect; or

(ii) does not complete a Complete Remediation prior to the Closing, unless Seller or Buyer elects to exclude such Asset(s) in accordance with this Section 11.11, then Seller shall convey the affected Asset(s) to Buyer and the Purchase Price shall be reduced by the Environmental Defect Value for the affected Asset(s).

(b) Seller and Buyer shall attempt to agree on the existence and Environmental Defect Value of all Environmental Defects. Representatives of the Parties, knowledgeable in environmental matters, shall meet for this purpose. However, a Party may at any time prior to the final resolution of the applicable Environmental Defect hereunder elect to submit any disputed item to arbitration in accordance with the procedures set forth in Section 11.15. If a contested Environmental Defect cannot be resolved prior to the Closing, subject to the terms of Section 11.15, the affected Asset(s) (together with any other Assets appurtenant thereto) shall be included with the Assets conveyed to Buyer at Closing and the Purchase Price shall be reduced by the estimated Environmental Defect Value set forth in the Environmental Defect Notice for such contested Environmental Defect, and the final determination of the Environmental Defect and/or Environmental Defect Value shall be resolved pursuance to Section 11.15.

11.12 Limitations. Notwithstanding the provisions of Sections 11.10 and 11.11, except for exclusions by Seller or Buyer of Assets affected by Environmental Defects pursuant to Section 11.11, no adjustment to the Purchase Price for Environmental Defect Values shall be made unless and until the sum of (x) the aggregate value of all Environmental Defect Values (the "Aggregate Environmental Defect Value") *plus* (y) the Aggregate Title Defect Value (after taking into account any offsetting Title Benefit Values) exceeds the Aggregate Defect Deductible. If the Environmental Defect Value with respect to any single Environmental Defect is less than the De Minimis Environmental Defect Cost, such cost shall not be considered in calculating the Aggregate Environmental Defect Value.

11.13 Exclusive Remedies. The rights and remedies granted to Buyer in this Agreement are the exclusive rights and remedies against Seller related to any Environmental Condition, or Damages related thereto. **EXCEPT AS SET FORTH IN THIS AGREEMENT, BUYER EXPRESSLY WAIVES, AND RELEASES SELLER GROUP FROM, ANY AND ALL OTHER RIGHTS AND REMEDIES IT MAY HAVE UNDER ENVIRONMENTAL LAWS AGAINST SELLER REGARDING ENVIRONMENTAL CONDITIONS, WHETHER FOR CONTRIBUTION, INDEMNITY, OR OTHERWISE.** The foregoing is a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

11.14 Casualty Loss and Condemnation. If, after the Execution Date but prior to Closing Date, any portion of the Assets is destroyed or damaged by fire or other casualty or is expropriated or taken in condemnation or under right of eminent domain (a "Casualty Loss"), subject to Section 7.08 and Section 8.09, this Agreement shall remain in full force and effect, and Buyer shall nevertheless be required to close the Contemplated Transactions. In the event that the amount of the costs and expenses associated with repairing or restoring the Assets affected by such Casualty Loss exceeds Five Hundred Thousand Dollars ($500,000) (net to Seller's interest), Seller must elect by written notice to Buyer prior to Closing either to (a) cause the Assets affected by such Casualty Loss to be repaired or restored, at Seller's sole cost, as promptly as reasonably practicable (which work may extend after the Closing Date), or (b) reduce the Purchase Price by the amount of the Casualty Loss (net to Seller's interest). In each case, Seller shall retain all rights to insurance and other claims against Third Parties with respect to the applicable Casualty Loss except to the extent the Parties otherwise agree in writing. With respect to all other Casualty Losses, Seller shall assign and subrogate to Buyer all rights to insurance and other claims with respect to such Casualty Losses.

11.15 Expert Proceedings.

(a) Each matter referred to this Section 11.15 (a "Disputed Matter") shall be conducted in accordance with the Commercial Arbitration Rules of the AAA as supplemented to the extent necessary to determine any procedural appeal questions by the Federal Arbitration Act (Title 9 of the United States Code), but only to the extent that such rules do not conflict with the terms of this Section 11.15. Any notice from one Party to the other referring a dispute to this Section 11.15 shall be referred to herein as an "Expert Proceeding Notice".

(b) The arbitration shall be held before a one member arbitration panel (the "Expert"), mutually agreed by the Parties. The Expert must (i) be a neutral party who has never been an officer, director or employee of or performed material work for a Party or any Party's Affiliate within the preceding five (5)-year period and (ii) agree in writing to keep strictly confidential the specifics and existence of the dispute as well as all proprietary records of the Parties reviewed by the Expert in the process of resolving such dispute. The Expert must have not less than fifteen (15) years' experience as a lawyer in the State of North Dakota with experience in exploration and production issues. If disputes exist with respect to both title and environmental matters, the Parties may mutually agree to conduct separate arbitration proceedings with the title disputes and environmental disputes being submitted to separate Experts. If, within five (5) Business Days after delivery of an Expert Proceeding Notice, the Parties cannot mutually agree on an Expert, then within seven (7) Business Days after delivery of such Expert Proceeding Notice, each Party shall provide the other with a list of three (3) acceptable, qualified experts, and within ten (10) Business Days after delivery of such Expert Proceeding Notice, the Parties shall each separately rank from one through six in order of preference each proposed expert on the combined lists, with a rank of one being the most preferred expert and the rank of six being the least preferred expert, and provide their respective rankings to the Dallas office of the AAA. Based on those rankings, the AAA will appoint the expert with the combined lowest numerical ranking to serve as the Expert for the Disputed Matters. If the rankings result in a tie or the AAA is otherwise unable to

determine an Expert using the Parties' rankings, the AAA will appoint an arbitrator from one of the Parties' lists as soon as practicable upon receiving the Parties' rankings. Each Party will be responsible for paying one-half (1/2) of the fees charged by the AAA for the services provided in connection with this Section 11.15(b).

(c) Within five (5) Business Days following the receipt by either Party of the Expert Proceeding Notice, the Parties will exchange their written description of the proposed resolution of the Disputed Matters. Provided that no resolution has been reached, within five (5) Business Days following the selection of the Expert, the Parties shall submit to the Expert the following: (i) this Agreement, with specific reference to this Section 11.15 and the other applicable provisions of this Article 11, (ii) Buyer's written description of the proposed resolution of the Disputed Matters, together with any relevant supporting materials, (iii) Seller's written description of the proposed resolution of the Disputed Matters, together with any relevant supporting materials, and (iv) the Expert Proceeding Notice.

(d) The Expert shall make its determination by written decision within fifteen (15) days following receipt of the materials described in Section 11.15(c) above (the "Expert Decision"). The Expert Decision with respect to the Disputed Matters shall be limited to the selection of the single proposal for the resolution of the aggregate Disputed Matters proposed by a Party that best reflects the terms and provisions of this Agreement, *i.e.*, the Expert must select either Buyer's proposal or Seller's proposal for resolution of the aggregate Disputed Matters.

(e) The Expert Decision shall be final and binding upon the Parties, without right of appeal, absent manifest error. In making its determination, the Expert shall be bound by the rules set forth in this Article 11. The Expert may consult with and engage disinterested Third Parties to advise the Expert, but shall disclose to the Parties the identities of such consultants. Any such consultant shall not have worked as an employee or consultant for either Party or its Affiliates during the five (5)-year period preceding the arbitration nor have any financial interest in the dispute.

(f) The Expert shall act as an expert for the limited purpose of determining the specific matters submitted for resolution herein and shall not be empowered to award damages, interest, or penalties to either Party with respect to any matter. Each Party shall bear its own legal fees and other costs of preparing and presenting its case. All costs and expenses of the Expert shall be borne by the non-prevailing Party in any such arbitration proceeding.

ARTICLE 12
GENERAL PROVISIONS

12.01 Records. Seller, at Buyer's cost and expense, shall deliver (a) all electronic Records to Buyer as soon as practical on or following the Closing Date (and shall use commercially reasonable efforts to deliver such electronic Records no later than three (3) Business Days following the Closing Date, and (b) originals (or copies where no original exists) of all other Records to Buyer (FOB Seller's office) within sixty (60) days after the Closing;

provided that Seller is entitled to retain the original Records related to accounting and Asset Taxes prior to the Effective Time and may provide Buyer with a copy in lieu of the original Record. With respect to any original Records delivered to Buyer, subject to Section 12.13, (a) Seller shall be entitled to retain copies of such Records, and (b) Buyer shall retain any such original Records for at least seven (7) years beyond the Closing Date, during which seven (7)-year period Seller shall be entitled to obtain access to such Records, at reasonable business hours and upon prior notice to Buyer, so that Seller may make copies of such original Records, at its own expense, as may be reasonable or necessary for Tax purposes or in connection with any Proceeding or Threatened Proceeding against Seller.

12.02 Expenses.

(a) Except as otherwise expressly provided in this Agreement, each Party to this Agreement shall bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants. However, the prevailing Party in any Proceeding brought under or to enforce this Agreement, excluding any expert proceeding pursuant to Section 11.15 or Section 2.05(d), shall be entitled to recover court costs and arbitration costs, as applicable, and reasonable attorneys' fees from the non-prevailing Party or Parties, in addition to any other relief to which such Party is entitled.

(b) All Transfer Taxes and all required documentary, filing and recording fees and expenses in connection with the filing and recording of the assignments, conveyances or other Instruments of Conveyance required to convey title to the Assets to Buyer shall be borne by Buyer. The Parties shall cooperate in good faith to minimize, to the extent permissible under applicable law, the amount of any such Transfer Taxes.

(c) Asset Taxes.

(i) Seller shall be allocated and bear, all Asset Taxes attributable to (i) any Tax period ending prior to the Effective Time and (ii) the portion of any Straddle Period ending immediately prior to the Effective Time. Buyer shall be allocated and bear all Asset Taxes attributable to (x) any Tax period beginning at or after the Effective Time and (y) the portion of any Straddle Period beginning at the Effective Time.

(ii) For purposes of determining the allocations described in Section 12.02(c)(i), (A) Asset Taxes that are attributable to the severance or production of Hydrocarbons (other than such Asset Taxes described in clause (C) below) shall be allocated to the period in which the severance or production giving rise to such Asset Taxes occurred; (B) Asset Taxes that are based upon or related to sales or receipts or imposed on a transactional basis (other than such Asset Taxes described in clause (A) or (C)) shall be allocated to the period in which the transaction giving rise to such Asset Taxes occurred; and (C) Asset Taxes that are ad valorem, property or other Asset Taxes imposed on a periodic basis with respect to a Straddle Period shall be allocated *pro rata* per day between the portion of such Straddle Period

ending immediately prior to the Effective Time (which shall be Seller's responsibility) and the portion of the Straddle Period beginning at the Effective Time (which shall be Buyer's responsibility). Notwithstanding anything in this Section 12.02(c) to the contrary, Gross Products Taxes shall be deemed attributable to the period during which the production giving rise to the Gross Products Taxes occurs, and liability therefor apportioned between the Parties in accordance with the production attributable to their relative ownership prior to or after Effective Time, as applicable.

(iii) To the extent the actual amount of any Asset Tax described in this Section 12.02(c) is not known at the time an adjustment is to be made with respect to such Asset Tax pursuant to Section 2.03, Section 2.05(c) or Section 2.05(d), as applicable, Buyer and Seller shall utilize the most recent information available in estimating the amount of such Asset Tax for purposes of such adjustment. To the extent the actual amount of any Asset Tax (or the amount thereof paid or economically borne by a Party) is ultimately determined to be different than the amount (if any) that was taken into account in the Final Settlement Statement as finally determined pursuant to Section 2.05(d), timely payments will be made from one Party to the other to the extent necessary to cause each Party to bear the amount of such Asset Tax that is allocable to such Party under this Section 12.02(c).

(d) Except as required by applicable Legal Requirements, in respect of Asset Taxes,

(i) Seller shall be responsible for timely paying, or withholding and remitting, as applicable, (A) all Asset Taxes that are based on severance or production of Hydrocarbons (including, for the avoidance of doubt, Gross Products Taxes) occurring on or prior to the Closing Date, (B) all Asset Taxes (other than the Asset Taxes described in clause (A)) that are ad valorem or property Taxes imposed on a periodic basis relating to any Tax period that ends before or includes the Effective Time that are required to be paid on or prior to the Closing Date, and (C) all other Asset Taxes required to be paid on or prior to the Closing Date, and Seller shall file with the appropriate Governmental Body any and all Tax Returns required to be filed with respect to such Asset Taxes. Seller shall provide Buyer with evidence reasonably satisfactory to Buyer of the payment of all Asset Taxes described in this Section 12.02(d)(i) within ten (10) Business Days after Seller's payment thereof.

(ii) Buyer shall be responsible for timely paying, or withholding and remitting, as applicable, (A) all Asset Taxes that are based on severance or production of Hydrocarbons (including, for the avoidance of doubt, Gross Products Taxes) occurring after the Closing Date and (B) all other Asset Taxes relating to any Tax period that ends before or includes the Effective Time that are required to be paid after the Closing Date, and Buyer shall file with the appropriate Governmental Body any and all Tax Returns required to be filed with respect to such Asset Taxes. Buyer shall provide Seller with evidence reasonably satisfactory to Buyer of the payment of all Asset Taxes described in this Section 12.02(d)(ii) within ten

(10) Business Days after Buyer's payment thereof. Buyer shall prepare all such Tax Returns that are required to be filed after the Closing Date relating to any Straddle Period on a basis consistent with past practice except to the extent otherwise required by applicable Legal Requirements. Buyer shall provide Seller with a copy of any such Tax Return relating to any Straddle Period for Seller's review at least ten (10) days prior to the due date for the filing of such Tax Return (or within a commercially reasonable period after the end of the relevant Taxable period, if such Tax Return is required to be filed less than ten (10) days after the close of such Taxable period), and Buyer shall incorporate all reasonable comments of Seller provided to Buyer in advance of the due date for the filing of such Tax Return.

(iii) The Parties agree that (x) this Section 12.02(d) is intended to solely address the timing and manner in which certain Tax Returns relating to Asset Taxes are filed and the Asset Taxes shown thereon are paid to the applicable taxing authority, and (y) nothing in this Section 12.02(d) shall be interpreted as altering the manner in which Asset Taxes are allocated to and economically borne by the Parties.

(e) Buyer and Seller agree to furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Assets, including access to books and records, as is reasonably necessary for the filing of all Tax Returns by Buyer or Seller, the making of any election relating to Taxes, the preparation for any audit by any taxing authority and the prosecution or defense of any claim, suit or proceeding relating to any tax. The Parties agree to retain all books and records with respect to Tax matters pertinent to the Assets relating to any Tax period beginning before the Closing Date until sixty (60) days after the expiration of the statute of limitations of the respective Tax periods (taking into account any extensions thereof) and to abide by all record retention agreements entered into with any taxing authority.

(f) Seller shall be entitled to any and all refunds of Asset Taxes allocated to Seller pursuant to Section 12.02(c), and Buyer shall be entitled to any and all refunds of Asset Taxes allocated to Buyer pursuant to Section 12.02(c). If a Party receives a refund of Asset Taxes to which the other Party is entitled pursuant to this Section 12.02(f), the first Party shall promptly pay such amount to the other Party, net of any reasonable costs or expenses incurred by the first Party in procuring such refund.

12.03 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by fax (with written confirmation of receipt), (c) sent by electronic mail with receipt acknowledged, with the receiving Party affirmatively obligated to promptly acknowledge receipt, or (d) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate recipients, addresses, and fax numbers set forth below (or to such other recipients, addresses, or fax numbers as a Party may from time to time designate by notice to the other Party):

NOTICES TO BUYER:

Valorem Energy Operating, LLC
3030 NW Expressway, Suite 1100
Oklahoma City, Oklahoma 73120
Attention: Legal
Email: jeremy.fitzpatrick@valorem-energy.com

NOTICES TO SELLER:

c/o Linn Energy Holdings, LLC
600 Travis Street
Houston, Texas 77002
Attention: Candice J. Wells, General Counsel
Fax: (832) 726-5955
Email: CWells@linnenergy.com

With a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
609 Main Street, 45th Floor
Houston, TX 77002
Attention: Anthony Speier, P.C.
Rahul Vashi
Fax: (713) 835-3601
Email: anthony.speier@kirkland.com
rahul.vashi@kirkland.com

12.04 Governing Law; Jurisdiction; Service of Process; Jury Waiver. **THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RIGHTS, DUTIES AND THE LEGAL RELATIONS AMONG THE PARTIES HERETO AND THERETO SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION; *PROVIDED, HOWEVER,* THAT ANY MATTERS RELATED TO REAL PROPERTY SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE SUCH REAL PROPERTY IS LOCATED. WITHOUT LIMITING THE PARTIES' AGREEMENT TO ARBITRATE IN SECTION 11.15 OR THE DISPUTE RESOLUTION PROCEDURE PROVIDED IN SECTION 2.05(D) WITH RESPECT TO DISPUTES ARISING THEREUNDER, THE PARTIES HERETO CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE FEDERAL COURTS OF THE UNITED STATES LOCATED IN HOUSTON, TEXAS OR THE STATE COURTS LOCATED IN HOUSTON, TEXAS FOR ANY ACTION ARISING OUT OF THIS AGREEMENT, ANY TRANSACTION DOCUMENTS, OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED**

TO, OR FROM THIS AGREEMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY SHALL BE EXCLUSIVELY LITIGATED IN SUCH COURTS DESCRIBED ABOVE HAVING SITES IN HOUSTON, TEXAS AND EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS SOLELY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. EACH PARTY HERETO VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, THAT A FINAL AND NONAPPEALABLE JUDGMENT AGAINST A PARTY IN ANY ACTION OR PROCEEDING CONTEMPLATED ABOVE SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION WITHIN OR OUTSIDE THE UNITED STATES BY SUIT ON THE JUDGMENT, A CERTIFIED OR EXEMPLIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND AMOUNT OF SUCH JUDGMENT. TO THE EXTENT THAT A PARTY OR ANY OF ITS AFFILIATES HAS ACQUIRED, OR HEREAFTER MAY ACQUIRE, ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, SUCH PARTY (ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES) HEREBY IRREVOCABLY (I) WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS WITH RESPECT TO THIS AGREEMENT AND (II) SUBMITS TO THE PERSONAL JURISDICTION OF ANY COURT DESCRIBED IN THIS SECTION 12.04.

12.05 Further Assurances. The Parties agree (a) to furnish upon request to each other such further information, (b) to execute, acknowledge, and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

12.06 Waiver. The rights and remedies of the Parties are cumulative and not alternative. Neither the failure nor any delay by either Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable Legal Requirement, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party, (b) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (c) no notice to or demand on one Party shall be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

12.07 Entire Agreement and Modification. This Agreement supersedes all prior discussions, communications, and agreements (whether oral or written) between the Parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended or otherwise modified except by a written agreement executed by both Parties. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by either Party that is not embodied in this Agreement together with the documents, instruments, and writings that are delivered pursuant hereto, and neither Party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of any Schedule or Exhibit hereto, the terms and provisions of this Agreement shall govern, control, and prevail.

12.08 Assignments, Successors, and No Third Party Rights. Neither Party may assign any of its rights, liabilities, covenants, or obligations under this Agreement without the prior written consent of the other Party (which consent may be granted or denied at the sole discretion of the other Party); *provided* that Buyer (without the consent of Seller) may assign all or part of its rights under this Agreement (including its rights to receive the Assets) to a wholly owned subsidiary of Buyer, and (a) any assignment (other than an assignment by Buyer to a wholly owned subsidiary) made without such consent shall be void, and (b) in the event of such consent (or an assignment by Buyer to a wholly owned subsidiary), such assignment nevertheless shall not relieve such assigning Party of any of its obligations under this Agreement without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement shall apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement or any other agreement contemplated herein shall be construed to give any Person other than the Parties and their permitted assignees (and Buyer Group and Seller Group who are entitled to indemnification under Article 10), any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. Subject to the preceding sentence, this Agreement, any other agreement contemplated herein, and all provisions and conditions hereof and thereof, are for the sole and exclusive benefit of the Parties and such other agreements (and Buyer Group and Seller Group who are entitled to indemnification under Article 10), and their respective successors and permitted assigns.

12.09 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

12.10 Article and Section Headings, Construction. The headings of Sections, Articles, Exhibits, and Schedules in this Agreement are provided for convenience only and shall not affect its construction or interpretation. All references to “Section,” “Article,” “Exhibit,” or “Schedule” refer to the corresponding Section, Article, Exhibit, or Schedule of this Agreement. Unless expressly provided to the contrary, the words “hereunder,” “hereof,” “herein,” and words of similar import are references to this Agreement as a whole and not any particular Section, Article, Exhibit, Schedule, or other provision of this Agreement. Each definition of a defined

term herein shall be equally applicable both to the singular and the plural forms of the term so defined. All words used in this Agreement shall be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms and (in its various forms) means including without limitation. If the date specified in this Agreement for giving any notice or taking any action is not a Business Day (or if the period during which any notice is required to be given or any action taken expires on a date which is not a Business Day), then the date for giving such notice or taking such action (or the expiration date of such period during which notice is required to be given or action taken) shall be the next day which is a Business Day. Each Party has had substantial input into the drafting and preparation of this Agreement and has had the opportunity to exercise business discretion in relation to the negotiation of the details of the Contemplated Transactions. This Agreement is the result of arm's-length negotiations from equal bargaining positions. This Agreement shall not be construed against either Party, and no consideration shall be given or presumption made on the basis of who drafted this Agreement or any particular provision hereof or who supplied the form of Agreement.

12.11 Counterparts. This Agreement may be executed and delivered (including by facsimile or e-mail transmission) in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

12.12 Press Release. No Party shall make any press release or other public announcement respecting this Agreement or the Contemplated Transactions prior to the time that is twenty-four (24) hours following the execution and delivery of this Agreement by the Parties. Subject to Section 12.13, if, prior to Closing, any Party wishes to make a press release or other public announcement respecting this Agreement or the Contemplated Transactions, such Party will provide the others with a draft of the press release or other public announcement for review at least twenty-four (24) hours prior to the time that such press release or other public announcement is to be made. The Parties will attempt in good faith to expeditiously reach agreement on such press release or other public announcement and the contents thereof; *provided* that failure to reach such agreement shall not prohibit a Party from making a press release or public announcement. Failure to provide comments back to the other Party within twenty-four (24) hours of receipt of the draft release or announcement will be deemed consent to the public disclosure of such press release or other public announcement and the content thereof. Seller and Buyer shall each be liable for the compliance of their respective Affiliates with the terms of this Section 12.12. Notwithstanding anything to the contrary in this Section 12.12, no Party shall issue a press release or other public announcement that includes the name of the other Party or its Affiliates without the prior written consent of such other Party (which consent may be withheld in such other Party's sole discretion). Seller shall not disclose the identity of Buyer or its Affiliates in any filings under the Securities Exchange Act of 1934, as amended, or file this Agreement thereunder until it is required to file its Annual Report on Form 10-K for the twelve months ended December 31, 2017, unless it is advised by its counsel that such disclosure or filing must be made sooner in which case Seller shall provide prompt written notice thereof to Buyer.

12.13 Confidentiality. The Confidentiality Agreement shall terminate on the Closing Date and will thereafter be of no further force or effect. Each Party shall keep confidential, and cause its Affiliates and instruct its Representatives to keep confidential, all terms and provisions of this Agreement, except (a) as required by Legal Requirements or any standards or rules of any stock exchange to which such Party or any of its Affiliates is subject, (b) for information that is available to the public on the Closing Date, or thereafter becomes available to the public other than as a result of a breach of this Section 12.13, (c) to the extent required to be disclosed in connection with complying with or obtaining a waiver of any Preferential Purchase Right or Consent, (d) to any Affiliate or Representative of such Party, (e) in the case of Buyer, to any potential purchaser of (or joint venture partner with respect to) all or any portion of the Assets and any direct and/or indirect (current or potential) investor or lender, and (f) to the extent that such Party must disclose the same in any Proceeding brought or Threatened by or against it to enforce or defend its rights under this Agreement. This Section 12.13 shall not prevent either Party from recording the Instruments of Conveyance delivered at the Closing or from complying with any disclosure requirements of Governmental Bodies that are applicable to the transfer of the Assets. Additionally, from and after the Closing, Seller shall keep confidential and not use any of the Records other than for tax purposes or in connection with any Proceeding or Threatened Proceeding against Seller. The covenant set forth in this Section shall terminate two (2) years after the Closing Date.

12.14 Name Change. As promptly as practicable, but in any event within sixty (60) days after the Closing Date, Buyer shall eliminate, remove or paint over the use of the name “Linn” and variants thereof from the Assets, and, except with respect to such grace period for eliminating the existing usage, shall have no right to use any logos, trademarks, or trade names belonging to Seller or any of its Affiliates. Buyer shall be solely responsible for any direct or indirect costs or expenses resulting from the change in use of name and any resulting notification or approval requirements.

12.15 Preparation of Agreement. Both Seller and Buyer and their respective counsel participated in the preparation of this Agreement. In the event of any ambiguity in this Agreement, no presumption shall arise based on the identity of the draftsman of this Agreement.

12.16 Appendices, Exhibits and Schedules**.** All of the Appendices, Exhibits and Schedules referred to in this Agreement are hereby incorporated into this Agreement by reference and constitute a part of this Agreement. Each Party to this Agreement and its counsel has received a complete set of Appendices, Exhibits and Schedules prior to and as of the execution of this Agreement.

12.17 Specific Performance. Each Party hereby acknowledges and agrees that the rights of each Party to consummate the transactions contemplated hereby are special, unique and of extraordinary character and that, if Seller, or after Closing, Buyer, violates or fails or refuses to perform any covenant or agreement made by it herein, the non-breaching Parties may be without an adequate remedy at law. If Seller, or after Closing, Buyer violates or fails or refuses to perform any covenant or agreement made by such Party herein, the non-breaching Parties, subject to the terms hereof and in addition to any remedy at law for damages or other relief permitted under this Agreement, may (at any time prior to the valid termination of this Agreement pursuant to Article 9) institute and prosecute an action in any court of competent jurisdiction to enforce specific performance of such covenant or agreement or seek any other equitable relief, without the necessity of proving actual damages or posting of a bond. For clarity, Seller shall only have the right to seek specific performance of Buyer’s covenants and agreements contained herein following the Closing.

12.18 Non-Recourse. This Agreement may only be enforced against, and any Damages based upon, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement may only be brought against, the entities that are expressly named as Parties hereto and then only with respect to the specific obligations set forth herein or therein with respect to such Party. For further clarity, no past, present or future director, manager, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, lender, debt provider or other representative (in each case, in their capacities as such) of any Party hereto or of any Affiliate of any Party hereto or any such past, present or future director, manager, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, lender, debt provider or other representative (in each case, in their capacities as such) (collectively, a "Party Affiliate"), or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any Party hereto or thereto under this Agreement or for any Damages based on, in respect of or by reason of the transactions contemplated hereby or thereby.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

SELLER:

Linn Energy Holdings, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

Linn Operating, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

BUYER:

Valorem Energy Operating, LLC

By: /s/ Justin W. Cope
Name: Justin W. Cope
Title: Chief Executive Officer

PURCHASE AND SALE AGREEMENT
DATED DECEMBER 18, 2017,
BY AND BETWEEN
LINN ENERGY HOLDINGS, LLC AND LINN OPERATING, LLC
AS SELLER,
AND
SCOUT ENERGY GROUP IV, LP
AS BUYER

TABLE OF CONTENTS

EXHIBITS AND SCHEDULES

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of December 18, 2017 (the "Execution Date"), by and between Linn Energy Holdings, LLC, a Delaware limited liability company ("LEH"), and Linn Operating, LLC, a Delaware limited liability company ("LOI" and together with LEH the "Seller"), and Scout Energy Group IV, LP a Texas limited partnership, ("Buyer"). Seller and Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITAL

Seller desires to sell, and Buyer desires to purchase, all of Seller's right, title and interest in and to certain oil and gas properties and related assets and contracts, effective as of the Effective Time, for the consideration and on the terms set forth in this Agreement.

AGREEMENT

For and in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, in addition to other capitalized terms defined in this Agreement, the following terms have the meanings specified or referred to in this Article 1 when capitalized:

"AAA" – the American Arbitration Association.

"Accounting Expert" – as defined in Section 2.05(d).

"AFE" – as defined in Section 3.13.

"Affiliate" – with respect to a Party, any Person directly or indirectly controlled by, controlling, or under common control with, such Party, including any subsidiary of such Party and any "affiliate" of such Party within the meaning of Reg. §240.12b-2 of the Securities Exchange Act of 1934, as amended. As used in this definition, "control" means possession, directly or indirectly, of the power to direct or cause the direction of management, policies, or action through ownership of voting securities, contract, voting trust, or membership in management or in the group appointing or electing management or otherwise through formal or informal arrangements or business relationships. The terms "controlled by," "controlling," and other derivatives shall be construed accordingly.

"Aggregate Defect Deductible" – an amount equal to three percent (3%) of the unadjusted Purchase Price.

"Aggregate Environmental Defect Value" – as defined in Section 11.12.

"Aggregate Title Defect Value" – as defined in Section 11.07.

"Allocated Values" – the values assigned among the Assets as set forth on Schedule 2.07.

"Applicable Contracts" – all Contracts to which Seller is a party or is bound that primarily relate to any of the Assets and (in each case) that will be binding on Buyer after the Closing, including: communitization agreements; net profits agreements; production payment agreements; area of mutual interest agreements; joint venture agreements; confidentiality agreements; farmin and farmout agreements; bottom hole agreements; crude oil, condensate, and natural gas purchase and sale, gathering, transportation, and marketing agreements; hydrocarbon storage agreements; acreage contribution agreements; operating agreements; balancing agreements; pooling declarations or agreements; unitization agreements; processing agreements; saltwater disposal agreements; facilities or equipment leases; and other similar contracts and agreements, but exclusive of any master service agreements and Contracts relating to the Excluded Assets.

"Asset Taxes" – ad valorem, property, excise, severance, production, sales, real estate, use, personal property and similar Taxes (including any interest, fine, penalty or additions to tax imposed by Governmental Bodies in connection with such taxes) based upon the operation or ownership of the Assets, the production of Hydrocarbons or the receipt of proceeds therefrom, but excluding, for the avoidance of doubt, Income Taxes and Transfer Taxes.

"Assets" – all of Seller's right, title, and interest in, to, and under the following, without duplication, except to the extent constituting Excluded Assets:

(a) all of the oil and gas leases and subleases described in Exhibit A or located within the Designated Area, together with any and all other right, title and interest of Seller in and to the leasehold estates created thereby subject to the terms, conditions, covenants and obligations set forth in such leases or Exhibit A (such interest in such leases, the "Leases"), all related rights and interests in the lands covered by the Leases and any lands pooled or unitized therewith (such lands, the "Lands"), and all Royalties applicable to the Leases and the Lands;

(b) any and all oil, gas, water, observation, injection, CO2 and disposal wells located on any of the Lands or located within the Designated Area, whether producing, shut-in, or temporarily abandoned, (such interest in such wells, including the wells set forth in Exhibit B, the "Wells"), and all Hydrocarbons produced therefrom or allocated thereto from and after the Effective Time;

(c) all fee mineral interests related to or located on the Lands or located within the Designated Area, including those described on Exhibit A-1, (such interests the "Fee Minerals");

(d) all rights and interests in, under or derived from all unitization and pooling agreements, declarations and orders in effect with respect to any of the Leases or Wells and the units created thereby, including the units shown on Exhibit A-2, (the "Units" and together with the Leases, the Lands, the Wells, and the Fee Minerals, the "Properties" or individually, a "Property");

(e) all pipelines and gathering systems used solely in connection with the Properties or located within the Designated Area, including the "Gathering System" as described on Exhibit A-3;

(f) to the extent that they may be assigned, transferred or re-issued by Seller (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee), all permits, licenses, allowances, water rights, registrations, consents, orders, approvals, variances, authorizations, servitudes, easements, rights-of-way, surface leases, other surface interests and surface rights to the extent appurtenant to or used primarily in connection with the ownership, operation, production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from the Properties, the Gathering System, or any of the Assets, including those described on Exhibit A-4;

(g) all equipment, machinery, fixtures and other personal, movable and mixed property located on any of the Properties, the Gathering System, or other Assets that is used primarily in connection therewith, including those items listed on Exhibit C, and including well equipment, casing, tubing, pumps, motors, machinery, platforms, rods, tanks, boilers, fixtures, compression equipment, flowlines, pipelines, gathering systems associated with the Wells, manifolds, processing and separation facilities, pads, structures, materials, and other items primarily used in the operation thereof (collectively, the "Personal Property");

(h) the real property described on Exhibit A-5 and any Personal Property located thereon;

(i) all vehicles described on Exhibit D, subject to Seller's right to remove any of the vehicles from Exhibit D assigned to any Available Employees who are not made an offer of employment by Buyer in accordance with Section 12.03(c); *provided* that Seller may not remove any mechanic's truck or similar specialty vehicle listed on Exhibit D;

(j) all disposal wells and evaporation pits that are located on the Lands;

(k) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee), all Applicable Contracts and all rights thereunder insofar as and only to the extent relating to the Assets;

(l) all Imbalances relating to the Assets;

(m) the Suspense Funds;

(n) the Specified Receivables;

(o) originals (if available, and otherwise copies) and copies in digital form (if available) of all of the books, files, records, information and data, whether written or electronically stored, primarily relating to the Assets in Seller's possession, including: (i) land and title records (including prospect files, maps, lease records, abstracts of title, title opinions and title curative documents); (ii) Applicable Contract files; (iii) correspondence; (iv) operations, environmental, production, and accounting records; (v) facility and well records; and (vi) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee), geological and seismic data (excluding interpretive data) (collectively, "Records");

(p) all Hydrocarbons in storage or existing in stock tanks, pipelines or plants (including inventory); and

(q) all radio equipment, SCADA and measurement technology, and other production related mobility devices (such as SCADA controllers), well communication devices, field office information technology and equipment (including desktop computers, laptop computers, servers, networking equipment, local area network equipment and telephone equipment, but excluding in each case, licensed software (provided that licensed software to the limited extent associated with the Wells and points downstream of the Wells will be specifically and expressly included, and the assignment thereof shall be separately documented, if such assignment is (A) requested by Buyer, (B) at no cost to Seller or its affiliates, and (C) permitted by the licensor), proprietary Seller information or connections that may be located on such devices or equipment) and any other information technology systems and licenses associated with the foregoing, in each case only to the extent such assets and licenses are (i) used or held for use solely in connection with the operation of the Properties, (ii) assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* Seller shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Buyer), and (iii) located on the Properties (the "Production-Related IT Equipment").

To the extent that any of the foregoing are used or relate to both the Assets and certain of the Excluded Assets, such as, by way of example but not limitation, ingress and egress rights and road and pipeline easements, such assets or rights shall be jointly owned by Seller, as part of the Excluded Assets, and by Buyer, as part of the Assets.

"Assignment" – the Assignment and Bill of Sale from Seller to Buyer, pertaining to the Assets other than the Production-Related IT Equipment, substantially in the form attached to this Agreement as Exhibit F.

"Assumed Liabilities" – as defined in Section 2.06.

"Assumed Litigation" – the litigation set forth in Schedule 3.05 Part A.

"Available Employee"– certain employees of Seller or its Affiliates identified in the Available Employee List to whom Buyer may, but shall not be obligated to, make an offer of employment; *provided*, *however* that Seller may not identify employees in the Available Employee List beyond the job titles indicated on Exhibit J or who do not primarily perform services in for the Seller in connection with the Assets without approval of the Buyer.

"Available Employee List"– as defined in Section 12.03(b).

"Breach" – a "Breach" of a representation, warranty, covenant, obligation, or other provision of this Agreement or any certificate delivered pursuant to Section 2.04(a)(iii) or Section 2.04(b)(iii) of this Agreement shall be deemed to have occurred if there is or has been any inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation, or other provision.

"Business Day" – any day other than a Saturday, Sunday, or any other day on which commercial banks in the State of Texas are authorized or required by law or executive order to close; *provided*, *however* any day during the Dead Period will not be considered a Business Day.

"Buyer" – as defined in the preamble to this Agreement.

"Buyer's Closing Documents" – as defined in Section 4.02(a).

"Buyer Group" – Buyer and its Affiliates, and their respective Representatives.

"Casualty Loss" – as defined in Section 11.14.

"Closing" – the closing of the Contemplated Transactions.

"Closing Date" – as defined in Section 2.03.

"COBRA" – as defined in Section 12.06.

"Code" – the Internal Revenue Code of 1986, as amended.

"Complete Remediation" – with respect to an Environmental Defect, a remediation or cure of such Environmental Defect which is substantially completed in accordance with the Lowest Cost Response.

"Confidentiality Agreement" – that certain confidentiality agreement dated as of October 3, 2017 by and between LEH and Scout Energy Partners.

"Consent" – any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization) from any Person that is required to be obtained in connection with the execution or delivery of this Agreement or the consummation of the Contemplated Transactions.

"Contemplated Transactions" – all of the transactions contemplated by this Agreement, including:

(a) the sale of the Assets by Seller to Buyer;

(b) the performance by the Parties of their respective covenants and obligations under this Agreement; and

(c) Buyer's acquisition, ownership, and exercise of control over the Assets.

"Contract" – any written or oral contract, agreement or any other legally binding arrangement, but excluding, however, any Lease, easement, right-of-way, permit or other instrument creating or evidencing an interest in the Assets or any real or immovable property related to or used in connection with the operations of any Assets.

"Cure" – as defined in Section 11.06.

"Damages" – any and all claims, demands, payments, charges, judgments, assessments, losses, liabilities, damages, penalties, fines, expenses, costs, fees, settlements, and deficiencies, including any attorneys' fees, legal, and other costs and expenses suffered or incurred therewith.

"De Minimis Environmental Defect Cost" – Fifty Thousand Dollars ($50,000).

"De Minimis Title Defect Cost" – Fifty Thousand Dollars ($50,000) per Unit or Well.

"Dead Period" – the period of time beginning December 18, 2017 and ending January 3, 2018.

"Deed" the Mineral Deed substantially in the form attached to this Agreement as Exhibit I.

"Defect Notice Date" – as defined in Section 11.04.

"Defensible Title" – title of Seller with respect to the TXPS Wells and Waterflood Units that, as of the Closing Date and subject to the Permitted Encumbrances, is deducible of record or title evidenced by unrecorded instruments or elections, in each case, made or delivered pursuant to joint operating agreements, pooling agreements or unitization agreements and:

(a) With respect to the currently producing formation in each TXPS Well (in each case, subject to any reservations, limitations or depth restrictions described in Schedule 2.07(a) or Exhibit A or Exhibit B), entitles Seller to receive not less than the Net Revenue Interest set forth in Schedule 2.07(a) for such TXPS Well, except for (i) decreases in connection with those operations in which Seller or its successors or assigns may from and after the Effective Time and in accordance with the terms of this Agreement elect to be a non-consenting co-owner, (ii) decreases resulting from the establishment or amendment from and after the Effective Time of pools or units in accordance with this Agreement, and (iii) decreases required to allow other Working Interest owners to make up past underproduction or pipelines to make up past under deliveries;

(b) with respect to the currently producing formation in each TXPS Well (in each case, subject to any reservations, limitations or depth restrictions described in Schedule 2.07(a) or Exhibit A or Exhibit B), obligates Seller to bear not more than the Working Interest set forth in Schedule 2.07(a) for such TXPS Well, except (i) increases resulting from contribution requirements with respect to defaulting co-owners under applicable operating agreements, or (ii) increases to the extent that such increases are accompanied by a proportionate increase in Seller's Net Revenue Interest;

(c) with respect to the unitized formations or unitized depths (as applicable) for each Waterflood Unit (in each case, subject to any reservations, limitations or depth restrictions described in Schedule 2.07(b) or Exhibit A or Exhibit A-2), entitles Seller to receive not less than the Net Revenue Interest set forth in Schedule 2.07(b) for such Waterflood Unit, except for (i) decreases in connection with those operations in which Seller or its successors or assigns may from and after the Effective Time and in accordance with the terms of this Agreement elect to be a non-consenting co-owner, (ii) decreases resulting from the establishment or amendment from and after the Effective Time of pools or units in accordance with this Agreement, and (iii) decreases required to allow other Working Interest owners to make up past underproduction or pipelines to make up past under deliveries;

(d) with respect to the unitized formations or unitized depths (as applicable) for each Waterflood Unit (in each case, subject to any reservations, limitations or depth restrictions described in Schedule 2.07(b) or Exhibit A or Exhibit A-2), obligates Seller to bear not more than

the Working Interest set forth in Schedule 2.07(b) for such Waterflood Unit, except (i) increases resulting from contribution requirements with respect to defaulting co-owners under applicable operating agreements, or (ii) increases to the extent that such increases are accompanied by a proportionate increase in Seller's Net Revenue Interest;

(e) is free and clear of all Encumbrances.

"Deposit Amount" – Ten percent (10%) of the unadjusted Purchase Price (including any interest accrued thereon).

"Designated Area" – the area within the following counties in the state of Texas: Carson, Gray, Hartley, Hutchinson, Moore, Oldham, Potter, Sherman.

"Dispute Notice" – as defined in Section 2.05(d).

"Disputed Matter" – as defined in Section 11.15(a).

"DOJ" – the Antitrust Division of the U.S. Department of Justice.

"DTPA" – as defined in Section 4.11.

"Effective Time" – October 1, 2017, at 12:01 a.m. local time at the location of the Assets.

"Emissions Fees" – any taxes, fees or similar payments imposed by any Governmental Body for which the amount is calculated or determined based on emissions from the Assets

"Employee Start Date" – the Business Day following the Closing, unless otherwise mutually agreed by the Parties.

"Encumbrance" – any charge, equitable interest, privilege, lien, mortgage, deed of trust, production payment, option, pledge, collateral assignment, security interest, or other arrangement substantially equivalent thereto.

"Environmental Condition" – any event occurring or condition existing on the Execution Date with respect to the Units, Leases or Wells that causes a Unit, Lease or Well to be subject to remediation under, or in violation of, an Environmental Law, other than any such event or condition to the extent caused by or relating to NORM or that was disclosed to Buyer (or of which Buyer otherwise had Knowledge) prior to the Execution Date.

"Environmental Defect" – an Environmental Condition discovered by Buyer or its Representatives as a result of any environmental diligence conducted by or on behalf of Buyer pursuant to Section 11.09 of this Agreement.

"Environmental Defect Cure Period" – as defined in Section 11.11(a).

"Environmental Defect Notice" – as defined in Section 11.10.

"Environmental Defect Value" – with respect to each Environmental Defect, the amount of the Lowest Cost Response for such Environmental Defect.

"Environmental Law" – any applicable Legal Requirement in effect as of the Execution Date relating to pollution or the protection of the environment, including those Legal Requirements relating to the storage, handling, and use of Hazardous Materials and those Legal Requirements relating to the generation, processing, treatment, storage, transportation, disposal or other management thereof. The term "Environmental Law" does not include (a) good or desirable operating practices or standards that may be voluntarily employed or adopted by other oil and gas well operators or recommended, but not required, by a Governmental Body or (b) the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 *et seq.*, as amended, or any other Legal Requirement governing worker safety or workplace conditions.

"Environmental Liabilities" – all costs, Damages, expenses, liabilities, obligations, and other responsibilities arising from or under either Environmental Laws or Third Party claims relating to the environment, and which relate to the Assets or the ownership or operation of the same.

"ERISA" – the Employee Retirement Security Act of 1974, as amended.

"ERISA Affiliate" – with respect to any entity, any other entity, trade or business that is a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes such first entity, or that is a member of the same "controlled group" as such first entity pursuant to Section 4001(a)(14) of ERISA.

"Escrow Account" – as defined in Section 2.02.

"Escrow Agent" – Citibank, N.A.

"Escrow Agreement" – as defined in Section 2.02.

"Excluded Assets" – with respect to Seller, (a) all of Seller's corporate minute books, financial records and other business records that relate to Seller's business generally (including the ownership and operation of the Assets); (b) except to the extent related to any Assumed Liabilities, all trade credits, all accounts, all receivables of Seller and all other proceeds, income or revenues of Seller attributable to the Assets and attributable to any period of time prior to the Effective Time (other than the Suspense Funds and Specified Receivables); (c) except to the extent related to any Assumed Liabilities all claims and causes of action of Seller or its Affiliates that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds); (d) except to the extent related to any Assumed Liabilities subject to Section 11.13, all rights and interests of Seller (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property; (e) Seller's rights with respect to all Hydrocarbons produced and sold from the Assets with respect to all periods prior to the Effective Time, other than those expressly included in subsection (p) in the definition of Assets; (f) all claims of Seller or any of its Affiliates for refunds of, rights to receive funds from any Governmental Body, or loss carry forwards or credits with respect to (i) Asset Taxes attributable to any period (or portion thereof) prior to the Effective Time, (ii) Income Taxes paid by Seller or its Affiliates, or (iii) any Taxes attributable to the Excluded Assets; (g) all information technology assets, other than the Production-Related IT Equipment; (h) all rights, benefits and releases of Seller or its

Affiliates under or with respect to any Contract that are attributable to periods of time prior to the Effective Time; (i) all of Seller's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (j) all documents and instruments of Seller that may be protected by an attorney-client privilege or any attorney work product doctrine; (k) all data that cannot be disclosed to Buyer as a result of confidentiality arrangements under existing written agreements; (l) all audit rights or obligations of Seller for which Seller bears responsibility arising under any of the Applicable Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets, except for any Imbalances assumed by Buyer; (m) Seller's reserve reports and Seller's interpretations of any geophysical or other seismic and related technical data and information relating to the Assets; (n) documents prepared or received by Seller or its Affiliates with respect to (i) lists of prospective purchasers for such transactions compiled by Seller, (ii) bids submitted by other prospective purchasers of the Assets, (iii) analyses by Seller or its Affiliates of any bids submitted by any prospective purchaser, (iv) correspondence between or among Seller, its Representatives, and any prospective purchaser other than Buyer, and (v) correspondence between Seller or any of its Representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated by this Agreement; (o) a copy of all Records so long as originals or a copy thereof are delivered to Buyer; (p) any Contracts that constitute master services agreements or similar contracts; (q) any Hedge Contracts; (r) any debt instruments; (s) any of Seller's assets other than the Assets; (t) any records or data related to Available Employees other than the data to be provided in the Available Employee List; and (t) any leases, rights and other assets specifically listed in Exhibit E.

"Execution Date" – as defined in the preamble to this Agreement.

"Expert" – as defined in Section 11.15(b).

"Expert Decision" – as defined in Section 11.15(d).

"Expert Proceeding Notice" – as defined in Section 11.15(a).

"Fee Minerals" – as set forth in the definition of "Assets".

"Final Amount" – as defined in Section 2.05(d).

"Final Settlement Date" – as defined in Section 2.05(d).

"Final Settlement Statement" – as defined in Section 2.05(d).

"FTC" – the Federal Trade Commission.

"Fundamental Representations" – those representations set forth in Sections 3.01, 3.02, 3.03 and 3.06.

"GAAP" – generally accepted accounting principles in the United States as interpreted as of the Execution Date.

"Gathering System" means the gathering system described on Exhibit A-3.

"Governmental Authorization" – any approval, consent, license, permit, registration, variance, exemption, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

"Governmental Body" – any (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multi-national organization or body; or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Group" – either Buyer Group or Seller Group, as applicable.

"Hazardous Materials" – any (a) chemical, constituent, material, pollutant, contaminant, substance, or waste that is regulated by any Governmental Body or may form the basis of liability under any Environmental Law; and (b) petroleum, Hydrocarbons, or petroleum products.

"Hedge Contract" – any Contract to which Seller or any of its Affiliates is a party with respect to any swap, forward, future or derivative transaction or option or similar agreement, whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

"HSR Act" – the Hart-Scott-Rodino-Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Hydrocarbons" – oil and gas and other hydrocarbons (including condensate) produced or processed in association therewith (whether or not such item is in liquid or gaseous form), or any combination thereof, and any minerals produced in association therewith.

"Imbalances" – over-production or under-production or over-deliveries or under-deliveries with respect to Hydrocarbons produced from or allocated to the Assets, regardless of whether such over-production or under-production or over-deliveries or under-deliveries arise at the wellhead, pipeline, gathering system, transportation system, processing plant, or other location, including any imbalances under gas balancing or similar agreements, imbalances under production handling agreements, imbalances under processing agreements, imbalances under the Leases, and imbalances under gathering or transportation agreements.

"Income Taxes" – income or franchise Taxes based upon, measured by, or calculated with respect to net income, profits, capital, or similar measures (or multiple bases, including corporate, franchise, business and occupation, business license, or similar Taxes, if net income, profits, capital, or a similar measure is one of the bases on which such Tax is based, measured, or calculated), but excluding ad valorem, property, excise, severance, production, sales, use, real or personal property transfer or other similar Taxes.

"Individual Claim Threshold" – as defined in Section 10.05.

"Instruments of Conveyance" – the Assignment, IT Equipment Assignment and Deed. **Except for the special warranty of Defensible Title by, through and under Seller contained therein, the foregoing Instruments of Conveyance shall be without warranty of title, whether express, implied, statutory, or otherwise, it being understood that Buyer shall have the right to conduct pre-Closing title due diligence as described below in Article 11, and that the rights and remedies set forth in Article 11 shall be Buyer's sole rights and remedies with respect to title.**

"IT Equipment Assignment" – the Assignment and Bill of Sale from Seller to Buyer, pertaining to the Production-Related IT Equipment, substantially in the form attached to this Agreement as Exhibit L.

"Knowledge" – an individual will be deemed to have "Knowledge" of a particular fact or other matter if such individual is actually aware of such fact or other matter, without any duty of inquiry. A Seller Party will be deemed to have "Knowledge" of a particular fact or other matter if any of the following individuals has Knowledge of such fact or other matter: Mark E. Ellis, President and Chief Executive Officer, Arden L. Walker, Jr., Executive Vice President and Chief Operating Officer, David B. Rottino, Executive Vice President and Chief Financial Officer, Thomas E. Emmons, Senior Vice President, Corporate Services, Jamin McNeil, Senior Vice President, Operations and Don Davis, Vice President, Operations. Buyer will be deemed to have "Knowledge" of a particular fact or other matter if any of the following individuals has Knowledge of such fact or other matter: Todd Flott, Managing Director, Jon Piot, Managing Director, John Baschab, Managing Director, Juan Nevarez, Senior Vice President, Business Development, Kevin Rathke, Vice President, Operations, and Brett Bradford, Vice President, Operations.

"Lands" – as set forth in the definition of "Assets".

"Leases" – as set forth in the definition of "Assets".

"Legal Requirement" – any federal, state, local, municipal, foreign, international, or multinational law, Order, constitution, ordinance, or rule, including rules of common law, regulation, statute, treaty, or other legally enforceable directive or requirement.

"Lowest Cost Response" – the response required or allowed under Environmental Laws in effect on the date this Agreement is executed that addresses and resolves in compliance with Environmental Laws (for current and future use in the same manner as currently used) the identified Environmental Condition in the most cost-effective manner (considered as a whole) as compared to any other response that is required or allowed under Environmental Laws. The Lowest Cost Response shall include taking no action, leaving the condition unaddressed, periodic monitoring or the recording of notices in lieu of remediation, if such responses are allowed under Environmental Laws. The Lowest Cost Response shall not include any costs or expenses relating to the assessment, remediation, removal, abatement, transportation and disposal of any asbestos, asbestos containing materials or NORM.

"Material Adverse Effect" – any change, inaccuracy, effect, event, result, occurrence, condition or fact (for the purposes of this definition, each, an "event") (whether foreseeable or not and whether covered by insurance or not) that has had or would be reasonably likely to have,

individually or in the aggregate with any other event or events, a material adverse effect on the ownership, operation or financial condition of the Assets, taken as a whole; *provided*, *however*, that the term "Material Adverse Effect" shall not include material adverse effects resulting from (i) entering into this Agreement or the announcement of the Contemplated Transactions; (ii) changes in Hydrocarbon prices; (iii) any action or omission of Seller taken in accordance with the terms of this Agreement or with the prior consent of Buyer; (iv) any effect resulting from general changes in industry, economic or political conditions in the United States; (v) civil unrest, any outbreak of disease or hostilities, terrorist activities or war or any similar disorder; (vi) acts or failures to act of any Governmental Body (including any new regulations related to the upstream industry), except to the extent arising from Seller's action or inaction; (vii) acts of God, including hurricanes and storms; (viii) any reclassification or recalculation of reserves in the ordinary course of business; (ix) natural declines in well performance; (x) general changes in Legal Requirements, in regulatory policies, or in GAAP; (xi) changes in the stock price of Buyer; (xii) matters that are cured or no longer exist by the earlier of Closing and the termination of this Agreement; or (xiii) matters as to which an adjustment is provided for under Section 2.05(c) or Seller has indemnified Buyer hereunder.

"Material Contracts" – as defined in Section 3.10.

"MMMF" – asbestos and other man-made material fibers.

"Net Revenue Interest" – with respect to any (a) TXPS Well, the interest in and to all Hydrocarbons produced, saved and sold from or allocated to such TXPS Well (in each case, limited to the applicable currently producing formation as described in the definition of "Defensible Title" and subject to any reservations, limitations or depth restrictions described in Schedule 2.07(a), Exhibit A or Exhibit B, after satisfaction of all other Royalties, and (b) Waterflood Unit, the interest in and to all Hydrocarbons produced, saved and sold from or allocated to any Well drilled in such Waterflood Unit, in each case, limited to the unitized depth or formation for such Waterflood Unit and subject to any reservations, limitations or depth restrictions described in Schedule 2.07(b), Exhibit A or Exhibit A-2, after satisfaction of all other Royalties.

"Non-Operated Assets" – Assets operated by any Person other than Seller or its Affiliates.

"NORM" – naturally occurring radioactive material.

"Order" – any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

"Organizational Documents" – (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the articles of organization and resolutions of a limited liability company; (c) the certificate of limited partnership and limited partnership agreement of a limited partnership; and (d) any amendment to any of the foregoing.

"Outside Date" – as defined in Section 9.01(d).

"Party" or "Parties" – as defined in the preamble to this Agreement.

"Permits" – all environmental and other governmental (whether federal, state, local or tribal) certificates, consents, permits (including conditional use permits), licenses, orders, authorizations, franchises and related instruments or rights solely relating to the ownership, operation or use of the Assets.

"Permitted Encumbrance" – any of the following:

(a) the terms and conditions of all Leases and Contracts if the net cumulative effect of such Leases and Contracts does not (i) materially interfere with the operation or use of any of the Assets (as currently operated and used), (ii) operate to reduce the Net Revenue Interest of Seller with respect to the currently producing formation of any TXPS Well or the unitized depths or formations for any Waterflood Unit to an amount less than the Net Revenue Interest set forth in Schedule 2.07(a) or Schedule 2.07(b), as applicable, or (iii) obligate Seller to bear a Working Interest with respect to the producing formation of any TXPS Well or the unitized depths or formations for any Waterflood Unit in any amount greater than the Working Interest set forth in Schedule 2.07(a) or Schedule 2.07(b), as applicable (unless the Net Revenue Interest for such TXPS Well or Waterflood Unit is greater than the Net Revenue Interest set forth in Schedule 2.07(a) or Schedule 2.07(b), as applicable, in the same or greater proportion as any increase in such Working Interest);

(b) any Preferential Purchase Rights, Consents and similar agreements;

(c) excepting circumstances where such rights have already been triggered prior to the Effective Time, rights of reassignment arising upon final intention to abandon or release the Assets;

(d) liens for Taxes not yet due or delinquent or, if delinquent, that are being contested in good faith by appropriate proceedings by or on behalf of Seller;

(e) all rights to consent by, required notices to, filings with, or other actions by Governmental Bodies in connection with the conveyance of the Leases, if the same are customarily sought and received after the Closing;

(f) Encumbrances or defects that Buyer has waived or is deemed to have waived pursuant to the terms of this Agreement or Title Defects that were not properly asserted by Buyer prior to the Defect Notice Date;

(g) all Legal Requirements and all rights reserved to or vested in any Governmental Body (i) to control or regulate any Asset in any manner; (ii) by the terms of any right, power, franchise, grant, license or permit, or by any provision of law, to terminate such right, power, franchise, grant, license or permit or to purchase, condemn, expropriate or recapture or to designate a purchaser of any of the Assets; (iii) to use such property in a manner which does not materially impair the use of such property for the purposes for which it is currently owned and operated; or (iv) to enforce any obligations or duties affecting the Assets to any Governmental Body with respect to any right, power, franchise, grant, license or permit;

(h) rights of a common owner of any interest currently held by Seller and such common owner as tenants in common or through common ownership to the extent that the same does not materially impair the use or operation of the Assets as currently used and operated;

(i) easements, conditions, covenants, restrictions, servitudes, permits, rights-of-way, surface leases, and other rights in the Assets for the purpose of operations, facilities, roads, alleys, highways, railways, pipelines, transmission lines, transportation lines, distribution lines, power lines, telephone lines, removal of timber, grazing, logging operations, canals, ditches, reservoirs and other like purposes, or for the joint or common use of real estate, rights-of-way, facilities and equipment, which, in each case, do not materially impair the operation or use of the Assets as currently operated and used;

(j) vendors, carriers, warehousemen's, repairmen's, mechanics', workmen's, materialmen's, construction or other like liens arising by operation of law in the ordinary course of business or incident to the construction or improvement of any property in respect of obligations which are not yet due or which are being contested in good faith by appropriate proceedings by or on behalf of Seller;

(k) Encumbrances created under Leases or any joint operating agreements applicable to the Assets or by operation of law in respect of obligations that are not yet due or that are being contested in good faith by appropriate proceedings by or on behalf of Seller;

(l) with respect to any interest in the Assets acquired through compulsory pooling, failure of the records of any Governmental Body to reflect Seller as the owner of any Assets;

(m) any Encumbrance affecting the Assets that is discharged by Seller or waived (or deemed to be waived) by Buyer pursuant to the terms of this Agreement at or prior to Closing;

(n) the Assumed Litigation;

(o) defects based solely on assertions that Seller's files lack information (including title opinions);

(p) lessor's royalties, overriding royalties, production payments, net profits interests, reversionary interests, and similar burdens if the net cumulative effect of such burdens (i) does not materially interfere with the operation or use of any of the Assets (as currently operated and used), (ii) operate to reduce the Net Revenue Interest of Seller with respect to the currently producing formation of any TXPS Well or the unitized depths or formations for any Waterflood Unit to an amount less than the Net Revenue Interest set forth in Schedule 2.07(a) or Schedule 2.07(b), as applicable, or (iii) obligate Seller to bear a Working Interest with respect to the producing formation of any TXPS Well or the unitized depths or formations for any Waterflood Unit in any amount greater than the Working Interest set forth in Schedule 2.07(a) or Schedule 2.07(b), as applicable (unless the Net Revenue Interest for such TXPS Well or Waterflood Unit is greater than the Net Revenue Interest set forth in Schedule 2.07(a) or Schedule 2.07(b), as applicable, in the same or greater proportion as any increase in such Working Interest);,

(q) defects or irregularities of title (i) as to which the relevant statute(s) of limitations or prescription would bar any attack or claim against Seller's title; (ii) arising out of lack of evidence of, or other defects with respect to, authorization, execution, delivery, acknowledgment, or approval of any instrument in Seller's chain of title absent reasonable evidence of an actual claim of superior title from a Third Party attributable to such matter; (iii) consisting of the failure to recite marital status or omissions of heirship proceedings in documents; (iv) resulting from lack of survey, unless a survey is expressly required by applicable Legal Requirements; (v) resulting from failure to record releases of liens, production payments, or mortgages that have expired by their own terms or the enforcement of which are barred by the applicable statute(s) of limitations or prescription; (vi) arising out of lack of entity authorization unless Buyer provides affirmative evidence that such entity action was not authorized and results in another Person's actual and superior claim of title; (vii) resulting from or related to probate proceedings or the lack thereof that have been outstanding for five (5) years or more; (viii) based on a gap in Seller's chain of title to any Well or Lease (A) so long as such gap does not provide a Third Party with a superior claim or (B) unless Buyer affirmatively shows such gap to exist in such records by an abstract of title, title opinion or landman's title chain; (ix) consisting of the lack of a lease amendment or consent authorizing pooling or unitization unless such Lease has been pooled in violation of the terms of such Lease, or (xi) that have been cured by prescription or limitations;

(r) Imbalances;

(s) plugging and surface restoration obligations related directly to the Assets, but only to the extent such obligations do not interfere in any material respect with the use or operation of any Assets (as currently used or operated);

(t) calls on Hydrocarbon production under existing Contracts;

(u) any matters referenced or set forth on Exhibit A, Exhibit A-2, Exhibit B, Schedule 2.07(a) or Schedule 2.07(b);

(v) mortgages on the lessor's interest under a Lease, whether or not subordinate to such Lease, that have expired on their own terms or the enforcement of which are barred by applicable statute(s) of limitations or prescription; and

(w) any maintenance of uniform interest provision in an operating agreement if waived with respect to the Contemplated Transactions by the party or parties having the right to enforce such provision or if the violation of such provision would not give rise to the unwinding of the sale of the affected Asset from Seller to Buyer.

"Person" – any individual, firm, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

"Personal Property" – as set forth in the definition of "Assets".

"Phase I Environmental Site Assessment" – a Phase I environmental property assessment of the Assets that satisfies the basic assessment requirements set forth under the current ASTM International Standard Practice for Environmental Site Assessments (Designation E1527-13) or any other visual site assessment or review of records, reports or documents.

"Post-Closing Date" – as defined in Section 2.05(d).

"Preferential Purchase Right" – any right or agreement that enables any Person to purchase or acquire any Asset or any interest therein or portion thereof as a result of or in connection with the execution or delivery of this Agreement or the consummation of the Contemplated Transactions.

"Preliminary Amount" – the Purchase Price, adjusted as provided in Section 2.05(b), based upon the best information available at the time of the Closing.

"Preliminary Settlement Statement" – as defined in Section 2.03.

"Proceeding" – any proceeding, action, arbitration, audit, hearing, investigation, request for information, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Production-Related IT Equipment" – as set forth in the definition of "Assets".

"Property" or "Properties" – as set forth in the definition of "Assets".

"Property Costs" – all operating expenses (including utilities, payroll, costs of insurance, rentals, title examination and curative actions, and overhead costs), capital expenditures (including rentals, options and other lease maintenance payments, broker fees (but expressly excluding any broker fees owed by Seller Group related to the transaction contemplated by this Agreement) and other property acquisition costs and costs of acquiring equipment), and Asset Taxes, respectively, incurred in the ordinary course of business attributable to the use, operation, and ownership of the Assets, but excluding Damages attributable to (a) personal injury or death, property damage, torts, breach of contract, or violation of any Legal Requirement, (b) Environmental Liabilities, (c) obligations with respect to Imbalances, (d) obligations to pay Royalties or other interest owners revenues or proceeds relating to the Assets but held in suspense, including Suspense Funds, and (e) claims for indemnification or reimbursement from any Third Party with respect to costs of the types described in the preceding clauses (a) through (e), whether such claims are made pursuant to contract or otherwise.

"Purchase Price" – as defined in Section 2.02.

"Qualifying Termination" – as defined in the Severance Plan.

"Records" – as set forth in the definition of "Assets".

"Representative" – with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Required Consent" – any Consent with respect to which (a) there is a provision within the applicable instrument that such Consent may be withheld in the sole and absolute discretion of the holder, or (b) there is provision within the applicable instrument expressly stating that an

assignment in violation thereof (i) is void or voidable, (ii) triggers the payment of specified liquidated damages, or (iii) causes termination of the applicable Assets to be assigned. For the avoidance of doubt, "Required Consent" does not include any Consent, which, by its terms, cannot be unreasonably withheld.

"Retained Assets" – any rights, titles, interests, assets, and properties that are originally included in the Assets under the terms of this Agreement, but that are subsequently excluded from the Assets or sale under this Agreement pursuant to the terms of this Agreement at any time before or after the Closing.

"Retained Liabilities" –Damages, liabilities and obligations arising out of (a) the disposal or transportation prior to Closing of any Hazardous Materials generated or used by Seller and taken from the Assets to any location that is not an Asset; (b) personal injury (including death) claims attributable to Seller's or its Affiliate's operation of the Assets prior to Closing; (c) failure to properly and timely pay, in accordance with the terms of any Lease, Contract or applicable Legal Requirement, all Royalties and any other Working Interest amounts (in each case) with respect to the Assets that are due by Seller or any of its Affiliates and attributable to Seller's ownership of the Assets prior to the Effective Time; (d) the Retained Litigation; (e) any claim made by an employee of Seller or any Affiliate of Seller directly relating to such employment; and (f) disposal wells plugged prior to the Effective Time; *provided* that, from and after the date that is twenty-four (24) months following the Closing Date, all Damages, liabilities and obligations arising out of clauses (a), (b) and (c) shall no longer be Retained Liabilities and shall be deemed Assumed Liabilities.

"Retained Litigation" – the litigation set forth in Schedule 3.05 Part B.

"Royalties" – royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests, back-in interests and other burdens upon, measured by or payable out of production.

"Seller" – as defined in the preamble to this Agreement.

"Seller Closing Documents" – as defined in Section 3.02(a).

"Seller Group" – Seller and its Affiliates, and their respective Representatives.

"Seller Party" – each of LEH and LOI, individually.

"Specified Receivables" – accounts receivable owed to Seller as operator of any Wells to satisfy previous overpayments by Seller to Third Parties, and the right to recoup same out of proceeds of production in respect of such Wells.

"Straddle Period" – any tax period beginning before and ending after the Effective Time.

"Suspense Funds" – proceeds of production and associated penalties and interest in respect of any of the Wells that are payable to any Third Party and are being held in suspense by Seller as the operator of such Wells.

"Tax" or "Taxes" – (a) any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, assessments, unclaimed property and escheat obligations and other governmental charges imposed by any Governmental Body, including income, profits, franchise, alternative or add-on minimum, gross receipts, environmental (including taxes under Section 59A of the Code), registration, withholding, employment, social security (or similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, estimated, unemployment, severance, compensation, utility, stamp, premium, windfall profits, transfer, gains, production and excise taxes, and customs duties, together with any interest, penalties, fines or additions thereto and (b) any successor or transferee liability in respect of any items described in clause (a) above; *provided*, *however*, that such term shall not include Emissions Fees.

"Tax Allocation" – as defined in Section 2.07.

"Tax Returns" – any and all reports, returns, declarations, claims for refund, elections, disclosures, estimates, information reports or returns or statements supplied or required to be supplied to a Governmental Body in connection with Taxes, including any schedule or attachment thereto or amendment thereof.

"Third Party" – any Person other than a Party or an Affiliate of a Party.

"Threatened" – a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made in writing to a Party or any of its officers, directors, or employees that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

"Title Benefit" – as defined in Section 11.08.

"Title Benefit Notice" – as defined in Section 11.08.

"Title Benefit Properties" – as defined in Section 11.08.

"Title Benefit Value" – as defined in Section 11.08.

"Title Defect" – any Encumbrance, defect or other matter that causes Seller not to have Defensible Title in and to any of the TXPS Wells or Waterflood Units, without duplication; *provided* that the following shall not be considered Title Defects:

(a) defects arising out of the lack of corporate or other entity authorization unless Buyer provides affirmative evidence that such corporate or other entity action was not authorized and results in another Person's actual and superior claim of title to the relevant Assets;

(b) defects based on a gap in Seller's chain of title in the county or parish records, unless Buyer affirmatively shows such gap to exist in such records by an abstract of title, title opinion or landman's title chain, which documents (if any) shall be included in a Title Defect Notice (for the avoidance of doubt, a non-certified, cursory or limited title chain will satisfy this requirement);

(c) defects based upon the failure to record any federal or state Leases or any assignments of interests in such Leases in any applicable public records;

(d) any Encumbrance or loss of title resulting from Seller's conduct of business between the Effective Time and the Closing that is permitted by this Agreement;

(e) defects arising from any change in applicable Legal Requirement after the Execution Date;

(f) defects arising from any prior oil and gas lease taken more than ten (10) years prior to the Effective Time relating to the lands covered by a Lease not being surrendered of record, unless Buyer provides affirmative evidence that a Third Party has conducted operations on, or asserted ownership of, the Assets in the past five (5) years;

(g) defects that affect only which non-Seller Person has the right to receive royalty payments rather than the amount or the proper payment of such royalty payment;

(h) defects based solely on the lack of information in Seller's files;

(i) defects arising from a mortgage encumbering the oil, gas or mineral estate of any lessor unless a complaint of foreclosure has been duly filed or any similar action taken by the mortgagee thereunder and in such case such mortgage has not been subordinated to the Lease applicable to such Asset; and

(j) defects or irregularities that would customarily be waived by a reasonably prudent owner or operator of oil and gas properties in the same geographic area where the Assets are located.

"Title Defect Cure Period" – as defined in Section 11.06(a).

"Title Defect Notice" – as defined in Section 11.04.

"Title Defect Property" – as defined in Section 11.04.

"Title Defect Value" – as defined in Section 11.04.

"Transfer Tax" – all transfer, documentary, sales, use, stamp, registration and similar Taxes (but excluding Income Taxes) and fees arising out of, or in connection with, the transfer of the Assets.

"TXPS Wells" – the Wells set forth on Schedule 2.07(a).

"Units" – as set forth in the definition of "Assets".

"Waterflood Units" – the Units set forth on Schedule 2.07(b).

"Wells" – as set forth in the definition of "Assets".

"Working Interest" – with respect to any (a) TXPS Well, the interest in and to such TXPS Well that is burdened with the obligation to bear and pay costs and expenses of maintenance, development and operations on or in connection with such TXPS Well (in each case, limited to the applicable currently producing formation as described in the definition of "Defensible Title" and subject to any reservations, limitations or depth restrictions described in Exhibit A, Exhibit B, or Schedule 2.07(a) but without regard to the effect of any Royalties or other burdens and (b) any Waterflood Unit, the interest in and to any Well drilled in such Waterflood Unit that is burdened with the obligation to bear and pay costs and expenses of maintenance, development and operations on or in connection with such Waterflood Unit (in each case, limited to the unitized depth or formation for each Waterflood Unit and subject to any reservations, limitations or depth restrictions described in Exhibit A, Exhibit A-1, or Schedule 2.07(b), but without regard to the effect of any Royalties or other burdens.

ARTICLE 2
SALE AND TRANSFER OF ASSETS; CLOSING

2.01 **Assets.** Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell and transfer (or shall cause to be sold and transferred) the Assets to Buyer, and Buyer shall purchase, pay for, and accept the Assets from Seller.

2.02 **Purchase Price; Deposit.** Subject to any adjustments that may be made under Section 2.05, the purchase price for the Assets will be One Hundred Twenty-Two Million Dollars ($122,000,000) (the "Purchase Price"). Within one (1) Business Day after the execution of this Agreement, Buyer will deposit by wire transfer in same day funds into an escrow account (the "Escrow Account") established pursuant to the terms of a mutually agreeable Escrow Agreement (the "Escrow Agreement") an amount equal to the Deposit Amount. The entire Deposit Amount shall be held by the Escrow Agent, and if the Closing timely occurs, on or before the Closing Date, the Parties shall execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Seller at Closing, which Deposit Amount shall be applied as a credit toward the Preliminary Amount as provided in Section 2.05(a). If this Agreement is terminated prior to the Closing in accordance with Section 9.01, then the provisions of Section 9.02 shall apply and the distribution of the Deposit Amount shall be governed in accordance therewith.

2.03 **Closing; Preliminary Settlement Statement.** The Closing shall take place at the offices of Kirkland and Ellis LLP at 609 Main Street, Houston, Texas 77002 on or before February 28, 2018, or if all conditions to Closing under Article 7 and Article 8 have not yet been satisfied or waived, within ten (10) Business Days, exclusive of any Business Days within the Dead Period, after such conditions have been satisfied or waived, subject to the provisions of Article 9 (the "Closing Date"). Subject to the provisions of Articles 7, 8, and 9, failure to consummate the purchase and sale provided for in this Agreement on the date and time and at the place determined pursuant to this Section 2.03 shall not, in and of itself, result in the termination of this Agreement and shall not relieve either Party of any obligation under this Agreement. Not later than five (5) Business Days prior to the Closing Date, Seller will deliver to Buyer a statement setting forth in reasonable detail Seller's reasonable determination of the Preliminary Amount based upon the best information available at that time (the "Preliminary Settlement Statement"). As part of the Preliminary Settlement Statement, Buyer shall provide to Seller such data as is reasonably

necessary to support any estimated allocation, for purposes of establishing the Preliminary Amount. Within two (2) Business Days after its receipt of the Preliminary Settlement Statement, Buyer may submit to Seller in writing any objections or proposed changes thereto and Seller shall consider all such objections and proposed changes in good faith. The estimate agreed to by Seller and Buyer, or, absent such agreement, delivered in the Preliminary Settlement Statement by Seller in accordance with this Section 2.03, will be the Preliminary Amount to be paid by Buyer to Seller at the Closing.

2.04 **Closing Obligations.** At the Closing:

(a) Each Seller Party shall deliver (and execute, as appropriate), or cause to be delivered (and executed, as appropriate), to Buyer:

(i) the Instruments of Conveyance in the appropriate number for recording in the real property records where the Assets are located;

(ii) possession of the Assets (except the Specified Receivables and the Suspense Funds, which shall be conveyed to Buyer by way of one or more adjustments to the Purchase Price as provided in Section 2.05(c)(i)(F) and 2.05(c)(ii)(E));

(iii) a certificate, in substantially the form set forth in Exhibit G executed by an officer of such Seller Party, certifying on behalf of such Seller Party that the conditions to Closing set forth in Sections 7.01 and 7.02 have been fulfilled;

(iv) a Treasury Regulation Section 1.1445-2(b)(2) statement, certifying that such Seller Party is not a "foreign person" within the meaning of the Code;

(v) an executed counterpart of the Preliminary Settlement Statement;

(vi) for each Well operated by such Seller Party or its Affiliate on the Closing Date, such regulatory documentation on forms prepared by Buyer as is necessary to designate Buyer as operator of such Wells;

(vii) a recordable release in a form reasonably acceptable to Buyer of any trust, mortgages, financing statements, fixture filings and security agreements, in each case, securing indebtedness for borrowed money made by such Seller Party or its Affiliates affecting the Assets; and

(viii) an executed counterpart of the TSA; and

(ix) such documents as Buyer or counsel for Buyer may reasonably request, including letters-in-lieu of transfer order to purchasers of production from the Wells (which shall be prepared and provided by Buyer and reasonably satisfactory to Seller).

(b) Buyer shall deliver (and execute, as appropriate) to Seller:

(i) the Preliminary Amount (less the Deposit Amount) by wire transfer to the accounts specified by Seller in written notices given by Seller to Buyer at least two (2) Business Days prior to the Closing Date;

(ii) the Instruments of Conveyance in the appropriate number for recording in the real property records where the Assets are located;

(iii) a certificate, in substantially the form set forth in Exhibit G executed by an officer of Buyer, certifying on behalf of Buyer that the conditions to Closing set forth in Sections 8.01 and 8.02 have been fulfilled;

(iv) an executed counterpart of the Preliminary Settlement Statement;

(v) for each Well operated by any Seller Party or its Affiliate on the Closing Date, such regulatory documentation as is necessary to designate Buyer as operator of such Wells and the other Assets;

(vi) evidence of replacement bonds, guarantees, and other sureties pursuant to Section 6.03(a) and evidence of such other authorizations and qualifications as may be necessary for Buyer to own and operate the Assets;

(vii) an executed counterpart of the TSA; and

(viii) such other documents as Seller or counsel for Seller may reasonably request, including letters-in-lieu of transfer order to purchasers of production from the Wells (which shall be prepared and provided by Buyer and reasonably satisfactory to Seller).

2.05 **Allocations and Adjustments.** If the Closing occurs:

(a) Buyer shall be entitled to all production and products from or attributable to the Assets from and after the Effective Time and the proceeds thereof, and to all other income, proceeds, receipts, and credits earned with respect to the Assets on or after the Effective Time, and shall be responsible for (and entitled to any refunds with respect to) all Property Costs attributable to the Assets and incurred from and after the Effective Time. Seller shall be entitled to all production and products from or attributable to the Assets prior to the Effective Time and the proceeds thereof, and shall be responsible for (and entitled to any refunds with respect to) all Property Costs attributable to the Assets and incurred prior to the Effective Time. “Earned” and “incurred,” as used in this Agreement, shall be interpreted in accordance with generally accepted accounting principles and Council of Petroleum Accountants Society (COPAS) standards.

(b) Without limiting the allocation of costs and receipts set forth in Section 2.05(a), for each Well or Unit operated by Seller or its Affiliate, (i) Seller or its Affiliate shall retain overhead charges and rates received by Seller or its Affiliate in its capacity as “Operator” under any operating agreement or COPAS accounting procedure attributable to such Well or Unit for time periods between the Effective Time and Closing, (ii) Seller or its Affiliate shall be entitled to deduct and retain as overhead charges for the Assets a total amount

equal to $120,000 per month for time periods between the Effective Time and Closing. The charges and deductions under this Section 2.05(b) shall accrue from the Effective Time through the month in which transfer of operations occurs; *provided however*, that the overhead charges for the month in which transfer of operations occurs shall be prorated based upon the number of days in such month that Seller or its Affiliate operated such Wells (and for the number of days that the Well was in drilling or completion, or was in production, as applicable). For purposes of allocating revenues, production, proceeds, income, accounts receivable, and products under this Section 2.05, (A) liquid Hydrocarbons produced into storage facilities will be deemed to be "from or attributable to" the Wells when they pass through the pipeline connecting into the storage facilities into which they are run, and (B) gaseous Hydrocarbons and liquid Hydrocarbons produced into pipelines will be deemed to be "from or attributable to" the Wells when they pass through the receipt point sales meters on the pipelines through which they are transported. In order to accomplish the foregoing allocation of production, the Parties shall rely upon the gauging, metering, and strapping procedures, if any, conducted by Seller on or about the Effective Time and, unless demonstrated to be inaccurate, shall utilize reasonable interpolating procedures to arrive at an allocation of production when exact gauging, metering, and strapping data is not available on hand as of the Effective Time. Asset Taxes for 2017 shall be prorated in accordance with Section 13.02(b).

(c) The Purchase Price shall be, without duplication,

(i) increased by the following amounts:

(A) the aggregate amount of (i) proceeds received by Buyer from the sale of Hydrocarbons produced from and attributable to the Assets during any period prior to the Effective Time to which Seller is entitled under Section 2.05(a) (net of any (x) Royalties and (y) gathering, processing, transportation and other midstream costs) and (ii) other proceeds received with respect to the Assets for which Seller would otherwise be entitled under Section 2.05(a);

(B) the amount of all Asset Taxes allocable to Buyer pursuant to Section 13.02(b) but paid or economically borne by Seller;

(C) the aggregate amount of all non-reimbursed Property Costs (other than Asset Taxes) that have been paid by Seller that are attributable to the ownership and operation of the Assets after the Effective Time (including prepayments with respect to any period after the Effective Time);

(D) the amount of any other upward adjustment specifically provided for in this Agreement or mutually agreed upon by the Parties;

(E) to the extent that proceeds for such volumes have not been received by Seller, an amount equal to the value of all Hydrocarbons attributable to the Wells in storage facilities, stock tanks, pipelines or plants as of the Effective Time;

(F) the amount equal to fifty percent (50%) of all Specified Receivables attributable to any period prior to the Effective Time;

(G) if applicable, the amount, if any, of Imbalances in favor of Seller, *multiplied by* $2.80 per Mcf, or, to the extent that the applicable Contracts provide for cash balancing, the actual cash balance amount determined to be due to Seller as of the Effective Time; and

(ii) decreased by the following amounts:

(A) the aggregate amount of (i) proceeds received by Seller from the sale of Hydrocarbons produced from and attributable to the Assets from and after the Effective Time to which Buyer is entitled under Section 2.05(a) (net of any (x) Royalties and (y) gathering, processing, transportation and other midstream costs) and (ii) other proceeds received by Seller with respect to the Assets for which Buyer would otherwise be entitled under Section 2.05(a);

(B) the amount of all Asset Taxes allocable to Seller pursuant to Section 13.02(b) but paid or economically borne by Buyer;

(C) the aggregate amount of all downward adjustments pursuant to Article 11 ;

(D) the aggregate amount of all non-reimbursed Property Costs (other than Asset Taxes) that are attributable to the ownership or operation of the Assets prior to the Effective Time (excluding prepayments with respect to any period after the Effective Time) and paid by Buyer;

(E) the amount of the Suspense Funds;

(F) the amount of any other downward adjustment specifically provided for in this Agreement or mutually agreed upon by the Parties; and

(G) if applicable, the amount, if any, of Imbalances owing by Seller, *multiplied by* $2.80 per Mcf, or, to the extent that the applicable Contracts provide for cash balancing, the actual cash balance amount determined to be owed by Seller as of the Effective Time.

(d) As soon as practicable after the Closing, but no later than one hundred twenty (120) days following the Closing Date, Seller shall prepare and submit to Buyer a statement (the "Final Settlement Statement") setting forth each adjustment or payment which was not finally determined as of the Closing Date and showing the values used to determine such adjustments to reflect the final adjusted Purchase Price. On or before thirty (30) days after receipt of the Final Settlement Statement, Buyer shall deliver to Seller a written report containing any changes that Buyer proposes be made to the Final Settlement Statement and an explanation of any such changes and the reasons therefor together with any supporting information (the "Dispute Notice"). During such thirty (30)-day period, Buyer shall be given reasonable access to Seller's books and records relating to the matters required to be

accounted for in the Final Settlement Statement. Any changes not included in the Dispute Notice shall be deemed waived. If Buyer fails to timely deliver a Dispute Notice to Seller containing changes Buyer proposes to be made to the Final Settlement Statement, the Final Settlement Statement as delivered by Seller will be deemed to be mutually agreed upon by the Parties and will be final and binding on the Parties. Upon delivery of the Dispute Notice, the Parties shall undertake to agree with respect to any disputed amounts identified therein by the date that is one hundred eighty (180) days after the Closing Date (the "Post-Closing Date"). Except for Title Defect and Environmental Defect adjustments pursuant to Section 2.05(c)(ii)(C), which shall be subject to the arbitration provisions of Section 11.15, if the Parties are still unable to agree regarding any item set forth in the Dispute Notice as of the Post-Closing Date, then the Parties shall submit to a nationally recognized independent accounting firm mutually agreed upon by the Parties (the "Accounting Expert") a written notice of such dispute along with reasonable supporting detail for the position of Buyer and Seller, respectively, and the Accounting Expert shall finally determine such disputed item in accordance with the terms of this Agreement. The Accounting Expert shall act as an expert and not an arbitrator. In determining the proper amount of any adjustment to the Purchase Price related to the disputed item, the Accounting Expert shall not increase the Purchase Price more than the increase proposed by Seller nor decrease the Purchase Price more than the decrease proposed by Buyer, as applicable. The decision of such Accounting Expert shall be binding on the Parties, and the fees and expenses of such Accounting Expert shall be borne one-half (1/2) by Seller and one-half (1/2) by Buyer. The date upon which all adjustments and amounts in the Final Settlement Statement are agreed to (or deemed agreed to) or fully and finally determined by the Accounting Expert as set forth in this Section 2.05(d) shall be called the "Final Settlement Date," and the final adjusted Purchase Price shall be called the "Final Amount." If (a) the Final Amount is more than the Preliminary Amount, Buyer shall pay to Seller an amount equal to the Final Amount, *minus* the Preliminary Amount; or (b) the Final Amount is less than the Preliminary Amount, Seller shall pay to Buyer an amount equal to the Preliminary Amount, *minus* the Final Amount. Such payment shall be made within five (5) Business Days after the Final Settlement Date by wire transfer of immediately available funds to the accounts specified pursuant to wire instructions delivered in advance by Seller or Buyer, as applicable.

2.06 **Assumption.** If the Closing occurs, from and after the Closing Date, Buyer shall assume, fulfill, perform, pay, and discharge the following liabilities arising from, based upon, related to, or associated with the Assets and only to the extent not constituting Retained Liabilities (collectively, the "Assumed Liabilities") subject to Seller's indemnity obligations under Section 10.02 (further subject to the limitations and restrictions in Article 10): any and all Damages and obligations, known or unknown, allocable to the Assets prior to, at, or after the Effective Time, including any and all Damages and obligations: (a) attributable to or resulting from the use, maintenance, ownership, or operation of the Assets, regardless whether arising before, at or after the Effective Time, except for Property Costs which shall have been accounted for as provided under Section 2.05; (b) imposed by any Legal Requirement or Governmental Body relating to the Assets, (c) for plugging, abandonment, decommissioning, and surface restoration of the Assets, including oil, gas, injection, water, or other wells and all surface facilities; (d) subject to Buyer's rights and remedies set forth in Article 11 and the special warranty of Defensible Title set forth in the Instruments of Conveyance, attributable to or resulting from lack of Defensible Title to the

Assets; (e) attributable to the Suspense Funds, to the extent actually received by Buyer (or for which a reduction to the Purchase Price was made); (f) attributable to the Imbalances; (g) subject to Buyer's rights and remedies set forth in Article 11, attributable to or resulting from all Environmental Liabilities relating to the Assets; (h) related to the conveyance of the Assets to Buyer at Closing (including arising from the conveyance thereof without consent or in violation of a preferential purchase right or any maintenance of uniform interest provision); (i) attributable to or resulting from Asset Taxes and assessments attributable to the Assets to the extent attributable to periods (or portions thereof) from and after the Effective Time; (j) attributable to or resulting from Transfer Taxes, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties, if any, imposed or required in connection with the sale of the Assets to Buyer or the filing or recording of all assignments related to the sale of the Assets to Buyer; (k) attributable to the Leases and the Applicable Contracts; (l) attributable to Emissions Fees imposed during any period following the Closing; and (m) attributable to the Assumed Litigation. Buyer acknowledges that: (i) the Assets have been used in connection with the exploration for, and the development, production, treatment, and transportation of, Hydrocarbons; (ii) spills of wastes, Hydrocarbons, produced water, Hazardous Materials, and other materials and substances may have occurred in the past or in connection with the Assets; (iii) there is a possibility that there are currently unknown, abandoned wells, plugged wells, pipelines, and other equipment on or underneath the property underlying the Assets; (iv) it is the intent of the Parties that all liability associated with the above matters as well as any responsibility and liability to decommission, plug, or replug such wells (including the Wells) in accordance with all Legal Requirements and requirements of Governmental Bodies be passed to Buyer effective as of the Effective Time and that Buyer shall assume all responsibility and liability for such matters and all claims and demands related thereto; (v) the Assets may contain asbestos, Hazardous Materials, or NORM; (vi) NORM may affix or attach itself to the inside of wells, materials, and equipment as scale or in other forms; (vii) wells, materials, and equipment located on the Assets may contain NORM; and (viii) special procedures may be required for remediating, removing, transporting, and disposing of asbestos, NORM, Hazardous Materials, and other materials from the Assets. From and after the Closing, but effective as of the Effective Time, subject to Seller's indemnity obligations under Section 10.02 (subject to the limitations and restrictions in Article 10), Buyer shall assume, with respect to the Assets, all responsibility and liability for any assessment, remediation, removal, transportation, and disposal of these materials and associated activities in accordance with all Legal Requirements and requirements of Governmental Bodies.

2.07 **Allocation of Purchase Price.** The Purchase Price shall be allocated among the Assets as set forth in Schedule 2.07(a) and Schedule 2.07(b) hereto. Seller and Buyer agree to be bound by the Allocated Values set forth in Schedule 2.07(a) and Schedule 2.07(b) for purposes of Article 11 hereof. Seller and Buyer further agree that for the purpose of making the requisite filings under Section 1060 of the Code, and the regulations thereunder, the Purchase Price and any liabilities assumed by Buyer under this Agreement that are treated as consideration for Tax purposes shall be allocated among the Assets in a manner consistent with the Allocated Values, as set forth on Schedule 2.07(a) and Schedule 2.07(b) (the "Tax Allocation"). Seller and Buyer each agree to report, and to cause their respective Affiliates to report, the federal, state, and local income and other Tax consequences of the Contemplated Transactions, and in particular to report the information required by Section 1060(b) of the Code, and to jointly prepare Form 8594 (Asset Acquisition Statement under Section 1060 of the Code) as promptly as possible following the Closing Date and in a manner consistent with the Tax Allocation as revised to take into account

subsequent adjustments to the Purchase Price, including any adjustments pursuant to the Agreement to determine the Final Amount, and shall not take any position inconsistent therewith upon examination of any tax return, in any refund claim, in any litigation, investigation or otherwise, unless required to do so by any Legal Requirement after notice to and discussions with the other Party, or with such other Party's prior consent.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLER

Each Seller Party represents and warrants to Buyer as of the Execution Date and the Closing Date, the following:

3.01 **Organization and Good Standing.** Such Seller Party is a Delaware limited liability company, and is duly organized, validly existing, and in good standing under the laws of the State of Delaware and, where required, is duly qualified to do business and is in good standing in each jurisdiction in which the Assets are located, with full limited liability company power and authority to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use. Such Seller Party is not a "foreign person" for purposes of Section 1445 of the Code.

3.02 **Authority; No Conflict.**

(a) The execution, delivery, and performance of this Agreement and the Contemplated Transactions have been duly and validly authorized by all necessary limited liability company action on the part of such Seller Party. This Agreement has been duly executed and delivered by such Seller Party and at the Closing, all instruments executed and delivered by such Seller Party at or in connection with the Closing shall have been duly executed and delivered by such Seller Party. This Agreement constitutes the legal, valid, and binding obligation of such Seller Party, enforceable against such Seller Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law). Upon execution and delivery by such Seller Party of the Instruments of Conveyance at the Closing, such Instruments of Conveyance shall constitute legal, valid and binding transfers and conveyances of the Assets. Upon the execution and delivery by such Seller Party of any other documents at the Closing (collectively with the Instruments of Conveyance, such Seller Party's "Seller Closing Documents"), such Seller Closing Documents shall constitute the legal, valid, and binding obligations of such Seller Party, enforceable against such Seller Party in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law).

(b) Except as set forth in Schedule 3.02(b), and assuming the receipt of all Consents and the waiver of all Preferential Purchase Rights (in each case) applicable to the Contemplated Transactions, and assuming compliance with the HSR Act, neither the execution and delivery of this Agreement by such Seller Party nor the consummation or performance of any of the Contemplated Transactions by such Seller Party shall, directly or indirectly (with or without notice or lapse of time):

(i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of such Seller Party, or (B) any resolution adopted by the board of directors, managers or officers of such Seller Party;

(ii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any Contract or agreement or any Legal Requirement or Order to which such Seller Party, or any of the Assets, may be subject;

(iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that relates to the Assets; or

(iv) result in the imposition or creation of any Encumbrance upon or with respect to any of the Assets, except for Permitted Encumbrances.

3.03 **Bankruptcy.** Except for claims or matters related to the bankruptcy case of Linn Energy, LLC and its subsidiaries commenced on May 11, 2016 and concluded on February 28, 2017, for which the United States Bankruptcy Court for the Southern District of Texas retains jurisdiction, there are no bankruptcy, reorganization, receivership, or arrangement proceedings pending or being contemplated by such Seller Party or, to such Seller Party's Knowledge, Threatened against such Seller Party.

3.04 **Taxes.** All material Tax Returns required to be filed by such Seller Party with respect to Asset Taxes have been timely filed and all such Tax Returns are correct and complete in all material respects. All material Asset Taxes required to be paid by such Seller Party with respect to the Assets that are or have become due have been timely paid in full, and such Seller Party is not delinquent in the payment of any such Asset Taxes. There is not currently in effect any extension or waiver of any statute of limitations of any jurisdiction regarding the assessment or collection of any Asset Taxes relating to the Assets. There are no administrative or judicial proceedings by any taxing authority pending against Seller relating to or in connection with any Asset Taxes relating to the Assets. All Tax withholding and deposit requirements imposed by applicable Legal Requirements with respect to any of the Assets have been satisfied in all material respects. Except as disclosed on Schedule 3.04, no Asset is subject to any tax partnership agreement or provisions requiring a partnership income tax return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code or any similar state statute.

3.05 **Legal Proceedings.** Other than the Assumed Litigation and Retained Litigation, such Seller Party has not been served with any Proceeding, and, to such Seller Party's Knowledge, there is no pending or Threatened Proceeding (except for immaterial or frivolous claims) against such Seller Party or any of its Affiliates, in each case, that (a) relates to such Seller Party's ownership or operation of any of the Assets, or (b) challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions.

3.06 **Brokers.** Neither such Seller Party nor its Affiliates have incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the Contemplated Transactions other than obligations that are and will remain the sole responsibility of such Seller Party and its Affiliates.

3.07 **Compliance with Legal Requirements.** To such Seller Party's Knowledge, except as set forth in Schedule 3.07 or where lack of compliance would not have a Material Adverse Effect, there is no uncured violation by such Seller Party of any Legal Requirements (other than Environmental Laws) with respect to such Seller Party's ownership and operation of the Assets.

3.08 **Prepayments.** Except for any Imbalances, such Seller Party has not received payment under any Contract for the sale of Hydrocarbons produced from the Assets which requires delivery in the future to any party of Hydrocarbons previously paid for and not yet delivered.

3.09 **Imbalances.** To such Seller Party's Knowledge, except as set forth in Schedule 3.09, there are no Imbalances with respect to such Seller Party's obligations relating to the Wells as of the Effective Time.

3.10 **Material Contracts.** To such Seller Party's Knowledge, Schedule 3.10 sets forth all Applicable Contracts with respect to such Seller Party of the type described below as of the Execution Date (collectively, the "Material Contracts"):

(a) any Applicable Contract that is a Hydrocarbon purchase and sale, transportation, gathering, treating, processing, or similar Applicable Contract that is not terminable without penalty on ninety (90) days' or less notice;

(b) any Applicable Contract that can reasonably be expected to result in aggregate payments by such Seller Party of more than Two Hundred Thousand Dollars ($200,000) net to such Seller Party's interest during the current or any subsequent fiscal year or more than Five Hundred Thousand ($500,000) in the aggregate net to such Seller Party's interest over the term of such Applicable Contract (based on the terms thereof and contracted (or if none, current) quantities where applicable);

(c) any Applicable Contract that is an indenture, mortgage, loan, credit agreement, sale-leaseback, guaranty of any obligation, bond, letter of credit, or similar financial Contract; and

(d) any Applicable Contract that constitutes a partnership agreement, joint venture agreement, area of mutual interest agreement, joint development agreement, joint operating agreement, farmin or farmout agreement or similar Contract where the primary obligation has not been completed prior to the Effective Time (in each case, excluding any tax partnership).

Neither such Seller Party, nor to the Knowledge of such Seller Party, any other party is in default under any Material Contract, except as set forth in Schedule 3.10. Except as set forth in Schedule 3.10, there are no Contracts with Affiliates of such Seller Party that will be binding on the Assets after Closing.

3.11 **Consents and Preferential Purchase Rights.** To such Seller Party's Knowledge, except as set forth in Schedule 3.11, none of the Assets is subject to any Preferential Purchase Rights or Consents required to be obtained by such Seller Party which may be applicable to the Contemplated Transactions, except for (a) Consents and approvals of Governmental Bodies that are customarily obtained after Closing, (b) Contracts that are terminable upon not greater than ninety (90) days' notice without payment of any fee, and (c) compliance with the HSR Act.

3.12 **Permits.** Except as set forth in Schedule 3.12, (a) with respect to Assets currently operated by such Seller Party or any of its Affiliates, such Seller Party or its Affiliate (as applicable) has acquired all Permits from appropriate Governmental Bodies to conduct operations on such Assets in material compliance with all applicable Legal Requirements; (b) all such Permits are in full force and effect and no Proceeding is pending or to Seller's Knowledge Threatened to suspend, revoke or terminate any such Permit or declare any such Permit invalid; and (c) such Seller Party is in compliance in all material respects with all such Permits.

3.13 **Current Commitments.** Schedule 3.13 sets forth, as of the Execution Date, all approved authorizations for expenditures and other approved capital commitments, individually equal to or greater than One Hundred Thousand Dollars ($100,000) (net to such Seller Party's interest) (the "AFEs") relating to the Assets to drill or rework any Wells or for other capital expenditures pursuant to any of the Material Contracts for which all of the activities anticipated in such AFEs have not been completed by the Execution Date.

3.14 **Environmental Laws.** Except as disclosed on Schedule 3.14, (a) there are no actions, suits or proceedings pending, or to such Seller Party's Knowledge, threatened in writing, before any Governmental Body with respect to the Assets alleging material violations of, or material liabilities under, Environmental Laws, or claiming remediation obligations, and (b) such Seller Party has received no notice from any Governmental Body of any alleged or actual material violation or non-compliance with, or material liability under, any Environmental Law or of material non-compliance with the terms or conditions of any environmental permits, arising from, based upon, associated with or related to the Assets or the ownership or operation of any thereof.

3.15 **Wells.** Except as disclosed on Schedule 3.15 (a) no Well is subject to material penalties on allowable production after the Effective Time because of any overproduction, and (b) there are no Wells that such Seller Party is obligated by applicable Law or contract to plug or abandon or that are currently subject to exceptions to a requirement to plug or abandon issued by a Governmental Body

3.16 **Employee Benefits**.

(a) Schedule 3.16(a) contains a true and complete list of each "employee benefit plan," as defined in Section 3(3) of ERISA, and all other retirement, pension, deferred compensation, bonus, incentive, severance, executive life insurance, vacation, stock purchase, stock option, phantom stock, equity, employment, profit sharing, retention, stay bonus, change of control and other compensation or benefit plans, programs, agreements or arrangements maintained, sponsored or contributed to by such Seller Party or any of its ERISA Affiliates for the benefit of any Available Employee (collectively, such Seller Party's "Seller Benefit Plans").

(b) THIS SECTION 3.16 CONTAINS THE EXCLUSIVE REPRESENTATIONS AND WARRANTIES OF SUCH SELLER PARTY WITH RESPECT TO EMPLOYEE BENEFITS MATTERS. NO OTHER PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED AS CONSTITUTING A REPRESENTATION OR WARRANTY REGARDING SUCH MATTERS.

3.17 **Knowledge Qualifier for Non-Operated Assets.** To the extent that such Seller Party has made any representations or warranties in this Article 3 in connection with matters relating to Non-Operated Assets, each and every such representation and warranty shall be deemed to be qualified by the phrase, "To such Seller Party's Knowledge."

3.18 **Disclosures with Multiple Applicability; Materiality.** If any fact, condition, or matter disclosed in Seller's disclosure Schedules applies to more than one Section of this Article 3, a single disclosure of such fact, condition, or matter on Seller's disclosure Schedules shall constitute disclosure with respect to all sections of this Article 3 to which such fact, condition, or other matter applies, regardless of the section of Seller's disclosure Schedules in which such fact, condition, or other matter is described. Inclusion of a matter on Seller's disclosure Schedules with respect to a representation or warranty that is qualified by "material" or "Material Adverse Effect" or any variant thereof shall not necessarily be deemed an indication that such matter does, or may, be material or have a Material Adverse Effect. Matters may be disclosed on a Schedule to this Agreement for purposes of information only.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, as of the Execution Date and the Closing Date, the following:

4.01 **Organization and Good Standing.** Buyer is a limited partnership and duly organized, validly existing, and in good standing under the laws of Texas and is duly qualified to do business and is in good standing in each jurisdiction in which the Assets are located. Buyer's Affiliate Scout Energy Management, LLC is a limited liability company and duly organized, validly existing, and in good standing under the laws of Texas and is duly qualified to do business and is in good standing in each jurisdiction in which the Assets are located.

4.02 **Authority; No Conflict.**

(a) This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Upon the execution and delivery by Buyer of the Instruments of Conveyance and any other documents executed and delivered by Buyer at the Closing (collectively, "Buyer's Closing Documents"), Buyer's Closing

Documents shall constitute the legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Buyer has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and Buyer's Closing Documents, and to perform its obligations under this Agreement and Buyer's Closing Documents.

(b) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer shall give any Person the right to prevent, delay, or otherwise interfere with any of the Contemplated Transactions.

(c) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer shall (i) contravene, conflict with, or result in a violation of any provision of the Organizational Documents of Buyer, (ii) contravene, conflict with, or result in a violation of any resolution adopted by the board of managers, or members of Buyer, or (iii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any agreement or any Legal Requirement or Order to which Buyer may be subject.

(d) Buyer is not and shall not be required to give any notice to or obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

4.03 **Certain Proceedings.** There is no Proceeding pending against Buyer that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To Buyer's Knowledge, no such Proceeding has been Threatened.

4.04 **Knowledgeable Investor.** Buyer is an experienced and knowledgeable investor in the oil and gas business. Prior to entering into this Agreement, Buyer was advised by its own legal, tax, and other professional counsel concerning this Agreement, the Contemplated Transactions, the Assets, and their value, and it has relied solely thereon and on the representations and obligations of Seller in this Agreement and the documents to be executed by Seller in connection with this Agreement at the Closing. Buyer is acquiring the Assets for its own account and not for sale or distribution in violation of the Securities Act of 1933, as amended, the rules and regulations thereunder, any applicable state blue sky laws, or any other applicable Legal Requirements.

4.05 **Qualification.** Buyer is an "accredited investor," as such term is defined in Regulation D of the Securities Act of 1933, as amended. Buyer is not acquiring the Assets in connection with a distribution or resale thereof in violation of federal or state securities laws and the rules and regulations thereunder. Without limiting Section 6.02, Buyer is, or as of the Closing will be, qualified under applicable Legal Requirements to hold leases, rights-of-way, and other

rights issued or controlled by (or on behalf of) any applicable Governmental Body and will be qualified under applicable Legal Requirements to own and operate the Assets. Buyer has, or as of the Closing will have, posted such bonds as may be required for the ownership or, where applicable, operatorship by Buyer of the Assets. To Buyer's Knowledge, no fact or condition exists with respect to Buyer or the Assets which may cause any Governmental Body to withhold its approval of the Contemplated Transactions.

4.06 **Brokers.** Neither Buyer nor its Affiliates have incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the Contemplated Transactions other than obligations that are or will remain the sole responsibility of Buyer and its Affiliates.

4.07 **Financial Ability.** Buyer has sufficient cash, available lines of credit, or other sources of immediately available funds to enable it to (a) deliver the amounts due at the Closing, (b) take such actions as may be required to consummate the Contemplated Transactions, and (c) timely pay and perform Buyer's obligations under this Agreement and Buyer's Closing Documents. Buyer expressly acknowledges that the failure to have sufficient funds shall in no event be a condition to the performance of its obligations hereunder, and in no event shall the Buyer's failure to perform its obligations hereunder be excused by failure to receive funds from any source.

4.08 **Securities Laws.** The solicitation of offers and the sale of the Assets by Seller have not been registered under any securities laws. At no time has Buyer been presented with or solicited by or through any public promotion or any form of advertising in connection with the Contemplated Transactions. Buyer is not acquiring the Assets with the intent of distributing fractional, undivided interests that would be subject to regulation by federal or state securities laws, and that if it sells, transfers, or otherwise disposes of the Assets or fractional undivided interests therein, it shall do so in compliance with applicable federal and state securities laws.

4.09 **Due Diligence.** Without limiting or impairing any representation, warranty, covenant or agreement of Seller contained in this Agreement and the Seller Closing Documents, or Buyer's right to rely thereon, subject to Buyer's rights to access the Assets to conduct a due diligence review in accordance with this Agreement, at Closing Buyer and its Representatives have (a) been permitted full and complete access to all materials relating to the Assets, (b) been afforded the opportunity to ask all questions of Seller (or Seller's Representatives) concerning the Assets, (c) been afforded the opportunity to investigate the condition of the Assets, and (d) had the opportunity to take such other actions and make such other independent investigations as Buyer deems necessary to evaluate the Assets and understand the merits and risks of an investment therein and to verify the truth, accuracy, and completeness of the materials, documents, and other information provided or made available to Buyer (whether by Seller or otherwise). **BUYER HEREBY WAIVES ANY CLAIMS ARISING OUT OF ANY MATERIALS, DOCUMENTS, OR OTHER INFORMATION PROVIDED OR MADE AVAILABLE TO BUYER (WHETHER BY SELLER OR OTHERWISE), WHETHER UNDER THIS AGREEMENT, AT COMMON LAW, BY STATUTE, OR OTHERWISE**.

4.10 **Basis of Buyer's Decision.** By reason of Buyer's knowledge and experience in the evaluation, acquisition, and operation of oil and gas properties, Buyer has evaluated the merits and the risks of purchasing the Assets from Seller and has formed an opinion based solely on Buyer's knowledge and experience, Seller's representations, warranties, covenants, and agreements contained in this Agreement and the Seller Closing Documents, and as of Closing, Buyer's due diligence, and not on any other representations or warranties by Seller. Buyer has not relied and shall not rely on any statements by Seller or its Representatives (other than those representations, warranties, covenants, and agreements of Seller contained in this Agreement and the Seller Closing Documents) in making its decision to enter into this Agreement or to close the Contemplated Transactions. **BUYER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER GOVERNMENTAL BODY HAS PASSED UPON THE ASSETS OR MADE ANY FINDING OR DETERMINATION AS TO THE FAIRNESS OF AN INVESTMENT IN THE ASSETS OR THE ACCURACY OR ADEQUACY OF THE DISCLOSURES MADE TO BUYER, AND, EXCEPT AS SET FORTH IN ARTICLE 9, BUYER IS NOT ENTITLED TO CANCEL, TERMINATE, OR REVOKE THIS AGREEMENT, WHETHER DUE TO THE INABILITY OF BUYER TO OBTAIN FINANCING OR PAY THE PURCHASE PRICE, OR OTHERWISE.**

4.11 **Business Use, Bargaining Position.** Buyer is purchasing the Assets for commercial or business use. Buyer has sufficient knowledge and experience in financial and business matters that enables it to evaluate the merits and the risks of transactions such as the Contemplated Transactions, and Buyer is not in a significantly disparate bargaining position with Seller. Buyer expressly acknowledges and recognizes that the price for which Seller has agreed to sell the Assets and perform its obligations under the terms of this Agreement has been predicated upon the inapplicability of the Texas Deceptive Trade Practices—Consumer Protection Act, V.C.T.A. BUS & COMM ANN. § 17.41 et seq. (the "DTPA"), to the extent applicable, or any similar Legal Requirement, and the waiver of the DTPA, and any similar Legal Requirement, by Buyer contained in Section 13.04. **BUYER FURTHER RECOGNIZES THAT SELLER, IN DETERMINING TO PROCEED WITH ENTERING INTO THIS AGREEMENT, HAS EXPRESSLY RELIED ON THE PROVISIONS OF THIS ARTICLE 4.**

4.12 **Bankruptcy.** There are no bankruptcy, reorganization, receivership, or arrangement proceedings pending or being contemplated by Buyer or, to Buyer's Knowledge, Threatened against Buyer. Buyer is, and will be immediately after giving effect to the Contemplated Transactions, solvent.

ARTICLE 5
COVENANTS OF SELLER

5.01 **Access and Investigation.**

(a) Between the Execution Date and the Defect Notice Date (but excluding the Dead Period), to the extent doing so would not violate applicable Legal Requirements, Seller's obligations to any Third Party or other restrictions on Seller, Seller shall afford Buyer and its Representatives access, by appointment only, during Seller's regular hours of business to reasonably appropriate Seller's personnel, any Seller operated Assets, contracts, books and records, and other documents and data related to the Assets, except any such contracts, books and records, or other documents and data that are Excluded Assets or that cannot, without unreasonable effort or expense, be separated from any contracts, books and records, or other documents and data that are Excluded Assets (and upon Buyer's request,

Seller shall use reasonable efforts to obtain the consent of Third Party operators to give Buyer and its Representatives reasonable access to similar information with respect to Assets not operated by Seller or its Affiliates; *provided* that Seller shall not be required to make payments or undertake obligations in favor any Third parties in order to obtain such consent) and Seller's offices, personnel and the Assets may be unavailable for access during the Dead Period; ***PROVIDED* FURTHER THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER MAKES NO REPRESENTATION OR WARRANTY, AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE DOCUMENTS, INFORMATION, BOOKS, RECORDS, FILES, AND OTHER DATA THAT IT MAY PROVIDE OR DISCLOSE TO BUYER**.

(b) Notwithstanding the provisions of Section 5.01(a), (i) Buyer's investigation shall be conducted in a manner that minimizes interference with the operation of the business of Seller and any applicable Third Parties, and (ii) Buyer's right of access shall not entitle Buyer to operate equipment or conduct subsurface or other invasive testing or sampling. Environmental review shall not exceed the review contemplated by a Phase I Environmental Site Assessment without Seller's prior written permission, which may be withheld in Seller's sole discretion, subject to the provisions of Section 11.09.

(c) Buyer acknowledges that, pursuant to its right of access to the Records and the Assets, Buyer will become privy to confidential and other information of Seller and Seller's Affiliates and the Assets and that such confidential information shall be held confidential by Buyer and Buyer's Representatives in accordance with the terms of the Confidentiality Agreement. If the Closing should occur, the foregoing confidentiality restriction on Buyer, including the Confidentiality Agreement, shall terminate (except as to the Excluded Assets); *provided* that such termination of the Confidentiality Agreement shall not relieve any party thereto from any liability thereunder for the breach of such agreement prior to the Execution Date.

5.02 **Operation of the Assets.** Except as set forth on Schedule 5.02, or as required by applicable Legal Requirements, between the Execution Date and the Closing, Seller shall operate its business with respect to its ownership and operation of the Assets in the ordinary course, and, without limiting the generality of the preceding, shall:

(a) not transfer, sell, hypothecate, encumber, or otherwise dispose of any of the Assets, except as required under any Leases or Contracts, and except for sales of Hydrocarbons, equipment and inventory in the ordinary course of business;

(b) not abandon any Asset (except the abandonment or expiration of Leases in accordance with their terms, including with respect to leases not capable of producing in paying quantities after the expiration of their primary terms or for failure to pay delay rentals or shut-in royalties or similar types of lease maintenance payments, which shall, in each case, be at Seller's sole discretion);

(c) not commence, propose, or agree to participate in any single operation with respect to the Wells or Leases with an anticipated cost in excess of Two Hundred Thousand Dollars ($200,000) net to Seller's interest, except for any emergency operations;

(d) not execute, terminate, cancel, extend, or materially amend or modify any Material Contract or Lease other than the execution or extension of a Contract for the sale, exchange, transportation, gathering, treating, or processing of Hydrocarbons terminable without penalty on ninety (90) days' or shorter notice.

Buyer acknowledges that Seller owns undivided interests in certain of the properties comprising the Assets, and Buyer agrees that the acts or omissions of the other working interest owners who are not Seller or an Affiliate of Seller shall not constitute a Breach of the provisions of this Section 5.02, nor shall any action required by a vote of working interest owners constitute such a Breach so long as Seller or its Affiliate has voted its interest in a manner that complies with the provisions of this Section 5.02. Further, no action or inaction of any Third Party operator with respect to any Asset shall constitute a Breach of this Section 5.02 to the extent Seller uses commercially reasonable efforts to cause such Third Party operator to operate such applicable Asset in a manner consistent with this Section 5.02. Seller may seek Buyer's approval to perform any action that would otherwise be restricted by this Section 5.02, and Buyer's approval of any such action shall not be unreasonably withheld, conditioned, or delayed, and shall be considered granted ten (10) days (unless a shorter time is reasonably required by the circumstances and such shorter time is specified in Seller's notice) after delivery of notice from Seller to Buyer requesting such consent unless Buyer notifies Seller to the contrary during such ten (10)-day period. Notwithstanding the foregoing provisions of this this Section 5.02, in the event of an emergency, Seller may take such action as reasonably necessary and shall notify Buyer of such action promptly thereafter. Any matter approved (or deemed approved) by Buyer pursuant to this Section 5.02 that would otherwise constitute a Breach of one of Seller's representations and warranties in Article 3 shall be deemed to be an exclusion from all representations and warranties for which it is relevant.

5.03 **Insurance.** Seller shall maintain in force during the period from the Execution Date until the Closing, all of Seller's insurance policies pertaining to the Assets in the amounts and with the coverages currently maintained by Seller. The daily pro-rated annual premiums for insurance that accrue after the Effective Time and are attributable to the insurance coverage for the period after the Effective Time until the Closing will constitute Property Costs.

5.04 **Consent and Waivers.** Seller shall use commercially reasonable efforts to obtain prior to the Closing written waivers of all Preferential Purchase Rights and all Consents necessary for the transfer of the Assets to Buyer; *provided* that in the event Seller is unable to obtain all such waivers of Preferential Purchase Rights and Consents after using such commercially reasonable efforts, such failure to satisfy shall not constitute a Breach of this Agreement. Seller shall not be required to make any payments to, or undertake any obligations for the benefit of, the holders of such rights in order to obtain the Required Consents. Buyer shall cooperate with Seller in seeking to obtain such Consents.

5.05 **Amendment to Schedules.** Until the fifth (5th) Business Day before Closing, Seller shall have the right (but not the obligation) to supplement the Schedules relating to the representations and warranties set forth in Article 3 with respect to any matters occurring

subsequent to the Execution Date. Except to the extent such updates are a direct result of actions taken with Buyer's consent pursuant to Section 5.02, prior to Closing, any such supplement shall not be considered for purposes of determining if Buyer's Closing conditions have been met under Section 7.01 or for determining any remedies available under this Agreement; *provided*, *however*, that if Closing occurs, then such supplements shall be incorporated into Seller's disclosure Schedules and any claim related to such matters disclosed in the supplements shall be deemed waived and Buyer shall not be entitled to make a claim thereon under this Agreement or otherwise with respect to such matters.

5.06 **Successor Operator.** While Buyer acknowledges that it desires to succeed Seller (or its Affiliates) as operator of those Assets or portions thereof that Seller (or its Affiliates) may presently operate, Buyer acknowledges and agrees that Seller cannot and does not covenant or warrant that Buyer shall become successor operator of such Assets because the Assets or portions thereof may be subject to operating or other agreements that control the appointment of a successor operator. Seller agrees, however, that as to the Assets any Seller Party or its Affiliate operates, Seller shall use commercially reasonable efforts to support Buyer's efforts to become successor operator of such Assets (to the extent permitted under any applicable operating agreement) effective as of the Closing (at Buyer's sole cost and expense) and to designate or appoint, to the extent legally possible and permitted under any applicable operating agreement, Buyer as successor operator of such Assets effective as of Closing.

ARTICLE 6
OTHER COVENANTS

6.01 **Notification and Cure.** Between the Execution Date and the Closing Date, Buyer shall promptly notify Seller in writing and Seller shall promptly notify Buyer in writing if Seller or Buyer, as applicable, obtain Knowledge of any Breach, in any material respect, of the other Party's representations and warranties or covenants as of the Execution Date, or of an occurrence after the Execution Date that would cause or constitute a Breach, in any material respect, of any such representation and warranty or covenant had such representation and warranty or covenants been made as of the time of occurrence or discovery of such fact or condition. If any of Buyer's or Seller's representations or warranties are untrue or shall become untrue in any material respect between the Execution Date and the Closing Date, or if any of Buyer's or Seller's covenants or agreements to be performed or observed prior to or on the Closing Date shall not have been so performed or observed in any material respect, and if such breach of representation, warranty, covenant or agreement shall (if curable) be cured by the Closing (or, if the Closing does not occur, by the date set forth in Section 9.01(d)), then such breach shall be considered not to have occurred for all purposes of this Agreement.

6.02 **Satisfaction of Conditions.** Between the Execution Date and the Closing Date (a) Seller shall use commercially reasonable efforts to cause the conditions in Article 7 to be satisfied, and (b) Buyer shall use commercially reasonable efforts to cause the conditions in Article 8 to be satisfied.

6.03 **Replacement of Insurance, Bonds, Letters of Credit, and Guaranties.**

(a) The Parties understand that none of the insurance currently maintained by Seller or Seller's Affiliates covering the Assets, nor any of the bonds, letters of credit, or guaranties, if any, posted by Seller or Seller's Affiliates with Governmental Bodies or co-owners and relating to the Assets will be transferred to Buyer. On or before the Closing Date, Buyer (and, as applicable, its Affiliate Scout Energy Management LLC, to the extent Buyer appoints Scout Energy Management LLC as its agent to operate any of the Assets) shall obtain, and deliver to Seller evidence of, all necessary replacement bonds, letters of credit, and guaranties, and evidence of such other authorizations, qualifications, and approvals as may be necessary for Buyer to own and, with respect to Assets currently operated by Seller or its Affiliates, operate the Assets. Promptly following the Closing, Buyer shall obtain or cause to be obtained in the name of Buyer or, as applicable, its Affiliate Scout Energy Management LLC, such insurance covering the Assets as would be obtained by a reasonably prudent operator in a similar situation.

(b) Promptly (but in no event later than thirty (30) days) after Closing, Buyer shall, at its sole cost and expense, make all filings with Governmental Bodies necessary to assign and transfer the Assets and title thereto and to comply with applicable Legal Requirements, and Seller shall reasonably assist Buyer with such filings. Buyer shall indemnify, defend, and hold harmless Seller Group from and against all Damages arising out of Buyer's holding of such title or operatorship of the Assets after the Closing and prior to the securing of any necessary Consents and approvals of the Contemplated Transactions from Governmental Bodies.

6.04 **Governmental Reviews.** Except for the HSR Act, Seller and Buyer shall (and shall cause their respective Affiliates to), in a timely manner, make all other required filings (if any) with, prepare applications to, and conduct negotiations with Governmental Bodies as required to consummate the Contemplated Transactions. Each Party shall, to the extent permitted pursuant to applicable Legal Requirements, cooperate with and use all reasonable efforts to assist the other with respect to such filings, applications and negotiations. Buyer shall bear the cost of all filing or application fees payable to any Governmental Body with respect to the Contemplated Transactions, regardless of whether Buyer, Seller, or any Affiliate of any of them is required to make the payment.

6.05 **HSR Act.** If applicable, within ten (10) Business Days following the execution by Buyer and Seller of this Agreement, Buyer and Seller will each prepare and simultaneously file with the DOJ and the FTC the notification and report form required for the transactions contemplated by this Agreement by the HSR Act and request early termination of the waiting period thereunder. Buyer and Seller agree to respond promptly to any inquiries or requests for information or documentary material from the DOJ or the FTC concerning such filings and to comply in all material respects with the filing requirements of the HSR Act. Buyer and Seller shall cooperate with each other and, subject to the terms of the Confidentiality Agreement, shall promptly furnish all information to the other Party that is necessary in connection with Buyer's and Seller's compliance with the HSR Act. Buyer and Seller shall keep each other fully advised with respect to any requests from or communications with the DOJ or FTC concerning such filings and shall consult with each other with respect to all responses thereto. Each of Seller and Buyer shall use its commercially reasonable efforts to take all actions reasonably necessary and appropriate in connection with any HSR Act filing to satisfy the conditions to the Closing and

consummate Contemplated Transactions as promptly as practicable and in any event not later than the Outside Date, *provided*, *however*, nothing in this Agreement shall require Buyer or Seller to propose, negotiate, effect or agree to, the sale, divestiture, license or other disposition of any assets or businesses of Buyer or Seller (including the Assets) or otherwise take any action that limits the freedom of action with respect to, or its ability to retain or operate any of the businesses of the Buyer or Seller or the Assets. The filing fees associated with any such HSR Act filing shall be borne by Buyer. Notwithstanding any provision of this Section 6.05, no Party shall be required to provide the other Party with information regarding the value of the transaction or subject to the attorney client privilege, work product doctrine or other similar privilege absent entering into a mutually acceptable joint defense agreement.

ARTICLE 7
CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

7.01 **Accuracy of Representations.** All of Seller's representations and warranties in this Agreement must have been true and correct in all material respects (or, with respect to representations and warranties qualified by materiality or Material Adverse Effect, true and correct in all respects) as of the Execution Date, and must be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality or Material Adverse Effect, true and correct in all respects) as of the Closing Date as if made on the Closing Date, other than any such representation and warranty that refers to a specified date, which need only be true and correct in all material respects (or, if qualified by materiality or Material Adverse Effect, true and correct in all respects) on and as of such specified date.

7.02 **Seller's Performance.** All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

7.03 **No Proceedings.** Since the Execution Date, there must not have been commenced or Threatened against Seller, or against any of Seller's Affiliates, any Proceeding (other than any matter initiated by either Buyer or its Affiliates) seeking to restrain, enjoin, or otherwise prohibit or make illegal, or seeking to recover material damages on account of, any of the Contemplated Transactions.

7.04 **No Orders.** On the Closing Date, there shall be no Order pending or remaining in force of any Governmental Body having appropriate jurisdiction that attempts to restrain, enjoin, or otherwise prohibit the consummation of the Contemplated Transactions, or that grants material damages in connection therewith.

7.05 **Necessary Consents and Approvals.** All Consents from Governmental Bodies and all approvals from Governmental Bodies required for the Contemplated Transactions, except Consents and approvals of assignments by Governmental Bodies that are customarily obtained after closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

7.06 **HSR Act.** Any waiting period applicable to the consummation of the Contemplated Transactions under the terms of this Agreement under the HSR Act shall have expired or been terminated.

7.07 **Closing Deliverables.** Seller shall have delivered (or be ready, willing and able to deliver at the Closing) to Buyer the documents and other items required to be delivered by Seller under Section 2.04(a).

7.08 **Title Defect Values, Environmental Defect Values, etc**. The sum of (i) all Title Defect Values agreed on by the Parties or finally determined pursuant to Article 11, *plus* (ii) the Aggregate Environmental Defect Values agreed on by the Parties or finally determined pursuant to Article 11, *plus* (iii) the aggregate downward Purchase Price adjustments under Section 11.09, *plus* (iv) the aggregate downward Purchase Price adjustments under Section 11.03, exceeds twenty-five percent (25%) of the unadjusted Purchase Price.

ARTICLE 8
CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

Seller's obligation to sell the Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller, in whole or in part):

8.01 **Accuracy of Representations.** All of Buyer's representations and warranties in this Agreement must have been true and correct in all material respects (or, with respect to representations and warranties qualified by materiality or Material Adverse Effect, true and correct in all respects) as of the Execution Date, and must be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality or Material Adverse Effect, true and correct in all respects) as of the Closing Date as if made on the Closing Date, other than any such representation and warranty that refers to a specified date, which need only be true and correct in all material respects (or, if qualified by materiality or Material Adverse Effect, true and correct in all respects) on and as of such specified date.

8.02 **Buyer's Performance.** All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

8.03 **No Proceedings.** Since the Execution Date, there must not have been commenced or Threatened against Buyer or against any of its Affiliates, any Proceeding (other than any matter initiated by Seller or an Affiliate of Seller) seeking to restrain, enjoin, or otherwise prohibit or make illegal, or seeking to recover material damages on account of, any of the Contemplated Transactions.

8.04 **No Orders.** On the Closing Date, there shall be no Order pending or remaining in force of any Governmental Body having appropriate jurisdiction that attempts to restrain, enjoin, or otherwise prohibit the consummation of the Contemplated Transactions, or that grants material damages in connection therewith.

8.05 **Necessary Consents and Approvals.** All Consents from Governmental Bodies and all approvals from Governmental Bodies required for the Contemplated Transactions, except Consents and approvals of assignments by Governmental Bodies that are customarily obtained after closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

8.06 **HSR Act.** Any waiting period applicable to the consummation of the Contemplated Transactions under the HSR Act shall have expired or been terminated.

8.07 **Closing Deliverables.** Buyer shall have delivered (or be ready, willing and able to deliver at the Closing) to Seller the documents and other items required to be delivered by Buyer under Section 2.04(b).

8.08 **Title Defect Values, Environmental Defect Values, etc**. The sum of (i) all Title Defect Values agreed on by the Parties or finally determined pursuant to Article 11, *plus* (ii) the Aggregate Environmental Defect Values agreed on by the Parties or finally determined pursuant to Article 11, *plus* (iii) the aggregate downward Purchase Price adjustments under Section 11.02, *plus* (iv) the aggregate downward Purchase Price adjustments under Section 11.09, *plus* (v) the aggregate downward Purchase Price adjustments under Section 11.03, exceeds twenty-five percent (25%) of the unadjusted Purchase Price.

8.09 **Qualifications.** Buyer shall have obtained or, where applicable caused its Affiliate Scout Energy Management LLC to obtain, all authorizations, qualifications, and approvals required to be obtained prior to Closing under Section 6.03(a).

ARTICLE 9
TERMINATION

9.01 **Termination Events.** This Agreement may, by written notice given prior to or at the Closing, be terminated:

(a) by mutual written consent of Seller and Buyer;

(b) by Buyer, if Seller has committed a material Breach of this Agreement and such Breach causes any of the conditions to Closing set forth in Article 7 not to be satisfied (or, if prior to Closing, such Breach is of such a magnitude or effect that it will not be possible for such condition to be satisfied); *provided*, *however*, that in the case of a Breach that is capable of being cured, Seller shall have a period of ten (10) Business Days following receipt of such notice to attempt to cure the Breach and the termination under this Section 9.01(b) shall not become effective unless Seller fails to cure such Breach prior to the end of such ten (10) Business Day period; *provided*, *further*, if (i) Seller's conditions to Closing have been satisfied or waived in full, (ii) Seller is not in material Breach of the terms of this Agreement and (iii) all of Buyer's conditions to Closing have been satisfied or waived, then the refusal or willful or negligent delay by Seller to timely close the Contemplated Transactions shall constitute a material Breach of this Agreement;

(c) by Seller, if Buyer has committed a material Breach of this Agreement and such breach causes any of the conditions to Closing set forth in Article 8 not to be satisfied (or, if prior to Closing, such Breach is of such a magnitude or effect that it will not be possible for such condition to be satisfied); *provided*, *however*, that in the case of a Breach that is capable of being cured, Buyer shall have a period of ten (10) Business Days following receipt of such notice to attempt to cure the Breach and the termination under this Section 9.01(c) shall not become effective unless Buyer fails to cure such Breach prior to the end of such ten (10) Business Day period; *provided*, *further*, if (i) Buyer's conditions to Closing have been satisfied or waived in full, (ii) Buyer is not in material Breach of the terms of this Agreement and (iii) all of Seller's conditions to Closing have been satisfied or waived, then the refusal or willful or negligent delay by Buyer to timely close the Contemplated Transactions shall constitute a material Breach of this Agreement;

(d) by either Seller or Buyer if the Closing has not occurred on or before March 30, 2018 (the "Outside Date"), or such later date as the Parties may agree upon in writing; *provided* that such failure does not result primarily from the terminating Party's material Breach of this Agreement;

(e) by either Seller or Buyer if (i) any Legal Requirement has made the consummation of the Contemplated Transactions illegal or otherwise prohibited, or (ii) a Governmental Body has issued an Order, or taken any other action permanently restraining, enjoining, or otherwise prohibiting the consummation of the Contemplated Transactions, and such order, decree, ruling, or other action has become final and non-appealable;

(f) by Seller if the Closing condition in Section 8.08 is not satisfied (or not possible of being satisfied at Closing);

(g) by Buyer if the Closing condition in Section 7.08 is not satisfied (or not possible of being satisfied at Closing; or

(h) by Seller if Buyer fails to deposit the Deposit Amount into the Escrow Account on or before 5:00 p.m. (Central Time) on the first (1st) Business Day after the Execution Date.

9.02 **Effect of Termination; Distribution of the Deposit Amount.**

(a) If this Agreement is terminated pursuant to Section 9.01, all further obligations of the Parties under this Agreement shall terminate; *provided* that (a) such termination shall not impair nor restrict the rights of either Party against the other with respect to the Deposit Amount pursuant to Section 9.02(b), (b) except to the extent either Party has received the Deposit Amount (or, with respect to Buyer, damages in an amount up to the Deposit Amount) as liquidated damages pursuant to Section 9.02(b), the termination of this Agreement shall not relieve any Party from liability for any failure to perform or observe in any material respect any of its agreements or covenants contained herein which are to be performed or observed at or prior to Closing, (c) except to the extent either Party has received the Deposit Amount (or, with respect to Buyer, damages in an amount up to the Deposit Amount) as liquidated damages pursuant to Section 9.02(b), to the extent such termination results from the material Breach by a Party of any of its covenants or

agreements hereunder, the other Party shall be entitled to all remedies available at law or in equity with respect to such Breach and shall be entitled to recover court costs and reasonable attorneys' fees in addition to any other relief to which such Party may be entitled, and (d) the following provisions shall survive the termination: Article 1 , Sections 9.02, 10.02(c), 10.03(c), 10.06, 10.07, 10.10, 10.11, 10.12, Article 13 (other than Section 13.01) and any such terms as set forth in this Agreement that are necessary to give context to any of the foregoing surviving Sections.

(b) Notwithstanding anything to the contrary in Section 9.02(a):

(i) If Seller has the right to terminate this Agreement (A) pursuant to Section 9.01(c) or (B) pursuant to Section 9.01(d), if at such time Seller could have terminated this Agreement pursuant to Section 9.01(c) (without regard to any cure periods contemplated therein), then, in either case, Seller shall have the right, at its sole discretion, to receive the Deposit Amount as liquidated damages (and not as a penalty). If Seller elects to terminate this Agreement pursuant to this Section 9.02(b)(i) and receive the Deposit Amount as liquidated damages, (x) the Parties shall, within two (2) Business Days of Seller's election, execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Seller and (y) Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(ii) If Buyer has the right to terminate this Agreement (A) pursuant to Section 9.01(b) or (B) pursuant to Section 9.01(d), if at such time Seller could have terminated this Agreement pursuant to Section 9.01(b) (without regard to any cure periods contemplated therein), then, in either case, Buyer shall have the right, at its sole discretion, to either (1) enforce specific performance by Buyer of this Agreement, without posting any bond or the necessity of proving the inadequacy as a remedy of monetary damages, in which event the Deposit Amount will be applied as called for herein, or (2) if Buyer does not seek and successfully enforce specific performance, terminate this Agreement and (in addition to retention of the Deposit Amount) seek to recover damages from Seller in an amount up to, but not exceeding the Deposit Amount, as liquidated damages (and not as a penalty). If Buyer elects to terminate this Agreement pursuant to this Section 9.02(b)(ii) and seek damages in an amount up to the Deposit Amount as liquidated damages, the Parties shall, within two (2) Business Days of Buyer's election, (x) execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Buyer and (y) Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(c) The Parties recognize that the actual damages for a Party's material Breach of this Agreement would be difficult or impossible to ascertain with reasonable certainty and agree that the Deposit Amount would be a reasonable liquidated damages amount for such material Breach.

(d) If this Agreement is terminated by either Buyer or Seller pursuant to Section 9.01 for any reason other than as described in Section 9.02(b), then, in any such case, the Parties shall, within two (2) Business Days of such termination, execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Buyer.

9.03 **Return of Records Upon Termination.** Upon termination of this Agreement, (a) Buyer shall promptly return to Seller or destroy (at Seller's option) all title, engineering, geological and geophysical data, environmental assessments and reports, maps, documents and other information furnished by Seller to Buyer in connection with its due diligence investigation of the Assets and (b) an officer of Buyer shall certify Buyer's compliance with the preceding clause (a) to Seller in writing.

ARTICLE 10
INDEMNIFICATION; REMEDIES

10.01 **Survival.** The survival periods for the various representations, warranties, covenants and agreements contained herein shall be as follows: (a) Fundamental Representations shall survive indefinitely, (b) the representations and warranties in Section 3.04 shall survive for the applicable statute of limitations plus sixty (60) days, (c) the special warranty of Defensible Title set forth in the Instruments of Conveyance shall survive for twenty-four (24) months after Closing, (d) all covenants and agreements of Seller to be performed at or following the Closing shall survive until fully performed, (e) all other representations, warranties, covenants and agreements of Seller shall survive for twelve (12) months after Closing, provided, that the covenants of Buyer and Seller set forth in Section 13.02 shall survive for the applicable statute of limitations plus sixty (60) days and (f) all other representations, warranties, covenants and agreements of Buyer shall survive indefinitely. Representations, warranties, covenants and agreements shall be of no further force and effect after the date of their expiration; *provided* that there shall be no termination of any bona fide claim asserted pursuant to this Agreement with respect to such a representation, warranty, covenant or agreement prior to its expiration date. The indemnities in Sections 10.02(a), 10.02(b), 10.03(a) and 10.03(b) shall terminate as of the termination date of each respective representation, warranty, covenant or agreement that is subject to indemnification thereunder, except in each case as to matters for which a specific written claim for indemnity has been delivered to the indemnifying person on or before such termination date. The indemnities in Section 10.02(c) shall continue for twenty-four (24) months following the Closing Date. All other indemnities, and all other provisions of this Agreement, shall survive the Closing without time limit except as may otherwise be expressly provided herein.

10.02 **Indemnification and Payment of Damages by Seller.** Except as otherwise limited in this Article 10, from and after the Closing, Seller shall defend, release, indemnify, and hold harmless Buyer Group from and against, and shall pay to the Buyer Group the amount of, any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of their respective rights under this Agreement arising from, based upon, related to, or associated with:

(a) any Breach of any representation or warranty made by Seller in this Agreement, or in any certificate delivered by Seller pursuant to this Agreement;

(b) any Breach by Seller of any covenant, obligation, or agreement of Seller in this Agreement;

(c) the Retained Liabilities;

(d) the use, ownership or operation of the Excluded Assets; and

(e) the use, ownership or operation of the Retained Assets.

Notwithstanding anything to the contrary contained in this Agreement, after the Closing, the remedies provided in this Article 10 and Article 11, along with the special warranty of Defensible Title set forth in the Instruments of Conveyance, are Buyer Group's exclusive legal remedies against Seller with respect to this Agreement and the Contemplated Transactions, including breaches of the representations, warranties, covenants, obligations, and agreements of the Parties contained in this Agreement or the affirmations of such representations, warranties, covenants, obligations, and agreements contained in the certificate delivered by Seller at Closing pursuant to Section 2.04, and except for the remedies provided in this Article 10 and Article 11, along with the special warranty of Defensible Title set forth in the Instruments of Conveyance, **BUYER RELEASES SELLER GROUP FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, PROCEEDINGS, OR OTHER LEGAL RIGHTS AND REMEDIES OF BUYER GROUP, KNOWN OR UNKNOWN, WHICH BUYER MIGHT NOW OR SUBSEQUENTLY HAVE, BASED ON, RELATING TO OR IN ANY WAY ARISING OUT OF THIS AGREEMENT, THE CONTEMPLATED TRANSACTIONS, THE OWNERSHIP, USE OR OPERATION OF THE ASSETS PRIOR TO THE CLOSING, OR THE CONDITION, QUALITY, STATUS, OR NATURE OF THE ASSETS PRIOR TO THE CLOSING, INCLUDING ANY AND ALL CLAIMS RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY OR VIOLATIONS OF ENVIRONMENTAL LAWS AND INCLUDING RIGHTS TO CONTRIBUTION UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, AS AMENDED, BREACHES OF STATUTORY OR IMPLIED WARRANTIES, NUISANCE, OR OTHER TORT ACTIONS, RIGHTS TO PUNITIVE DAMAGES, COMMON LAW RIGHTS OF CONTRIBUTION, AND RIGHTS UNDER INSURANCE MAINTAINED BY SELLER OR ANY OF SELLER'S AFFILIATES**. Seller shall have no obligation to indemnify any of the Buyer Group for any Damages for which Buyer is obligated to indemnify Seller Group pursuant to Section 10.03.

10.03 **Indemnification and Payment of Damages by Buyer.** Except as otherwise limited in this Article 10 and Article 11, from and after the Closing, Buyer shall assume, be responsible for, pay on a current basis, and shall defend, release, indemnify, and hold harmless Seller Group from and against, and shall pay to Seller Group the amount of any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of their respective rights under this Agreement arising from, based upon, related to, or associated with:

(a) any Breach of any representation or warranty made by Buyer in this Agreement or in any certificate delivered by Buyer pursuant to this Agreement;

(b) any Breach by Buyer of any covenant, obligation, or agreement of Buyer in this Agreement;

(c) any Damages arising out of or relating to Buyer's or its Affiliate's access to the Assets and contracts, books and records and other documents and data relating thereto prior to the Closing, including Buyer's title and environmental inspections pursuant to Sections 11.01 and 11.10, including Damages attributable to personal injury, illness or death, or property damage; and

(d) the Assumed Liabilities.

Notwithstanding anything to the contrary contained in this Agreement, and except for Seller's termination rights under Article 9 of this Agreement, the remedies provided in this Article 10 are Seller Group's exclusive legal remedies for Buyer's Breaches, all other legal rights and remedies being expressly waived by Seller Group; *provided* that Seller is entitled to any equitable remedies available under applicable Legal Requirements in connection with any Breach by Buyer of Article 13.

10.04 **Indemnity Net of Insurance.** The amount of any Damages for which an indemnified Party is entitled to indemnity under this Article 10 shall be reduced by the amount of insurance or indemnification proceeds realized by the indemnified Party or its Affiliates with respect to such Damages (net of any collection costs, and excluding the proceeds of any insurance policy issued or underwritten, or indemnity granted, by the indemnified Party or its Affiliates).

10.05 **Limitations on Liability.** Except with respect to the Fundamental Representations and the representations and warranties included in Section 3.04, if the Closing occurs, Seller shall not have any liability for any indemnification under Section 10.02(a): (a) for any Damages with respect to any occurrence, claim, award or judgment with respect to that do not individually exceed One Hundred Thousand Dollars ($100,000) net to Seller's interest (the "Individual Claim Threshold"); or (b) unless and until the aggregate Damages for which claim notices for claims meeting the Individual Claim Threshold are delivered by Buyer exceed two percent (2%) of the unadjusted Purchase Price, and then only to the extent such Damages exceed two percent (2%) of the unadjusted Purchase Price. Except with respect to the Fundamental Representations and the representations and warranties included in Section 3.04, in no event will Seller be liable for Damages indemnified under Section 10.02(a) to the extent such damages, exceed twenty percent (20%) of the unadjusted Purchase Price. Notwithstanding anything herein to the contrary, in no event will Seller's aggregate liability under this Agreement exceed one hundred percent (100%) of the unadjusted Purchase Price.

10.06 **Procedure for Indemnification--Third Party Claims.**

(a) Promptly after receipt by an indemnified party under Section 10.02 or 10.03 of a Third Party claim for Damages or notice of the commencement of any Proceeding against it, such indemnified party shall, if a claim is to be made against an indemnifying Party under such Section, give notice to the indemnifying Party of the commencement of such claim or Proceeding, together with a claim for indemnification pursuant to this Article 10. The failure of any indemnified party to give notice of a Third Party claim or Proceeding as provided in this Section 10.06 shall not relieve the indemnifying Party of its obligations under this Article 10 except to the extent such failure results in insufficient time being available to permit the indemnifying Party to effectively defend against the Third Party claim or participate in the Proceeding or otherwise prejudices the indemnifying Party's ability to defend against the Third Party claim or participate in the Proceeding.

(b) If any Proceeding referred to in Section 10.06(a) is brought against an indemnified party and the indemnified party gives notice to the indemnifying Party of the commencement of such Proceeding, the indemnifying Party shall be entitled to participate in such Proceeding and, to the extent that it wishes (unless (i) the indemnifying Party is also a party to such Proceeding and the indemnified party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying Party fails to provide reasonable assurance to the indemnified party of its financial capacity to defend such Proceeding and provide indemnification with respect to such Proceeding), to assume the defense of such Proceeding with counsel reasonably satisfactory to the indemnified party, and, after notice from the indemnifying Party to the indemnified party of the indemnifying Party's election to assume the defense of such Proceeding, the indemnifying Party shall not, as long as it diligently conducts such defense, be liable to the indemnified party under this Article 10 for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently incurred by the indemnified party in connection with the defense of such Proceeding. Notwithstanding anything to the contrary in this Agreement, the indemnifying Party shall not be entitled to assume or continue control of the defense of any such Proceeding if (A) such Proceeding relates to or arises in connection with any criminal proceeding, (B) such Proceeding seeks an injunction or equitable relief against any indemnified Party, (C) if the indemnified party is Buyer and such Proceeding has or would reasonably be expected to result in Damages in excess of the amount set forth in Section 10.05 (i.e., twenty percent (20%) of the unadjusted Purchase Price), or (D) the indemnifying Party has failed or is failing to defend in good faith such Proceeding. If the indemnifying Party assumes the defense of a Proceeding, no compromise or settlement of such Third Party claims or Proceedings may be effected by the indemnifying Party without the indemnified party's prior written consent unless (A) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other Third Party claims that may be made against the indemnified party, and (B) the sole relief provided is monetary damages that are paid in full by the indemnifying Party, and (C) the indemnified party shall have no liability with respect to any compromise or settlement of such Third Party claims or Proceedings effected without its consent.

10.07 **Procedure for Indemnification – Other Claims.** A claim for indemnification for any matter not involving a Third Party claim may be asserted by notice to the Party from whom indemnification is sought.

10.08 **Indemnification of Group Members.** The indemnities in favor of Buyer and Seller provided in Section 10.08 and Section 10.03, respectively, shall be for the benefit of and extend to such Party's present and former Group members. Any claim for indemnity under this Article 10 by any Group member other than Buyer or Seller must be brought and administered by the relevant Party to this Agreement. No indemnified party other than Buyer and Seller shall have any rights against either Seller or Buyer under the terms of this Article 10 except as may be exercised on its behalf by Buyer or Seller, as applicable, pursuant to this Section 10.08. Each of Seller and Buyer may elect to exercise or not exercise indemnification rights under this Section on behalf of the other indemnified party affiliated with it in its sole discretion and shall have no liability to any such other indemnified party for any action or inaction under this Section.

10.09 **Extent of Representations and Warranties.**

(a) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT, OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO BUYER (INCLUDING ANY OPINION, INFORMATION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO BUYER OR ITS AFFILIATES OR REPRESENTATIVES BY ANY AFFILIATES OR REPRESENTATIVES OF SELLER OR BY ANY INVESTMENT BANK OR INVESTMENT BANKING FIRM, ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, SELLER'S COUNSEL, OR ANY OTHER AGENT, CONSULTANT, OR REPRESENTATIVE OF SELLER). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO (A) THE TITLE TO ANY OF THE ASSETS, (B) THE CONDITION OF THE ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), IT BEING DISTINCTLY UNDERSTOOD THAT THE ASSETS ARE BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS AS TO ALL MATTERS," (C) ANY INFRINGEMENT BY SELLER OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, (D) ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO BUYER BY OR ON BEHALF OF SELLER (INCLUDING THE EXISTENCE OR EXTENT OF HYDROCARBONS OR THE MINERAL RESERVES, THE RECOVERABILITY OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, AND THE ABILITY TO SELL HYDROCARBON PRODUCTION AFTER THE CLOSING), AND (E) THE ENVIRONMENTAL CONDITION AND OTHER CONDITION OF THE ASSETS AND ANY POTENTIAL LIABILITY ARISING FROM OR RELATED TO THE ASSETS.

(b) Buyer acknowledges and affirms that it has made its own independent investigation, analysis, and evaluation of the Contemplated Transactions and the Assets (including Buyer's own estimate and appraisal of the extent and value of Seller's Hydrocarbon reserves attributable to the Assets and an independent assessment and appraisal of the environmental risks associated with the acquisition of the Assets). Buyer acknowledges that in entering into this Agreement, it has relied on the aforementioned investigation and the express representations and warranties of Seller contained in this Agreement and the Seller Closing Documents. Buyer hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim, or commencing, instituting, or causing to be commenced, any Proceeding of any kind against Seller or its Affiliates, alleging facts contrary to the foregoing acknowledgment and affirmation.

10.10 **Compliance With Express Negligence Test. THE PARTIES AGREE THAT ANY INDEMNITY, DEFENSE, AND/OR RELEASE OBLIGATION ARISING UNDER THIS AGREEMENT SHALL APPLY WITHOUT REGARD TO THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF THE INDEMNIFIED PARTY, WHETHER ACTIVE, PASSIVE, JOINT, CONCURRENT, COMPARATIVE, CONTRIBUTORY OR SOLE, OR ANY PRE-EXISTING CONDITION, ANY BREACH OF CONTRACT OR BREACH OF WARRANTY, OR VIOLATION OF ANY LEGAL REQUIREMENT,** EXCEPT TO THE EXTENT SUCH DAMAGES WERE OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY OR ANY GROUP MEMBER THEREOF, IT BEING THE PARTIES' INTENTION

THAT DAMAGES TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY OR ANY GROUP MEMBER THEREOF NOT BE COVERED BY THE RELEASE, DEFENSE, OR INDEMNITY OBLIGATIONS IN THIS AGREEMENT**.** The foregoing is a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

10.11 **Limitations of Liability.** Notwithstanding anything to the contrary contained in this Agreement, **IN NO EVENT SHALL SELLER OR BUYER EVER BE LIABLE FOR, AND EACH PARTY RELEASES THE OTHER FROM, ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR CLAIMS RELATING TO OR ARISING OUT OF THE CONTEMPLATED TRANSACTIONS OR THIS AGREEMENT**; *provided*, *however*, that any consequential, special, indirect, exemplary, or punitive damages recovered by a Third Party (including a Governmental Body, but excluding any Affiliate of any Group member) against a Person entitled to indemnity pursuant to this Article 10 shall be included in the Damages recoverable under such indemnity. Notwithstanding the foregoing, lost profits shall not be excluded by this provision as to recovery hereunder to the extent constituting direct Damages.

10.12 **No Duplication.** Any liability for indemnification hereunder shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability constituting a Breach of more than one representation, warranty, covenant, obligation, or agreement herein. Neither Buyer nor Seller shall be liable for indemnification with respect to any Damages based on any sets of facts to the extent the Purchase Price is being or has been adjusted pursuant to Section 2.05 by reason of the same set of facts.

10.13 **Disclaimer of Application of Anti-Indemnity Statutes.** Seller and Buyer acknowledge and agree that the provisions of any anti-indemnity statute relating to oilfield services and associated activities shall not be applicable to this Agreement and/or the Contemplated Transactions.

10.14 **Waiver of Right to Rescission.** Seller and Buyer acknowledge that, following the Closing, the payment of money, as limited by the terms of this Agreement, shall be adequate compensation for Breach of any representation, warranty, covenant or agreement contained herein or for any other claim arising in connection with or with respect to the Contemplated Transactions. As the payment of money shall be adequate compensation, following Closing, Seller and Buyer waive any right to rescind this Agreement or any of the transactions contemplated hereby.

ARTICLE 11
TITLE MATTERS AND ENVIRONMENTAL MATTERS; PREFERENTIAL PURCHASE RIGHTS; CONSENTS

11.01 **Title Examination and Access.** Buyer may make or cause to be made at its expense such examination as it may desire of Seller's title to the Assets. For such purposes, until the Defect Notice Date (but excluding the Dead Period), Seller shall give to Buyer and its Representatives access during Seller's regular hours of business to originals or, in Seller's sole discretion, copies (which copies may, at Seller's sole discretion, be in electronic format), of all of the files, records, contracts, correspondence, maps, data, reports, plats, abstracts of title, lease files,

well files, unit files, division order files, production marketing files, title opinions, title files, title records, ownership maps, surveys, and any other information, data, records, and files that Seller has relating in any way to the title to the Assets, the past or present operation thereof, and the marketing of production therefrom, in accordance with, and subject to the limitations in, Section 5.01.

11.02 **Preferential Purchase Rights.** Seller shall provide all notices necessary to comply with or obtain the waiver of all Preferential Purchase Rights which are applicable to the Contemplated Transactions prior to the Closing Date and in accordance with Section 5.04. To the extent any such Preferential Purchase Rights are exercised by any holders thereof, then the Asset(s) subject to such Preferential Purchase Rights shall not be sold to Buyer and shall be excluded from the Assets and sale under this Agreement and shall be considered Retained Assets. The Purchase Price shall be adjusted downward by the Allocated Value of the Asset(s) so retained. On the Closing Date, if the time period for exercising any Preferential Purchase Right has not expired, but no notice of waiver (nor of the exercise of such Preferential Purchase Right) has been received from the holder thereof, then the Asset(s) subject to such Preferential Purchase Right shall be included in the Closing, with no adjustment to the Purchase Price. After the Closing, if the holder of such Preferential Purchase Right exercises the Preferential Purchase Right, then Buyer shall convey the affected Asset(s) to such party, and shall receive the consideration for such affected Asset(s) directly from such party. If any holder of a Preferential Purchase Right initially elects to exercise that Preferential Purchase Right, but after the Closing Date, refuses to consummate the purchase of the affected Asset(s), then, subject to the Parties' respective rights and remedies as to the obligation to consummate the Contemplated Transactions, Buyer shall purchase such Asset(s) for the Allocated Value thereof (subject to the adjustments pursuant to Section 2.05), and the closing of such transaction shall take place on a date designated by Seller not more than one hundred eighty (180) days after the Closing Date. If such holder's refusal to consummate the purchase of the affected Asset(s) occurs prior to the Closing Date, then, subject to the Parties' respective rights and remedies as to the obligation to consummate the Contemplated Transactions, Buyer shall purchase the affected Asset(s) at the Closing in accordance with the terms of this Agreement.

11.03 **Consents.** Seller shall initiate all procedures required to comply with or obtain all Consents required for the transfer of the Assets in accordance with Section 5.04.

(a) If Seller fails to obtain any Consent necessary for the transfer of any Asset to Buyer, Seller's failure shall be handled as follows:

(i) If the Consent is not a Required Consent, then the affected Assets shall nevertheless be conveyed at the Closing as part of the Assets. Any Damages that arise due to the failure to obtain such Consent shall be borne by Buyer, and Buyer shall defend, release, indemnify and hold harmless Seller Group from and against the same.

(ii) If the Consent is a Required Consent, the Purchase Price shall be adjusted downward by the Allocated Value of the affected Assets (which affected Assets shall include all Leases and Wells affected by the Applicable Contract or Lease for which a Consent is refused), and the affected Assets shall be treated as Retained Assets.

(b) Notwithstanding the provisions of Section 11.03(a), if Seller obtains a Required Consent described in Section 11.03(a)(ii) within one hundred eighty (180) days after the Closing, then Seller shall promptly deliver conveyances of the affected Asset(s) to Buyer and Buyer shall pay to Seller an amount equal to the Allocated Value of the affected Asset(s) in accordance with wire transfer instructions provided by Seller (subject to the adjustments set forth in Section 2.05).

11.04 **Title Defects.** Buyer shall notify Seller of Title Defects ("Title Defect Notice(s)") promptly after the discovery thereof, but in no event later than 5:00 p.m. Central Time on February 21, 2018 (the "Defect Notice Date"). To be effective, each Title Defect Notice shall be in writing and include (a) a description of the alleged Title Defect and the TXPS Well or Waterflood Unit or portion thereof affected by such alleged Title Defect (each, a "Title Defect Property"), (b) the Allocated Value of each Title Defect Property, (c) supporting documents reasonably necessary for Seller to verify the existence of the alleged Title Defect, (d) Buyer's preferred manner of curing such Title Defect, and (e) the amount by which Buyer reasonably believes the Allocated Value of each Title Defect Property is reduced by such alleged Title Defect and the computations upon which Buyer's belief is based (the "Title Defect Value"). To give Seller an opportunity to commence reviewing and curing Title Defects, Buyer agrees to use reasonable efforts to give Seller, on a weekly basis prior to the Defect Notice Date, written notice of all alleged Title Defects (as well as any claims that would be claims under the special warranty of Defensible Title set forth in the Instruments of Conveyance) discovered by Buyer during the preceding week. Notwithstanding anything herein to the contrary, subject to Buyer's rights under the special warranty of Defensible Title in the Instruments of Conveyance, Buyer forever waives, and Seller shall have no liability for, Title Defects not asserted by a Title Defect Notice meeting all of the requirements set forth in the preceding sentence no later than 5:00 p.m. Central Time on the Defect Notice Date.

11.05 **Title Defect Value.** The Title Defect Value shall be determined pursuant to the following guidelines, where applicable:

(a) if the Parties agree on the Title Defect Value, then that amount shall be the Title Defect Value;

(b) if the Title Defect is an Encumbrance that is undisputed and liquidated in amount, then the Title Defect Value shall be the amount necessary to be paid to remove the Title Defect from the Title Defect Property;

(c) if the Title Defect represents a discrepancy between (i) Seller's Net Revenue Interest for the Title Defect Property and (ii) the Net Revenue Interest set forth for such Title Defect Property in Schedule 2.07(a) or Schedule 2.07(b), as applicable, and there is also a proportionate reduction in Working Interest for such Title Defect Property, then the Title Defect Value shall be the product of the Allocated Value of such Title Defect Property, *multiplied* by a fraction, the numerator of which is the Net Revenue Interest decrease and the denominator of which is the Net Revenue Interest set forth for such Title Defect Property in Schedule 2.07(a) or Schedule 2.07(b), as applicable; and

(d) if the Title Defect represents an Encumbrance upon or other defect in title to the Title Defect Property of a type not described above, then the Title Defect Value shall be determined by taking into account the Allocated Value of the Title Defect Property, the portion of the Title Defect Property affected by the Title Defect, the legal effect of the Title Defect, the potential economic effect of the Title Defect over the life of the Title Defect Property, the values placed upon the Title Defect by Buyer and Seller and such other reasonable factors as are necessary to make a proper evaluation.

In no event, however, shall the total of the Title Defect Values related to a particular Asset exceed the Allocated Value of such Asset. The Title Defect Value with respect to a Title Defect shall be determined without any duplication of any costs or losses included in any other Title Defect Value hereunder, or for which Buyer otherwise receives credit in the calculation of the Purchase Price.

11.06 **Seller's Cure or Contest of Title Defects.**

Seller may contest any asserted Title Defect or Buyer's good faith estimate of the Title Defect Value as described in Section 11.06(b) and may seek to cure any asserted Title Defect as described in Section 11.06(a).

(a) Seller shall have the right to cure any Title Defect on or before sixty (60) days after the Closing Date or, if later, after the date of resolution of such Title Defect or the Title Defect Value by an Expert pursuant to Section 11.15 (the "Title Defect Cure Period") by giving written notice to Buyer of its election to cure prior to the Closing Date or, if later, after the applicable Expert Decision date. If Seller elects to cure and:

(i) actually cures the Title Defect ("Cure"), prior to the Closing, then the Asset affected by such Title Defect shall be conveyed to Buyer at the Closing, and no Purchase Price adjustment will be made for such Title Defect; or

(ii) does not cure the Title Defect prior to the Closing, then Seller shall:

(A) convey the affected Asset to Buyer and Buyer shall pay for the affected Asset at the Closing; *provided*, *however* that if Seller is unable to Cure the Title Defect within the time provided in this Section 11.06, then Seller shall include a downward adjustment in the Final Settlement Statement equal to the Title Defect Value for such Asset; or

(B) if and only if Buyer agrees to this remedy in its sole discretion, indemnify Buyer against all Damages (up to the Allocated Value of the applicable Title Defect Property) resulting from such Title Defect with respect to such Title Defect Property pursuant to an indemnity agreement prepared by Seller in a form and substance reasonably acceptable to Buyer.

(b) Seller and Buyer shall attempt to agree on the existence and Title Defect Value for all Title Defects. Representatives of the Parties, knowledgeable in title matters, shall meet during the Title Defect Cure Period for this purpose. However, either Party may at any time prior to the final resolution of the applicable Title Defect hereunder submit any disputed Title

Defect or the Title Defect Value to arbitration in accordance with the procedures set forth in Section 11.15. If a contested Title Defect cannot be resolved prior to Closing, except as otherwise provided herein, the Asset affected by such Title Defect shall nevertheless be conveyed to Buyer at the Closing, and the Purchase Price will be adjusted downward in an amount equal to the Title Defect Value for such Asset; *provided, however*, that if the Title Defect Value as finally decided between the Parties or by the Expert, as applicable, is less than the Title Defect Value used for the Purchase Price adjustment, then Buyer shall include an upward adjustment in the Final Settlement Statement equal to the amount that the Title Defect Value (as of Closing) exceeds the Title Defect Value as finally determined.

11.07 **Limitations on Adjustments for Title Defects.** Notwithstanding the provisions of Sections 11.04, 11.05 and 11.06, Seller shall be obligated to adjust the Purchase Price to account for uncured Title Defects only to the extent that the sum of (x) the aggregate Title Defect Values of all uncured Title Defects (the "Aggregate Title Defect Value") (after taking into account any offsetting Title Benefit Values) *plus* (y) the Aggregate Environmental Defect Value exceeds the Aggregate Defect Deductible. In addition, no Title Defect Value will be considered in calculating the Aggregate Title Defect Value unless the Title Defect Value with respect to a single TXPS Well or single Waterflood Unit is equal to or greater than the De Minimis Title Defect Cost.

11.08 **Title Benefits.** If Seller discovers any right, circumstance or condition that operates (a) to increase the Net Revenue Interest for any TXPS Well or Waterflood Unit above that shown in Schedule 2.07(a) or Schedule 2.07(b), to the extent the same does not cause a greater than proportionate increase in Seller's Working Interest therein above that shown in Schedule 2.07(a) or Schedule 2.07(b), as applicable, or (b) to decrease the Working Interest of Seller in any TXPS Well or Waterflood Unit below that shown in Schedule 2.07(a) or Schedule 2.07(b), as applicable, to the extent the same causes a decrease in Seller's Working Interest that is proportionately greater than the decrease in Seller's Net Revenue Interest therein below that shown in Schedule 2.07(a) or Schedule 2.07(b), as applicable, (each, a "Title Benefit"), then Seller shall, from time to time and without limitation, have the right, but not the obligation, to give Buyer written notice of any such Title Benefits (a "Title Benefit Notice"), as soon as practicable but not later than 5:00 p.m. Central Time on the Defect Notice Date, stating with reasonable specificity the Assets affected, the particular Title Benefit claimed, and Seller's good faith estimate of the amount the additional interest increases the value of the affected Assets over and above that Asset's Allocated Value (the "Title Benefit Value"). Buyer shall also promptly furnish Seller with written notice of any Title Benefit (including a description of such Title Benefit and the Assets affected thereby with reasonable specificity (the "Title Benefit Properties")) which is discovered by any of Buyer's or any of its Affiliates' Representatives, employees, title attorneys, landmen, or other title examiners. The Title Benefit Value of any Title Benefit shall be determined by the following methodology, terms and conditions (without duplication): (i) if the Parties agree on the Title Benefit Value, then that amount shall be the Title Benefit Value; (ii) if the Title Benefit represents a discrepancy between (A) Seller's Net Revenue Interest for any Title Benefit Property and (B) the Net Revenue Interest set forth for such Title Benefit Property in Schedule 2.07(a) or Schedule 2.07(b), and there is also a proportionate increase in Working Interest for such Title Benefit Property as applicable, then the Title Benefit Value shall be the product of the Allocated Value of such Title Benefit Property *multiplied* by a fraction, the numerator of which is the Net Revenue Interest increase and the denominator of which is the Net Revenue Interest set forth for such Title Benefit Property in Schedule 2.07(a) or Schedule 2.07(b), as applicable;; and (iii) if the Title Benefit is of a type not

described above, then the Title Benefit Value shall be determined by taking into account the Allocated Value of the Title Benefit Property, the portion of such Title Benefit Property affected by such Title Benefit, the legal effect of the Title Benefit, the potential economic effect of the Title Benefit over the life of such Title Benefit Property, the values placed upon the Title Benefit by Buyer and Seller and such other reasonable factors as are necessary to make a proper evaluation.

Seller and Buyer shall attempt to agree on the existence and Title Benefit Value for all Title Benefits on before the end of the Title Defect Cure Period. If Buyer agrees with the existence of the Title Benefit and Seller's good faith estimate of the Title Benefit Value, then the Aggregate Title Defect Value shall be offset by the amount of the Title Benefit Value. If the Parties cannot reach agreement by the end of the Title Defect Cure Period, the Title Benefit or the Title Benefit Value in dispute shall be submitted to arbitration in accordance with the procedures set forth in Section 11.15. Notwithstanding the foregoing, the Parties agree and acknowledge that there shall be no upward adjustment to the Purchase Price for any Title Benefit. If a contested Title Benefit cannot be resolved prior to the Closing, Seller shall convey the affected Asset to Buyer and Buyer shall pay for the Asset at the Closing in accordance with this Agreement as though there were no Title Benefits; *provided, however*, if the Title Benefit contest results in a determination that a Title Benefit exists, then the Aggregate Title Defect Value shall be adjusted downward by the Title Benefit Value as determined in such contest (which adjustment shall be made on the Final Settlement Statement).

11.09 **Buyer's Environmental Assessment.** Beginning on the Execution Date and ending at 5:00 p.m. Central Time on the Defect Notice Date (but excluding the Dead Period), Buyer shall have the right, at its sole cost, risk, liability, and expense, to conduct a Phase I Environmental Site Assessment of the Assets. During Seller's regular hours of business (but excluding the Dead Period) and after providing Seller with written notice of any such activities no less than two (2) Business Days in advance (which written notice shall include the written permission of the operator (if other than Seller) and any applicable Third Party operator or other Third Party whose permission is legally required, which Seller shall reasonably cooperate with Buyer in securing), Buyer and its representatives shall be permitted to enter upon the Assets, inspect the same, review all of Seller's files and records (other than those for which Seller has an attorney-client privilege) relating to the Assets, and generally conduct visual, non-invasive tests, examinations, and investigations. No sampling or other invasive inspections of the Assets may be conducted prior to Closing without Seller's prior written consent. Buyer's access shall be in accordance with, and subject to the limitations in, Section 5.01. Notwithstanding anything in this Agreement to the contrary, if (a) Buyer is not granted access to any Asset to conduct its Phase I Environmental Site Assessment of the Assets or (b) Buyer determines in good faith that (based on the results of its Phase I Environmental Site Assessment) sampling or testing of environmental media or operation of equipment is recommended on an Asset and Buyer is not granted permission and access to conduct such activities, then Buyer may elect to exclude such Asset, together with all associated Assets, and reduce the Purchase Price by the Allocated Value of such Assets (which will become Retained Assets).

11.10 **Environmental Defect Notice.** Buyer shall notify Seller in writing of any Environmental Defect (an "Environmental Defect Notice") promptly after the discovery thereof, but in no event later than 5:00 p.m. Central Time on the Defect Notice Date. To be effective, an Environmental Defect Notice shall include: (i) the Well, Lease or Unit affected; (ii) a complete

and detailed description of the alleged Environmental Defect and the basis for such assertion under the terms of this Agreement; (iii) Buyer's good faith estimate of the Environmental Defect Value with respect to such Environmental Defect; and (iv) appropriate documentation reasonably necessary for Seller to substantiate Buyer's claim and calculation of the Environmental Defect Value. Notwithstanding anything herein to the contrary, Buyer forever waives Environmental Defects not asserted by an Environmental Defect Notice meeting all of the requirements set forth in the preceding sentence no later than 5:00 p.m. Central Time on the Defect Notice Date.

11.11 **Seller's Exclusion, Cure or Contest of Environmental Defects.** Seller, in its sole discretion, (x) may elect to (A) exclude at Closing any Asset affected by an asserted Environmental Defect together with any Assets whose ownership cannot be practically separated from the affected Asset (the "Integral Assets"), which excluded Assets and Integral Assets will become a Retained Asset) if the Environmental Defect Value with respect to such Environmental Defect equals or exceeds the Allocated Value of the affected Asset(s) and the Allocated Value of the Integral Assets and (B) reduce the Purchase Price by the Allocated Value(s) of the affected Asset(s) and any Integral Asset(s), (y) may contest any asserted Environmental Defect or Buyer's good faith estimate of the Environmental Defect Value as described in Section 11.11(b) and/or (z) may seek to remediate or cure any asserted Environmental Defect to the extent of the Lowest Cost Response as described in Section 11.11(a).

(a) Seller shall have the right to remediate or cure an Environmental Defect to the extent of the Lowest Cost Response on or before sixty (60) days after the Defect Notice Date or, if later, after the date of resolution of such Environmental Defect or the Environmental Defect Value by an Expert (the "Environmental Defect Cure Period") by giving written notice to Buyer to that effect prior to the Closing Date or, if later, after the applicable Expert Decision date, together with Seller's proposed plan and timing for such remediation, and Seller shall remain liable for all Damages arising out of or in connection with such Environmental Defect until such time as such remediation or cure is completed. If Seller elects to pursue remediation or cure as set forth in this clause (a), Seller shall implement such remediation or cure in a manner that is in compliance with all applicable Legal Requirements in a prompt and timely fashion for the type of remediation or cure. If Seller elects to pursue remediation or cure and:

(i) completes a Complete Remediation of an Environmental Defect prior to the Closing Date, the affected Unit(s), Lease(s) or Well(s) shall be included in the Assets conveyed at Closing, and no Purchase Price adjustment will be made for such Environmental Defect;

(ii) does not complete a Complete Remediation prior to the Closing, unless Seller elects to exclude such Asset(s) in accordance with this Section 11.11, then Seller shall convey the affected Asset(s) to Buyer and Buyer shall pay for the affected Asset(s) at the Closing; *provided*, *however* that if Seller is unable to complete a Complete Remediation of the Environmental Defect within the time provided in this Section 11.11, then Seller shall include a downward adjustment in the Final Settlement Statement equal to the Environmental Defect Value for such Asset(s).

(b) Seller and Buyer shall attempt to agree on the existence and Environmental Defect Value of all Environmental Defects. Representatives of the Parties, knowledgeable in environmental matters, shall meet for this purpose. However, a Party may at any time prior to the final resolution of the applicable Environmental Defect hereunder elect to submit any disputed item to arbitration in accordance with the procedures set forth in Section 11.15. If a contested Environmental Defect cannot be resolved prior to the Closing, the affected Asset(s) (together with any other Assets appurtenant thereto) shall be included with the Assets conveyed to Buyer at Closing and the Purchase Price shall be reduced by the estimated Environmental Defect Value set forth in the Environmental Defect Notice for such contested Environmental Defect, and the final determination of the Environmental Defect and/or Environmental Defect Value shall be resolved pursuance to Section 11.15.

11.12 **Limitations.** Notwithstanding the provisions of Sections 11.10 and 11.11, no adjustment to the Purchase Price for Environmental Defect Values shall be made unless and until the sum of (x) the aggregate value of all Environmental Defect Values (the "Aggregate Environmental Defect Value") *plus* (y) the Aggregate Title Defect Value (after taking into account any offsetting Title Benefit Values) exceeds the Aggregate Defect Deductible. Only Environmental Defect Values that are equal to or greater than the De Minimis Environmental Defect Cost with respect to any single Environmental Defect for a Well, Lease or Unit shall be considered in calculating the Aggregate Environmental Defect Value.

11.13 **Exclusive Remedies.** The rights and remedies granted to Buyer in this Agreement are the exclusive rights and remedies against Seller related to any Environmental Condition, or Damages related thereto. **EXCEPT AS SET FORTH IN THIS AGREEMENT, BUYER EXPRESSLY WAIVES, AND RELEASES SELLER GROUP FROM, ANY AND ALL OTHER RIGHTS AND REMEDIES IT MAY HAVE UNDER ENVIRONMENTAL LAWS AGAINST SELLER REGARDING ENVIRONMENTAL CONDITIONS, WHETHER FOR CONTRIBUTION, INDEMNITY, OR OTHERWISE.** The foregoing is a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

11.14 **Casualty Loss and Condemnation**. If, after the Execution Date but prior to Closing Date, any portion of the Assets is destroyed by fire or other casualty or is expropriated or taken in condemnation or under right of eminent domain (a "Casualty Loss"), this Agreement shall remain in full force and effect, and Buyer shall nevertheless be required to close the Contemplated Transactions. In the event that the amount of the costs and expenses associated with repairing or restoring the Assets affected by such Casualty Loss exceeds One Million Dollars ($1,000,000) net to Seller's interest, Seller must elect by written notice to Buyer prior to Closing either to (a) cause the Assets affected by such Casualty Loss to be repaired or restored, at Seller's sole cost, as promptly as reasonably practicable (which work may extend after the Closing Date), or (b) indemnify Buyer under an indemnification agreement mutually acceptable to the Parties against any costs or expenses that Buyer reasonably incurs to repair or restore the Assets subject to such Casualty Loss. In each case, Seller shall retain all rights to insurance and other claims against Third Parties with respect to the applicable Casualty Loss except to the extent the Parties otherwise agree in writing. Seller shall have no other liability or responsibility to Buyer with respect to a condemnation or Casualty Loss, even if such Casualty Loss shall have resulted from or shall have arisen out of the sole or concurrent negligence, fault, or violation of a Legal Requirement of Seller or any member of Seller Group.

11.15 **Expert Proceedings.**

(a) Each matter referred to this Section 11.15 (a "Disputed Matter") shall be conducted in accordance with the Commercial Arbitration Rules of the AAA as supplemented to the extent necessary to determine any procedural appeal questions by the Federal Arbitration Act (Title 9 of the United States Code), but only to the extent that such rules do not conflict with the terms of this Section 11.15. Any notice from one Party to the other referring a dispute to this Section 11.15 shall be referred to herein as an "Expert Proceeding Notice".

(b) The arbitration shall be held before a one member arbitration panel (the "Expert"), mutually agreed by the Parties. The Expert must (a) be a neutral party who has never been an officer, director or employee of or performed material work for a Party or any Party's Affiliate within the preceding five (5)-year period and (b) agree in writing to keep strictly confidential the specifics and existence of the dispute as well as all proprietary records of the Parties reviewed by the Expert in the process of resolving such dispute. The Expert must have not less than ten (10) years' experience as a lawyer in the State of Oklahoma with experience in exploration and production issues. If disputes exist with respect to both title and environmental matters, the Parties may mutually agree to conduct separate arbitration proceedings with the title disputes and environmental disputes being submitted to separate Experts. If, within five (5) Business Days after delivery of an Expert Proceeding Notice, the Parties cannot mutually agree on an Expert, then within seven (7) Business Days after delivery of such Expert Proceeding Notice, each Party shall provide the other with a list of three (3) acceptable, qualified experts, and within ten (10) Business Days after delivery of such Expert Proceeding Notice, the Parties shall each separately rank from one through six in order of preference each proposed expert on the combined lists, with a rank of one being the most preferred expert and the rank of six being the least preferred expert, and provide their respective rankings to the Dallas office of the AAA. Based on those rankings, the AAA will appoint the expert with the combined lowest numerical ranking to serve as the Expert for the Disputed Matters. If the rankings result in a tie or the AAA is otherwise unable to determine an Expert using the Parties' rankings, the AAA will appoint an arbitrator from one of the Parties' lists as soon as practicable upon receiving the Parties' rankings. Each Party will be responsible for paying one-half (1/2) of the fees charged by the AAA for the services provided in connection with this Section 11.15(b).

(c) Within five (5) Business Days following the receipt by either Party of the Expert Proceeding Notice, the Parties will exchange their written description of the proposed resolution of the Disputed Matters. Provided that no resolution has been reached, within five (5) Business Days following the selection of the Expert, the Parties shall submit to the Expert the following: (i) this Agreement, with specific reference to this Section 11.15 and the other applicable provisions of this Article 11, (ii) Buyer's written description of the proposed resolution of the Disputed Matters, together with any relevant supporting materials, (iii) Seller's written description of the proposed resolution of the Disputed

Matters, together with any relevant supporting materials, and (iv) the Expert Proceeding Notice.

(d) The Expert shall make its determination by written decision within fifteen (15) days following receipt of the materials described in Section 11.15(c) above (the "Expert Decision"). The Expert Decision with respect to the Disputed Matters shall be limited to the selection of the single proposal for the resolution of the aggregate Disputed Matters proposed by a Party that best reflects the terms and provisions of this Agreement, *i.e.*, the Expert must select either Buyer's proposal or Seller's proposal for resolution of the aggregate Disputed Matters.

(e) The Expert Decision shall be final and binding upon the Parties, without right of appeal, absent manifest error. In making its determination, the Expert shall be bound by the rules set forth in this Article 11. The Expert may consult with and engage disinterested Third Parties to advise the Expert, but shall disclose to the Parties the identities of such consultants. Any such consultant shall not have worked as an employee or consultant for either Party or its Affiliates during the five (5)-year period preceding the arbitration nor have any financial interest in the dispute.

(f) The Expert shall act as an expert for the limited purpose of determining the specific matters submitted for resolution herein and shall not be empowered to award damages, interest, or penalties to either Party with respect to any matter. Each Party shall bear its own legal fees and other costs of preparing and presenting its case. All costs and expenses of the Expert shall be borne by the non-prevailing Party in any such arbitration proceeding.

ARTICLE 12
EMPLOYMENT MATTERS

12.01 **Available Employees' Offers and Post-Employee Start Date Employment and Benefits**.

(a) Following the Execution Date, Seller shall provide Buyer reasonable access to the Available Employees.

(b) Within two (2) Business Days of the Execution Date, Seller will provide Buyer with a list that sets forth the name of each Available Employee, and for each such individual, his or her name, job title, annualized salary or hourly wage, bonus eligibility/target, long-term incentive eligibility/target, vacation eligibility, hire date/start date, leave status (including expected duration of any leave), details of any visa, and any vehicle described on Exhibit D assigned to the Available Employee by Seller (the "Available Employee List").

(c) Beginning seven (7) Business Days following the Execution Date and ending on February 16, 2018, Buyer or its Affiliate, in their sole discretion, may make written offers of employment, with such offers providing such Available Employees at least five (5) Business Days to either accept or reject such offers, to each of the Available Employees to whom Buyer or its Affiliate elects to make an offer of employment, with such offers conditioned upon the occurrence of the Closing and effective as of the Employee Start Date. Any such offers of employment (i) to Available Employees located in Oklahoma shall be at a base salary/wage rate

that is no less than that in effect as of immediately before Closing and at a location within fifty (50) miles of the primary location at which such Available Employee worked immediately prior to Closing, and (ii) to Available Employees located in Texas shall be based on terms determined by Buyer or its Affiliate in their sole discretion; *provided, however,* that in each case, each Available Employee accepting such an offer shall be entitled to participate in Buyer's or its Affiliate's employee benefits on the same terms as similarly situated current employees of Buyer or its Affiliate. Buyer will provide Seller a list of Available Employees who received an employment offer from Buyer or its affiliate under this Section 12.01(c) no later than February 23, 2018, which list will indicate whether (i) the offer was of at least equal or greater base pay, (ii) the offer was in a location within 50 miles of the Available Employee's primary location with Seller (as indicated on the Available Employee List), and (iii) accepted or rejected by the Available Employee. Buyer shall supplement this list to include any Available Employee located in Oklahoma whom Buyer hires within six (6) months of the Employee Start Date within three (3) Business Days of such hiring. **BUYER SHALL INDEMNIFY AND HOLD HARMLESS SELLER AND ITS AFFILIATES WITH RESPECT TO ALL CLAIMS AND LIABILITIES RELATING TO OR ARISING OUT OF BUYER'S OR ITS AFFILIATE'S EMPLOYEE SELECTION AND EMPLOYMENT OFFER PROCESS DESCRIBED IN THIS SECTION 12.01 (INCLUDING ANY CLAIM OF DISCRIMINATION OR OTHER ILLEGALITY IN SUCH SELECTION AND OFFER PROCESS).**

12.02 **Responsibility for Employee Matters.** Seller shall have sole responsibility for, and will indemnify Buyer and its Affiliate for, all obligations to Seller's employees arising during their employment with Seller or in connection with the termination of their employment with Seller, including as to any obligations or rights arising under Seller's benefits, severance or other plans for the benefit of employees. Buyer or its Affiliate, as applicable, shall have sole responsibility for, and will indemnify Seller and its Affiliate, all obligations to those employees that accept an offer of employment from Buyer or its Affiliate arising during their employment with Buyer or in connection with the termination of their employment with Buyer, including as to any obligations or rights arising under Buyer's benefits, severance or other plans for the benefit of employees. Seller retains the right to terminate the employment of any Available Employee for any reason or at any time prior to the Employee Start Date.

12.03 **WARN Act**. From the date of this Agreement until the final Employee Start Date, Seller shall not and shall cause its Affiliates not to, terminate the employment of any Available Employees such that a "plant closing" or "mass layoff" (as those terms are defined in the WARN Act or any similar state Legal Requirement) occurs prior to the final Employee Start Date without complying with the WARN Act. Buyer agrees to provide any notice to each Continuing Employee required under the WARN Act or any similar state Legal Requirement with respect to any "plant closing" or "mass layoff" affecting such Continuing Employee that may occur on or after his or her Employee Start Date.

12.04 **Severance Obligation**. If any Available Employee is entitled to severance benefits under the Seller's Severance Plan as a result of a Qualifying Termination caused by the failure of Buyer or its Affiliate to give an offer of employment to such Available Employee or the failure of Buyer or its Affiliate to give an offer of employment to the Available Employee that would avoid a Qualifying Termination, Seller shall bear one hundred percent (100%) of the amount of severance benefits paid to such Available Employee; *provided* that if Buyer or its Affiliate hires

any such Available Employee located in Oklahoma (as an employee or independent contractor of Buyer or its Affiliate) after the Employee Start Date until six (6) months after the Closing Date, Buyer shall promptly pay, or cause to be paid to, Seller the amount of any severance benefits paid to such Available Employee pursuant to Seller's Severance Plan.

ARTICLE 13
GENERAL PROVISIONS

13.01 **Records.** Seller, at Buyer's cost and expense, shall deliver originals of all Records to Buyer (FOB Seller's office) within fifteen (15) days after the Closing. With respect to any original Records delivered to Buyer, (a) Seller shall be entitled to retain copies of such Records, and (b) Buyer shall retain any such original Records for at least seven (7) years beyond the Closing Date, during which seven (7)-year period Seller shall be entitled to obtain access to such Records, at reasonable business hours and upon prior notice to Buyer, so that Seller may make copies of such original Records, at its own expense, as may be reasonable or necessary for tax purposes or in connection with any Proceeding or Threatened Proceeding against Seller.

13.02 **Expenses.**

(a) Except as otherwise expressly provided in this Agreement, each Party to this Agreement shall bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants. However, the prevailing Party in any Proceeding brought under or to enforce this Agreement, excluding any expert proceeding pursuant to Section 11.15 or Section 2.05(d), shall be entitled to recover court costs and arbitration costs, as applicable, and reasonable attorneys' fees from the non-prevailing Party or Parties, in addition to any other relief to which such Party is entitled.

(b) All Transfer Taxes and all required documentary, filing and recording fees and expenses in connection with the filing and recording of the assignments, conveyances or other Instruments of Conveyance required to convey title to the Assets to Buyer shall be borne by Buyer. Seller shall retain responsibility for, and shall bear, all Asset Taxes assessed with respect to the Assets for (i) any period ending prior to the Effective Time and (ii) the portion of any Straddle Period ending immediately prior to the Effective Time. All Asset Taxes with respect to the Assets arising on or after the Effective Time (including the portion of any Straddle Period beginning at the Effective Time) shall be allocated to and borne by Buyer. For purposes of allocation between the Parties of Asset Taxes assessed with respect to the Assets for any Straddle Period, (A) Asset Taxes that are attributable to the severance or production of Hydrocarbons shall be allocated based on severance or production occurring before the Effective Time (which shall be Seller's responsibility) and from and after the Effective Time (which shall be Buyer's responsibility); (B) Asset Taxes that are based upon or related to income or receipts or imposed on a transactional basis (other than such Asset Taxes described in clause (A)) shall be allocated based on revenues from sales occurring before the Effective Time (which shall be Seller's responsibility) and from and after the Effective Time (which shall be Buyer's responsibility); and (C) Asset Taxes that are ad valorem, property or other Asset Taxes imposed on a periodic basis shall be allocated *pro rata* per day between the portion of the Straddle Period ending

immediately prior to the Effective Time (which shall be Seller's responsibility) and the portion of the Straddle Period beginning at the Effective Time (which shall be Buyer's responsibility). For purposes of the preceding sentence, any exemption, deduction, credit or other item that is calculated on an annual basis shall be allocated *pro rata* per day between the portion of the Straddle Period ending immediately prior to the Effective Time and the portion of the Straddle Period beginning at the Effective Time. To the extent the actual amount of any Asset Taxes described in this Section 13.02(b) is not determinable at Closing, Buyer and Seller shall utilize the most recent information available in estimating the amount of such Asset Taxes for purposes of Section 2.05. Upon determination of the actual amount of such Asset Taxes, timely payments will be made from one Party to the other to the extent necessary to cause each Party to bear the amount of such Asset Tax that is allocable to such Party under this Section 13.02(b). Any allocation of Asset Taxes between the Parties shall be in accordance with this Section 13.02(b).

(c) Except as required by applicable Legal Requirements, in respect of Asset Taxes, (i) Seller shall be responsible for timely remitting all (A) Asset Taxes due (excluding Ad Valorem and Property Taxes) with respect to the Assets for periods ending prior to the Closing Date, (B) Ad Valorem and Property Taxes due with respect to the Assets for periods ending prior to the Effective Time (no matter when due), and (C) Ad Valorem and Property Taxes due with respect to the Assets due prior to the Closing Date (subject, in each case, to Seller's right to reimbursement by Buyer under Section 13.02(b)), (ii) Buyer shall be responsible for timely remitting all (A) Asset Taxes (excluding Ad Valorem and Property Taxes) with respect to the Assets for periods ending on or after the Closing Date, and (B) all Ad Valorem and Property Taxes due on or after the Closing Date (subject, in each case, to Buyer's right to reimbursement by Seller under Section 13.02(b)), in each case, to the applicable taxing authority, (iii) Seller shall prepare and timely file any (A) Tax Return for Asset Taxes (excluding Ad Valorem and Property Taxes) with respect to the Assets required to be filed for periods ending prior to the Closing Date, and (B) Tax Return for Ad Valorem and Property Taxes with respect to the Assets due prior to the Closing Date, and (iv) Buyer shall prepare and timely file any (A) Tax Return for Asset Taxes (excluding Ad Valorem and Property Taxes) with respect to the Assets required to be filed for periods ending on or after the Closing Date, and (B) Tax Return for Ad Valorem and Property Taxes in respect to the Assets required to be filed on or after the Closing Date (including Tax Returns related to any Straddle Period). Each Party shall indemnify and hold the other Party harmless for any failure to file such Tax Returns and to make such payments. Buyer shall prepare all such Tax Returns relating to any Straddle Period on a basis consistent with past practice except to the extent otherwise required by applicable Legal Requirements. Buyer shall provide Seller with a copy of any Tax Return relating to any Straddle Period for Seller's review at least ten (10) days prior to the due date for the filing of such Tax Return (or within a commercially reasonable period after the end of the relevant Taxable period, if such Tax Return is required to be filed less than ten (10) days after the close of such Taxable period), and Buyer shall incorporate all reasonable comments of Seller provided to Buyer in advance of the due date for the filing of such Tax Return.

(d) Buyer and Seller agree to furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Assets, including access to books and records, as is reasonably necessary for the filing of all Tax Returns by Buyer or Seller, the making of any election relating to taxes, the preparation for any audit by any taxing authority and the prosecution or defense of any claim, suit or proceeding relating to any tax. The Parties agree to retain all books and records with respect to Tax matters pertinent to the Assets relating to any Tax period beginning before the Closing Date until sixty (60) days after the expiration of the statute of limitations of the respective Tax periods (taking into account any extensions thereof) and to abide by all record retention agreements entered into with any taxing authority.

13.03 **Notices.** All notices, consents, waivers, and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by electronic mail with receipt acknowledged, with the receiving Party affirmatively obligated to promptly acknowledge receipt, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate recipients, addresses, and fax numbers set forth below (or to such other recipients, addresses, or fax numbers as a Party may from time to time designate by notice to the other Party):

NOTICES TO BUYER:

Scout Energy Group IV, LP
4901 LBJ FWY, STE 300
Dallas, Texas 75244
Attention: Jon Piot
Email Address: jpiot@scoutep.com

NOTICES TO SELLER:

c/o Linn Energy Holdings, LLC
600 Travis Street, Suite 1400
Houston, Texas 77002
Attention: Candice J. Wells, General Counsel
E-mail: CWells@linnenergy.com

With a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
609 Main Street, 45th Floor
Houston, TX 77002
Attention: Anthony Speier, P.C.
Rahul Vashi

Email: anthony.speier@kirkland.com
rahul.vashi@kirkland.com

13.04 **Governing Law; Jurisdiction; Service of Process; Jury Waiver. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RIGHTS, DUTIES AND THE LEGAL RELATIONS AMONG THE PARTIES HERETO AND THERETO SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION; *PROVIDED, HOWEVER,* THAT ANY MATTERS RELATED TO REAL PROPERTY SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE SUCH REAL PROPERTY IS LOCATED. WITHOUT LIMITING THE PARTIES' AGREEMENT TO ARBITRATE IN SECTION 11.15 OR THE DISPUTE RESOLUTION PROCEDURE PROVIDED IN SECTION 2.05(D) WITH RESPECT TO DISPUTES ARISING THEREUNDER, THE PARTIES HERETO CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE FEDERAL COURTS OF THE UNITED STATES LOCATED IN HOUSTON, TEXAS OR THE STATE COURTS LOCATED IN HOUSTON, TEXAS FOR ANY ACTION ARISING OUT OF THIS AGREEMENT, ANY TRANSACTION DOCUMENTS, OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS AGREEMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY SHALL BE EXCLUSIVELY LITIGATED IN SUCH COURTS DESCRIBED ABOVE HAVING SITES IN HOUSTON, TEXAS AND EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS SOLELY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. EACH PARTY HERETO VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, THAT A FINAL AND NONAPPEALABLE JUDGMENT AGAINST A PARTY IN ANY ACTION OR PROCEEDING CONTEMPLATED ABOVE SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION WITHIN OR OUTSIDE THE UNITED STATES BY SUIT ON THE JUDGMENT, A CERTIFIED OR EXEMPLIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND AMOUNT OF SUCH JUDGMENT. TO THE EXTENT THAT A PARTY OR ANY OF ITS AFFILIATES HAS ACQUIRED, OR HEREAFTER MAY ACQUIRE, ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, SUCH PARTY (ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES) HEREBY IRREVOCABLY (I) WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS WITH RESPECT TO THIS AGREEMENT AND (II) SUBMITS TO THE PERSONAL JURISDICTION OF ANY COURT DESCRIBED IN THIS SECTION 13.04.**

13.05 **Further Assurances.** The Parties agree (a) to furnish upon request to each other such further information, (b) to execute, acknowledge, and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

13.06 **Waiver.** The rights and remedies of the Parties are cumulative and not alternative. Neither the failure nor any delay by either Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable Legal Requirement, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party, (b) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (c) no notice to or demand on one Party shall be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

13.07 **Entire Agreement and Modification.** This Agreement supersedes all prior discussions, communications, and agreements (whether oral or written) between the Parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended or otherwise modified except by a written agreement executed by both Parties. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by either Party that is not embodied in this Agreement together with the documents, instruments, and writings that are delivered pursuant hereto, and neither Party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of any Schedule or Exhibit hereto, the terms and provisions of this Agreement shall govern, control, and prevail.

13.08 **Assignments, Successors, and No Third Party Rights.** Neither Party may assign any of its rights, liabilities, covenants, or obligations under this Agreement (as distinguished from an assignment of the Assets after Closing) without the prior written consent of the other Party (which consent may be granted or denied at the sole discretion of the other Party), and (a) any assignment made without such consent shall be void, and (b) in the event of such consent, such assignment nevertheless shall not relieve such assigning Party of any of its obligations under this Agreement without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement shall apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement shall be construed to give any Person other than the Parties or any other agreement contemplated herein (and Buyer Group and Seller Group who are entitled to indemnification under Article 10), any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. Subject to the preceding sentence, this Agreement, any other

agreement contemplated herein, and all provisions and conditions hereof and thereof, are for the sole and exclusive benefit of the Parties and such other agreements (and Buyer Group and Seller Group who are entitled to indemnification under Article 10), and their respective successors and permitted assigns.

13.09 **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

13.10 **Article and Section Headings, Construction.** The headings of Sections, Articles, Exhibits, and Schedules in this Agreement are provided for convenience only and shall not affect its construction or interpretation. All references to "Section," "Article," "Exhibit," or "Schedule" refer to the corresponding Section, Article, Exhibit, or Schedule of this Agreement. Unless expressly provided to the contrary, the words "hereunder," "hereof," "herein," and words of similar import are references to this Agreement as a whole and not any particular Section, Article, Exhibit, Schedule, or other provision of this Agreement. Each definition of a defined term herein shall be equally applicable both to the singular and the plural forms of the term so defined. All words used in this Agreement shall be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms and (in its various forms) means including without limitation. If the date specified in this Agreement for giving any notice or taking any action is not a Business Day (or if the period during which any notice is required to be given or any action taken expires on a date which is not a Business Day), then the date for giving such notice or taking such action (or the expiration date of such period during which notice is required to be given or action taken) shall be the next day which is a Business Day. Each Party has had substantial input into the drafting and preparation of this Agreement and has had the opportunity to exercise business discretion in relation to the negotiation of the details of the Contemplated Transactions. This Agreement is the result of arm's-length negotiations from equal bargaining positions. This Agreement shall not be construed against either Party, and no consideration shall be given or presumption made on the basis of who drafted this Agreement or any particular provision hereof or who supplied the form of Agreement.

13.11 **Counterparts.** This Agreement may be executed and delivered (including by facsimile or e-mail transmission) in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

13.12 **Press Release.** If any Party wishes to make a press release or other public announcement respecting this Agreement or the Contemplated Transactions, such Party will provide the others with a draft of the press release or other public announcement for review at least one (1) Business Day prior to the time that such press release or other public announcement is to be made. The Parties will attempt in good faith to expeditiously reach agreement on such press release or other public announcement and the contents thereof. Failure to provide comments back

to the other Party within one (1) Business Day of receipt of the draft release or announcement will be deemed consent to the public disclosure of such press release or other public announcement and the content thereof, so long as the reviewing Party's name is not included in the release or announcement. Seller and Buyer shall each be liable for the compliance of their respective Affiliates with the terms of this Section 13.12. **Notwithstanding anything to the contrary in this Section 13.12, no Party shall issue a press release or other public announcement that includes the name of a non-releasing Party or its Affiliates without the prior written consent of such non-releasing Party (which consent may be withheld in such non-releasing Party's sole discretion).**

13.13 **Confidentiality.** The Confidentiality Agreement shall terminate on the Closing Date and will thereafter be of no further force or effect. Each Party shall keep confidential, and cause its Affiliates and instruct its Representatives to keep confidential, all terms and provisions of this Agreement, except (a) as required by Legal Requirements or any standards or rules of any stock exchange to which such Party or any of its Affiliates is subject, (b) for information that is available to the public on the Closing Date, or thereafter becomes available to the public other than as a result of a breach of this Section 13.13, (c) to the extent required to be disclosed in connection with complying with or obtaining a waiver of any Preferential Purchase Right or Consent, and (d) to the extent that such Party must disclose the same in any Proceeding brought by it to enforce its rights under this Agreement. This Section 13.13 shall not prevent either Party from recording the Instruments of Conveyance delivered at the Closing or from complying with any disclosure requirements of Governmental Bodies that are applicable to the transfer of the Assets. The covenant set forth in this Section shall terminate two (2) years after the Closing Date.

13.14 **Name Change.** As promptly as practicable, but in any event within sixty (60) days after the Closing Date, Buyer shall eliminate, remove or paint over the use of the name "Linn" and variants thereof from the Assets, and, except with respect to such grace period for eliminating the existing usage, shall have no right to use any logos, trademarks, or trade names belonging to Seller or any of its Affiliates. Buyer shall be solely responsible for any direct or indirect costs or expenses resulting from the change in use of name and any resulting notification or approval requirements.

13.15 **Preparation of Agreement.** Both Seller and Buyer and their respective counsel participated in the preparation of this Agreement. In the event of any ambiguity in this Agreement, no presumption shall arise based on the identity of the draftsman of this Agreement.

13.16 **Appendices, Exhibits and Schedules.** All of the Appendices, Exhibits and Schedules referred to in this Agreement are hereby incorporated into this Agreement by reference and constitute a part of this Agreement. Each Party to this Agreement and its counsel has received a complete set of Appendices, Exhibits and Schedules prior to and as of the execution of this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

SELLER:

Linn Energy Holdings, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

Linn Operating, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

BUYER:

Scout Energy Group IV, LP

By Scout Energy Group IV GP, LLC,
its general partner

By: /s/ Jon Piot
Name: Jon Piot
Title: Managing Director

Exhibit 2.12

AMENDMENT TO
PURCHASE AND SALE AGREEMENT

This Amendment to Purchase and Sale Agreement (this "***Amendment***") is made as of January 11, 2018, by and among Linn Energy Holdings, LLC, a Delaware limited liability company and Linn Operating, LLC, a Delaware limited liability company (collectively, "***Seller***") and Scout Energy Group IV, LP a Texas limited partnership ("***Buyer***"). Seller and Buyer are sometimes hereinafter referred to individually as a "***Party***" and collectively as the "***Parties***." Capitalized terms used but not defined in this Amendment shall have the meanings given to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, Seller and Buyer are parties to that certain Purchase and Sale Agreement dated as of December 18, 2017 (the "***Purchase Agreement***"); and

WHEREAS, the Parties desire to amend the Purchase Agreement and to memorialize certain mutual agreements relating to certain transactions contemplated by the Purchase Agreement, as more specifically set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, representations, warranties, covenants, conditions and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment of Schedule 2.07(b). Schedule 2.07(b) to the Purchase Agreement is hereby deleted in its entirety and replaced with the Schedule 2.07(b) attached hereto as Annex 1.

2. Compliance with Purchase Agreement. The Parties acknowledge that this Amendment complies with the requirements to alter or amend the Purchase Agreement, as stated in Section 13.07 of the Purchase Agreement. The Purchase Agreement, as amended herein, is ratified and confirmed, and all other terms and conditions of the Purchase Agreement not modified by this the Amendment shall remain in full force and effect. All references to the Purchase Agreement shall be considered to be references to the Purchase Agreement as modified by this Amendment.

3. Incorporation. The Parties acknowledge that this Amendment shall be governed by the terms of Article XIII of the Purchase Agreement and such provisions shall be incorporated herein, *mutatis mutandis*.

4. Counterparts. This Amendment may be executed and delivered (including by facsimile or e-mail transmission) in one or more counterparts, each of which shall be
deemed to be an original copy of this Amendment and all of which, when taken together, shall be deemed to constitute one and the same agreement.

[*Signature pages follow*.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the date first written above.

SELLER:

Linn Energy Holdings, LLC

By: /s/ Carlos A. De Ayala
Name: Carlos A. De Ayala
Title: Vice President, Business Development and Strategy Planning

Linn Operating, LLC

By: /s/ Carlos A. De Ayala
Name: Carlos A. De Ayala
Title: Vice President, Business Development and Strategy Planning

BUYER:

Scout Energy Group IV, LP

By Scout Energy Group IV GP, LLC,
its general partner

By: /s/ Jon Piot
Name: Jon Piot
Title: Managing Director

Exhibit 2.13
Execution Version

PURCHASE AND SALE AGREEMENT
DATED JANUARY 15, 2018,
BY AND BETWEEN
LINN ENERGY HOLDINGS, LLC AND LINN OPERATING, LLC
AS SELLER,
AND
WASATCH ENERGY LLC
AS BUYER

TABLE OF CONTENTS

EXHIBITS AND SCHEDULES

Exhibit A	Leases
Exhibit A-1	Fee Minerals
Exhibit A-2	Easements and Surface Interests
Exhibit A-3	Field Offices and Other Real Property
Exhibit A-4	Pipeline and Gathering Systems
Exhibit A-5	Surface Deeds
Exhibit A-6	Vehicles
Exhibit A-7	License Agreements
Exhibit B	Wells
Exhibit C	Personal Property
Exhibit D	Form of Assignment and Bill of Sale
Exhibit E	Excluded Assets
Exhibit F	Severance Plan
Exhibit G	Form of Deed
Exhibit H	Form of Certificate
Exhibit I	Available Employee
Exhibit J	Target Formations
Exhibit K	Form of Transition Services Agreement

Schedule 2.07(a)	Allocation of Purchase Price (Wells)
Schedule 2.07(b)	Allocation of Purchase Price (Sections)
Schedule 3.02(b)	No Conflict
Schedule 3.04	Taxes
Schedule 3.05	Assumed Litigation and Retained Litigation
Schedule 3.07	Compliance with Legal Requirements
Schedule 3.09	Imbalances
Schedule 3.10	Material Contracts
Schedule 3.11	Consents and Preferential Purchase Rights
Schedule 3.12	Permits
Schedule 3.13	Current Commitments
Schedule 3.14	Environmental Laws
Schedule 3.15	Wells
Schedule 3.16(a)	Seller Benefit Plans
Schedule 3.17	Royalties
Schedule 3.18	Non-Consent Operations
Schedule 3.20	Drilling Obligations
Schedule 3.21	Labor Matters
Schedule 3.22	Guarantees
Schedule 5.02	Certain Authorized Pre-Closing Actions
Schedule 6.03(a)	Insurance

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of January 15, 2018 (the "Execution Date"), by and between Linn Energy Holdings, LLC, a Delaware limited liability company ("LEH"), and Linn Operating, LLC, a Delaware limited liability company ("LO" and together with LEH the "Seller"), and Wasatch Energy LLC, a Delaware limited liability company, ("Buyer"). Seller and Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITAL

Seller desires to sell, and Buyer desires to purchase, all of Seller's right, title and interest in and to certain oil and gas properties and related assets and contracts, effective as of the Effective Time, for the consideration and on the terms set forth in this Agreement.

AGREEMENT

For and in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, in addition to other capitalized terms defined in this Agreement, the following terms have the meanings specified or referred to in this Article 1 when capitalized:

"AAA" – the American Arbitration Association.

"Accounting Expert" – as defined in Section 2.05(d).

"AFEs" – as defined in Section 3.13.

"Affiliate" – with respect to a Party, any Person directly or indirectly controlled by, controlling, or under common control with, such Party, including any subsidiary of such Party and any "affiliate" of such Party within the meaning of Reg. §240.12b-2 of the Securities Exchange Act of 1934, as amended; *provided*, that, in the case of Buyer, the term "Affiliate" shall not mean Silverpeak or its investment funds (or investment funds managed by it), other portfolio companies, or other partners (collectively, the "Silverpeak Group"). As used in this definition, "control" means possession, directly or indirectly, of the power to direct or cause the direction of management, policies, or action through ownership of voting securities, contract, voting trust, or membership in management or in the group appointing or electing management or otherwise through formal or informal arrangements or business relationships. The terms "controlled by," "controlling," and other derivatives shall be construed accordingly.

"Aggregate Defect Deductible" – an amount equal to three percent (3%) of the unadjusted Purchase Price.

"Aggregate Environmental Defect Value" – as defined in Section 11.12.

"Aggregate Title Defect Value" – as defined in Section 11.07.

"Allocated Values" – the values assigned among the Assets as set forth on Schedule 2.07(a) and Section 2.07(b).

"Applicable Contracts" – all Contracts to which Seller is a party or is bound that primarily relate to any of the Assets and (in each case) that will be binding on Buyer after the Closing, including: communitization agreements; net profits agreements; production payment agreements; area of mutual interest agreements; joint venture agreements; confidentiality agreements; farmin and farmout agreements; bottom hole agreements; crude oil, condensate, and natural gas purchase and sale, gathering, transportation, and marketing agreements; hydrocarbon storage agreements; acreage contribution agreements; operating agreements; balancing agreements; pooling declarations or agreements; unitization agreements; processing agreements; saltwater disposal agreements; facilities or equipment leases; and other similar contracts and agreements, but exclusive of any master service agreements, Debt Contracts, Hedge Contracts and Contracts relating to the Excluded Assets.

"Asset Taxes" – ad valorem, property, excise, severance, production, sales, real estate, use, personal property and similar Taxes based upon the operation or ownership of the Assets, the production of Hydrocarbons or the receipt of proceeds therefrom, but excluding, for the avoidance of doubt, Income Taxes.

"Assets" – all of Seller's right, title, and interest in, to, and under the following, without duplication, except to the extent constituting Excluded Assets:

(a) all oil and gas leases and subleases located in the Designated Area (including those described in Exhibit A), together with (i) any and all other right, title and interest of Seller in and to the leasehold estates created thereby subject to the terms, conditions, covenants and obligations set forth in such leases or Exhibit A (such interest in such leases, the "Leases"), (ii) all related rights and interests in the lands covered by the Leases and any lands pooled or unitized therewith (such lands, the "Lands"), (iii) all Royalties applicable to the Leases and the Lands, (iv) any amendments, extensions, acreage designations, ratifications, and/or partial releases affecting the Leases, (v) all rights, privileges, benefits and powers conferred upon the holder of the Leases and its Affiliates with respect to the use and occupation of the Lands, and (vi) all tenements, hereditaments, and appurtenances belonging to such Leases and Lands;

(b) any and all oil, gas, water, observation, injection, CO2 and disposal wells located on any of the Lands (such interest in such wells, including the wells set forth in Exhibit B, the "Wells"), and all Hydrocarbons produced therefrom or allocated thereto from and after the Effective Time;

(c) all fee mineral interests located in the Designated Area (including those relating to the Lands), including those described in Exhibit A-1 (such interest, the "Fee Minerals");

(d) all rights and interests in, under or derived from all communitization, unitization and pooling agreements, declarations and orders in effect with respect to any of the Leases or Wells and the units created thereby (the "Units") (the Leases, the Lands, the Fee Minerals, the Units and the Wells being collectively referred to hereinafter as the "Properties" or individually as a "Property");

(e) to the extent that they may be assigned, transferred or re-issued by Seller (with consent, if applicable, but without the payment of any fee, unless Buyer agrees in writing to pay such fee; *provided* Seller shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Buyer), all permits, licenses, allowances, water rights, registrations, consents, orders, approvals, variances, authorizations, servitudes, easements, rights-of-way, surface leases, other surface interests and surface rights to the extent appurtenant to or used primarily or primarily held for use in connection with the ownership, operation, production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from the Properties or any of the Assets, including those described on Exhibit A-2;

(f) all equipment, machinery, fixtures, tools, inventory, improvements and other personal, movable and mixed property located on any of the Properties or other Assets that is used primarily or primarily held for use in connection therewith, including those items listed in Exhibit C, and including well equipment, casing, tubing, pumps, motors, machinery, platforms, rods, tanks, boilers, fixtures, compression equipment, flowlines, pipelines, gathering systems associated with the Wells, manifolds, processing and separation facilities, pads, structures, materials, and other items primarily used or held for use in the operation thereof (collectively, the "Personal Property");

(g) the real property described on Exhibit A-3 and any other owned real property located in the Designated Area, and any Personal Property located thereon;

(h) all pipelines and gathering systems described on Exhibit A-4;

(i) all surface deeds covering fee surface interests located in the Designated Area, including those described on Exhibit A-5;

(j) the vehicles described on Exhibit A-6 subject to Seller's right to remove any vehicles from Exhibit A-6 assigned to Available Employees who are not made an offer of employment by Buyer in accordance with Section 12.03;

(k) all salt water disposal wells and evaporation pits that are located on the Lands;

(l) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* Seller shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Buyer), all Applicable Contracts (including, to the extent assignable and to only to the extent related to the Designated Area, the license agreements described on Exhibit A-7) and all rights thereunder insofar as and only to the extent relating to the Assets;

(m) all Imbalances relating to the Assets;

(n) the Suspense Funds;

(o) the Specified Receivables;

(p) originals (if available, and otherwise copies) and copies in digital form (if available) of all of the books, files, records, information and data, whether written or electronically stored, primarily relating to the Assets and maintained by Seller or its Affiliates or in Seller's or its Affiliate's possession, including: (i) land and title records (including division order files, prospect files, maps, lease records, abstracts of title, title opinions and title curative documents); (ii) Applicable Contract files; (iii) correspondence; (iv) operations, environmental, production, Asset Tax and accounting records; (v) facility and well records; and (vi) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee;), geological and seismic data (collectively, "Records");

(q) all Hydrocarbons in storage or existing in stock tanks, pipelines or plants (including inventory);

(r) all radio equipment, SCADA and measurement technology, and other production related mobility devices (such as SCADA controllers), well communication devices, and any other information technology systems and licenses associated with the foregoing, in each case only to the extent such assets and licenses are (i) used or held for use solely in connection with the operation of the Properties, (ii) assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* that Seller shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Buyer), and (iii) located on the Property (the "Production Related IT Equipment")

(s) all (i) trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables and general intangibles, attributable to the Assets with respect to periods of time from and after the Effective Time; and (ii) liens and security interests in favor of Seller or its Affiliates, whether choate or inchoate, under any Legal Requirement or Contract to the extent arising from, or relating to, the ownership, operation, or sale or other disposition on or after the Effective Time of any of the Assets or to the extent arising in favor of Seller or its Affiliates as to the operator or non-operator of any Asset;

(t) all rights of Seller and its Affiliates to audit the records of any Person and to receive refunds or payments of any nature, and all amounts of money relating thereto, only to the extent related to the obligations assumed by Buyer pursuant to this Agreement or with respect to which Buyer has an obligation to indemnify Seller; and

(u) all transferrable rights, claims, and causes of action (including warranty and similar claims, indemnity claims, and defenses) of Seller or any of its Affiliates whether arising before, on, or after the Effective Time, only to the extent such rights, claims, and causes of action relate solely to any of the Assumed Liabilities.

To the extent that any of the foregoing are used or relate to both the Assets and certain of the Excluded Assets, such as, by way of example but not limitation, ingress and egress rights and road and pipeline easements, such assets or rights shall be jointly owned by Seller, as part of the Excluded Assets, and by Buyer, as part of the Assets.

"Assignment" – the Assignment and Bill of Sale from Seller to Buyer, pertaining to the Assets, substantially in the form attached to this Agreement as Exhibit D.

"Assumed Liabilities" – as defined in Section 2.06.

"Assumed Litigation" – the litigation set forth in Schedule 3.05 Part A.

"Available Employee"– certain employees of Seller or its Affiliates identified in the Employee Letter to whom Buyer may, but shall not be obligated to, make an offer of employment; *provided*, *however*, (a) Seller shall not identify employees in the Available Employee Letter who do not perform services on site and that are not primarily related to the Assets and (b) any employee of Seller or its Affiliates that is identified in the Available Employee Letter whose employment with Seller or its Affiliates is terminated prior to the Closing shall cease to be an "Available Employee" immediately as of such termination.

"Bankruptcy Cases" – the bankruptcy cases commenced by the filing by Seller (or its applicable predecessor or Affiliate) for voluntary petitions for relief under chapter 11 of title 11 of the United States Code in the Bankruptcy Court that were jointly administered under Case No. 16-60040.

"Bankruptcy Court" – the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

"Breach" – a "Breach" of a representation, warranty, covenant, obligation, or other provision of this Agreement or any certificate delivered pursuant to Section 2.04(a)(iii) or Section 2.04(b)(iii) of this Agreement shall be deemed to have occurred if there is or has been any inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation, or other provision.

"Business Day" – any day other than a Saturday, Sunday, or any other day on which commercial banks in the State of Texas are authorized or required by law or executive order to close.

"Buyer" – as defined in the preamble to this Agreement.

"Buyer Group" – Buyer and its Affiliates, and their respective Representatives, which will be deemed to include the Silverpeak Group.

"Buyer Savings Plan" – as defined in Section 12.04.

"Buyer's Closing Documents" – as defined in Section 4.02(a).

"Casualty Loss" – as defined in Section 11.14.

"Closing" – the closing of the Contemplated Transactions.

"Closing Date" – as defined in Section 2.03.

"COBRA" – as defined in Section 12.06.

"Code" – the Internal Revenue Code of 1986 or any successor statute, in each case, as amended.

"Complete Remediation" – with respect to an Environmental Defect, a remediation or cure of such Environmental Defect which is substantially completed in accordance with the Lowest Cost Response.

"Confidentiality Agreement" – that certain confidentiality agreement dated as of March 30, 2017 by and between Silverpeak Strategic Partners LP and Linn Energy Holdings, LLC and that certain confidentiality agreement dated as of September 26, 2017 by and between WestRock Energy, LLC and Linn Energy Holdings, LLC.

"Consent" – any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization) from any Person that is required to be obtained in connection with the execution or delivery of this Agreement or the consummation of the Contemplated Transactions.

"Contemplated Transactions" – all of the transactions contemplated by this Agreement, including:

(a) the sale of the Assets by Seller to Buyer;

(b) the performance by the Parties of their respective covenants and obligations under this Agreement; and

(c) Buyer's acquisition, ownership, and exercise of control over the Assets.

"Continuing Employees" – as defined in Section 12.03(e).

"Contract" – any written or oral contract, agreement or any other legally binding arrangement, but excluding, however, any Lease, easement, right-of-way, permit or other instrument creating or evidencing an interest in the Assets or any real or immovable property related to or used in connection with the operations of any Assets.

"Cure" – as defined in Section 11.06(a)(i).

"Damages" – any and all claims, demands, payments, charges, judgments, assessments, losses, liabilities, Taxes, damages, penalties, fines, expenses, costs, fees, settlements, and deficiencies, including any reasonable attorneys' fees, legal, and other costs and expenses suffered or incurred therewith.

"De Minimis Environmental Defect Cost" – One Hundred Thousand Dollars ($100,000).

"De Minimis Title Defect Cost" – (a) with respect to each Lease, One Hundred Thousand Dollars ($100,000) or (b) with respect to a Well, Fifty Thousand Dollars ($50,000).

"Debt Contract" – any indenture, mortgage, loan, credit or similar agreement entered into by Seller or its Affiliates creating indebtedness on the part of Seller or its Affiliates for borrowed money or the deferred purchase price of property acquired by, or for services rendered to, Seller or its Affiliates.

"Debt Financing" – any debt financing incurred or intended to be incurred by Buyer and its Affiliates, in each case, in regards to financing the Contemplated Transactions.

"Deed" the Deed from Seller to Buyer, pertaining to the applicable surface fee interests and fee minerals included in the Assets, substantially in the form attached to this Agreement as Exhibit G.

"Defect Notice Date" – as defined in Section 11.04.

"Defensible Title" – title of Seller with respect to the Wells, Leases and Fee Minerals that, as of the Effective Time and the Closing Date and subject to the Permitted Encumbrances, is deducible of record or title (to the extent not inconsistent with the unrecorded instruments or elections hereafter references) or evidenced by unrecorded instruments or elections, in each case, made or delivered pursuant to joint operating agreements, pooling agreements or unitization agreements and:

(a) with respect to each currently producing formation for each Well (in each case, subject to any reservations, limitations or depth restrictions described for such Well in Schedule 2.07(a)), entitles Seller to receive not less than the Net Revenue Interest set forth in Schedule 2.07(a) for such producing formation, except for (i) decreases in connection with those operations in which Seller or its successors or assigns may from and after the Execution Date and in accordance with the terms of this Agreement elect to be a non-consenting co-owner, (ii) decreases resulting from the establishment or amendment by third parties from and after the Execution Date of pools or units in accordance with this Agreement, and (iii) decreases required to allow other Working Interest owners to make up past underproduction or pipelines to make up past under deliveries to the extent set forth on Schedule 3.09;

(b) with respect to each currently producing formation for each Well (subject to any reservations, limitations or depth restrictions described for such Well in Schedule 2.07(a)) obligates Seller to bear not more than the Working Interest set forth in Schedule 2.07(a) for such producing formation, except (i) increases resulting from contribution requirements with respect to defaulting co-owners under applicable operating agreements, or (ii) increases to the extent that such increases are accompanied by a proportionate increase in Seller's Net Revenue Interest;

(c) with respect to the Leases and Fee Minerals, entitles Seller to not fewer than the Net Acres for each Section set forth on Schedule 2.07(b) for each applicable Target Formation, subject to any reservations, limitations or depth restrictions described thereon for such Section;

(d) with respect to the Leases and Fee Minerals, entitles Seller to receive not less than the Weighted Average Net Revenue Interest for each Section set forth in Schedule 2.07(b) for each Target Formation, (subject to any reservations, limitations or depth restrictions described for such Section in Schedule 2.07(b)), except for (i) decreases in connection with those operations in which Seller or its successors or assigns may from and after the Execution Date and in

accordance with the terms of this Agreement elect to be a non-consenting co-owner, (ii) decreases resulting from the establishment or amendment by third parties from and after the Execution Date of pools or units in accordance with this Agreement, and (iii) decreases required to allow other Working Interest owners to make up past underproduction or pipelines to make up past under deliveries to the extent set forth on Schedule 3.09; and

(e) is free and clear of all Encumbrances.

"Deposit Amount" – ten percent (10%) of the unadjusted Purchase Price (including any interest accrued thereon), *provided* that if Seller elects to extend the scheduled Closing Date to March 30, 2018 pursuant to Section 2.03 by depositing an additional five percent (5%) of the unadjusted Purchase Price into the Escrow Account, then such additional deposit (including any interest accrued thereon) shall be deemed to be included in the "Deposit Amount".

"Designated Area" – all areas within Duchesne and Uintah Counties in the State of Utah.

"Dispute Notice" – as defined in Section 2.05(d).

"Disputed Environmental Amount" – as defined in Section 11.11(b).

"Disputed Matter" – as defined in Section 11.15(a).

"Disputed Title Amount" – as defined in Section 11.06(b).

"DOJ" – the Antitrust Division of the U.S. Department of Justice.

"DTPA" – as defined in Section 4.11.

"Effective Time" – August 1, 2017, at 12:01 a.m. local time at the location of the Assets.

"Employee Letter" – as defined in Section 12.03.

"Employee Start Date" – the first (1st) day following the last day of the term of the Transition Services Agreement.

"Encumbrance" – any burden, encumbrance, charge, equitable interest, privilege, lien, mortgage, deed of trust, production payment, option, pledge, collateral assignment, security interest, or other arrangement substantially equivalent thereto.

"Environmental Condition" – any event occurring or condition existing on the Execution Date with respect to the Assets that causes an Asset to be subject to remediation or a corrective action under, or in violation of, an Environmental Law, other than any such event or condition to the extent caused by or relating to NORM unless constituting a violation of Environmental Laws.

"Environmental Defect" – an Environmental Condition discovered by Buyer or its Representatives as a result of any environmental diligence conducted by or on behalf of Buyer pursuant to Section 11.09 of this Agreement.

"Environmental Defect Notice" – as defined in Section 11.10.

"Environmental Defect Value" – with respect to each Environmental Defect, the amount of the Lowest Cost Response for such Environmental Defect.

"Environmental Law" – any applicable Legal Requirement in effect as of the Execution Date relating to pollution or the protection of the environment, including those Legal Requirements relating to the storage, handling, and use of Hazardous Materials and those Legal Requirements relating to the generation, processing, treatment, storage, transportation, disposal or other management thereof. The term "Environmental Law" does not include (a) good or desirable operating practices or standards that may be voluntarily employed or adopted by other oil and gas well operators or recommended, but not required, by a Governmental Body or (b) the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 *et seq.*, as amended, or any other Legal Requirement governing worker safety or workplace conditions.

"Environmental Liabilities" – all costs, Damages, expenses, liabilities, obligations, and other responsibilities arising from or under either Environmental Laws or Third Party claims relating to the environment or, to the extent constituting a violation of Environmental Laws, the release of Hazardous Materials, and which relate to the Assets or the ownership or operation of the same.

"ERISA" – the Employee Retirement Security Act of 1974, as amended.

"ERISA Affiliate" – with respect to any entity, any other entity, trade or business that is a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes such first entity, or that is a member of the same "controlled group" as such first entity pursuant to Section 4001(a)(14) of ERISA.

"Escrow Account" – as defined in Section 2.02.

"Escrow Agent" – Citibank, National Association.

"Excluded Assets" – with respect to Seller, (a) all of Seller's corporate minute books, financial records and other business records that relate to Seller's business generally (including the ownership and operation of the Assets; (b) except to the extent related to any Assumed Liabilities, all trade credits, all accounts, all receivables of Seller and all other proceeds, income or revenues of Seller attributable to the Assets and attributable to any period of time prior to the Effective Time (other than the Suspense Funds and Specified Receivables); (c) except to the extent related to any Assumed Liabilities all claims and causes of action of Seller or its Affiliates that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds); (d) except to the extent related to any Assumed Liabilities subject to Section 11.14, all rights and interests of Seller (i) under any policy or agreement of insurance or indemnity thereunder, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property; (e) except to the extent of an upward adjustment to the Purchase Price, Seller's rights with respect to all Hydrocarbons produced and sold from the Assets with respect to all periods prior to the Effective Time; (f) all claims of Seller or any of its Affiliates for refunds of, or loss carry forwards or credits with respect to (i) Asset Taxes attributable to any period (or portion thereof) prior to the Effective Time, (ii) Income Taxes paid by Seller or its Affiliates, or (iii) any Taxes attributable to the

Excluded Assets; (g) all information technology assets, other than the Production Related IT Equipment, including all desktop computers, laptop computers, servers, networking equipment and any associated peripherals and other computer hardware, or computer software and telephone equipment; (h) except to the extent related to any Assumed Liabilities, all rights, benefits and releases of Seller or its Affiliates under or with respect to any Contract that are attributable to periods of time prior to Closing; (i) all of Seller's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (j) all documents and instruments of Seller that may be protected by an attorney-client privilege or any attorney work product doctrine (except title opinions); (k) all data that cannot be disclosed to Buyer as a result of confidentiality arrangements with Third Parties under existing written licensing agreements; provided Seller shall use commercially reasonably efforts to cause the transfer of all such rights and interests to Buyer; (l) all audit rights or obligations of Seller for which Seller bears responsibility arising under any of the Applicable Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets, except for any Imbalances assumed by Buyer; (m) Seller's interpretations of any geophysical or other seismic and related technical data and information relating to the Assets; (n) documents prepared or received by Seller or its Affiliates with respect to (i) lists of prospective purchasers for such transactions compiled by Seller, (ii) bids submitted by other prospective purchasers of the Assets, (iii) analyses by Seller or its Affiliates of any bids submitted by any prospective purchaser, (iv) correspondence between or among Seller, its Representatives, and any prospective purchaser other than Buyer, and (v) correspondence between Seller or any of its Representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated by this Agreement; (o) any offices, office leases and any personal property located in or on such offices or office leases specifically listed on Exhibit E; (p) any fee simple surface estate to the extent specifically listed on Exhibit E; (q) any fee mineral interests that are not Fee Minerals, and any right to production revenues associated therewith; (r) a copy of all Records; (s) any Contracts that constitute master services agreements or similar contracts; (t) any Hedge Contracts; (u) any Debt Contracts; (v) any of Seller's assets other than the Assets; (w) any leases, rights and other assets specifically listed in Exhibit E; and (x) rights to receive refunds from any Government Body.

"Excluded Lands" – as defined in Exhibit E.

"Excluded Leases" – as defined in Exhibit E.

"Excluded Properties" as defined in Exhibit E.

"Excluded Wells" – as defined in Exhibit E.

"Execution Date" – as defined in the preamble to this Agreement.

"Expert" – as defined in Section 11.15(b).

"Expert Decision" – as defined in Section 11.15(d).

"Expert Proceeding Notice" – as defined in Section 11.15(a).

"Fee Minerals" – as set forth in the definition of "Assets."

"Financing Sources" – any potential or actual lenders and investors for the financing related to the Contemplated Transactions, together with their Affiliates and their respective Representatives.

"Final Amount" – as defined in Section 2.05(d).

"Final Settlement Date" – as defined in Section 2.05(d).

"Final Settlement Statement" – as defined in Section 2.05(d).

"FTC" – the Federal Trade Commission.

"Fundamental Representations" – those representations set forth in Sections 3.01, 3.02, 3.03 and 3.06.

"GAAP" – generally accepted accounting principles in the United States as interpreted as of the Execution Date.

"Governmental Authorization" – any approval, consent, license, permit, registration, variance, exemption, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

"Governmental Body" – any (a) nation, state, county, tribe, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, tribal or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multi-national organization or body; or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Group" – either Buyer Group or Seller Group, as applicable.

"Hazardous Materials" – any (a) chemical, constituent, material, pollutant, contaminant, substance, or waste that is regulated by any Governmental Body or may form the basis of liability under any Environmental Law; and (b) petroleum, Hydrocarbons, or petroleum products.

"Hedge Contract" – any Contract to which Seller or any of its Affiliates is a party with respect to any swap, forward, put, call, floor, cap, collar option, future or derivative transaction or option or similar agreement, whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

"HSR Act" – the Hart-Scott-Rodino-Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Hydrocarbons" – oil and gas and other hydrocarbons (including condensate) produced or processed in association therewith (whether or not such item is in liquid or gaseous form), or any combination thereof, and any minerals produced in association therewith.

"Imbalances" – over-production or under-production or over-deliveries or under-deliveries with respect to Hydrocarbons produced from or allocated to the Assets, regardless of whether such over-production or under-production or over-deliveries or under-deliveries arise at the wellhead, pipeline, gathering system, transportation system, processing plant, or other location, including any imbalances under gas balancing or similar agreements, imbalances under production handling agreements, imbalances under processing agreements, imbalances under the Leases, and imbalances under gathering or transportation agreements.

"Income Taxes" – income or franchise Taxes based upon, measured by, or calculated with respect to gross or net income, profits, capital, or similar measures (or multiple bases, including corporate, franchise, business and occupation, business license, or similar Taxes, if gross or net income, profits, capital, or a similar measure is one of the bases on which such Tax is based, measured, or calculated), but excluding ad valorem, property, excise, severance, production, sales, use, real or personal property transfer or other similar Taxes.

"Individual Claim Threshold" – as defined in Section 10.05.

"Instruments of Conveyance" – the Assignment and Deed. **Except for the special warranty of Defensible Title by, through and under Seller contained therein, the foregoing Instruments of Conveyance shall be without warranty of title, whether express, implied, statutory, or otherwise, it being understood that Buyer shall have the right to conduct pre-Closing title due diligence as described below in Article 11, and that, other than such special warranty of Defensible Title, the rights and remedies set forth in Article 9 and Article 11, as applicable, shall be Buyer's sole rights and remedies with respect to title.**

"Knowledge" – an individual will be deemed to have "Knowledge" of a particular fact or other matter if such individual is actually aware of such fact or other matter, without any duty of inquiry. A Seller Party will be deemed to have "Knowledge" of a particular fact or other matter if any of the following individuals has Knowledge of such fact or other matter: Mark E. Ellis, President and Chief Executive Officer, Arden L. Walker, Jr., Executive Vice President and Chief Operating Officer, David B. Rottino, Executive Vice President and Chief Operating Officer, Thomas E. Emmons, Senior Vice President, Corporate Services Jamin McNeil, Senior Vice President, Operations; and Candice Wells, Senior Vice President, General Counsel and Corporate Secretary. Buyer will be deemed to have "Knowledge" of a particular fact or other matter if any of the following individuals has Knowledge of such fact or other matter: Kaushik Amin, Executive Chairman, Alex Lesin, Harsh Rameshwar.

"Lands" – as set forth in the definition of "Assets."

"Leases" – as set forth in the definition of "Assets."

"Legal Requirement" – any federal, state, local, municipal, foreign, international, or multinational law, Order, constitution, ordinance, or rule, including rules of common law, regulation, statute, treaty, or other legally enforceable directive or requirement.

"Lowest Cost Response" – the response required or allowed under Environmental Laws in effect on the Execution Date that addresses and resolves (for current and future use in the same manner as currently used) the identified Environmental Condition in the most cost-effective manner (considered as a whole and allowing for the continued sale and prudent operation of the Assets) as compared to any other response that is required or allowed under Environmental Laws. The Lowest Cost Response shall include taking no action, leaving the condition unaddressed, periodic monitoring or the recording of notices in lieu of remediation, if such responses are allowed under Environmental Laws. The Lowest Cost Response shall not include any costs or expenses relating to the assessment, remediation, removal, abatement, transportation and disposal of any asbestos, asbestos containing materials or NORM unless such remediation or removal is required to correct a violation of Environmental Law.

"Material Contracts" – as defined in Section 3.10.

"Net Acre" **–** as computed separately with respect to each Section identified on Schedule 2.07(b) and (a) each Lease: (i) the gross number of mineral acres covered by such Lease within the Section, *multiplied* by (ii) the undivided fee simple mineral interest (expressed as a percentage) covered or burdened by such Lease within the Section (as determined by aggregating the fee simple mineral interests owned by each lessor of each applicable Lease within the Section), *multiplied* by (iii) Seller's undivided percentage interest that is burdened with the obligation to bear and pay costs and expenses in such Lease within the Section, in each case limited to the applicable Target Formation as set forth in Schedule 2.07(a), or (b) Fee Mineral: (i) the number of gross acres of land covered or burdened by such Fee Mineral within the Section, *multiplied* by (ii) Seller's undivided mineral fee simple interest in such Fee Mineral within the Section, in each case limited to the applicable Target Formation set forth in Schedule 2.07(a); *provided that* the the total Net Acres in a Section shall be the aggregate Net Acres for each Lease and Fee Mineral for the Target Formations within such Section.

"Net Revenue Interest" –with respect to a Lease, Fee Mineral (as calculated separately for each Section) or Well, the interest in and to all Hydrocarbons produced, saved and sold from or allocated to such Lease, Fee Mineral or Well (in each case limited to the applicable Target Formation for such Lease or Fee Mineral or the currently producing formation for such Well) after satisfaction of all Royalties, if applicable.

"Non-Operated Assets" – Assets operated by any Person other than Seller or its Affiliates.

"NORM" – naturally occurring radioactive material.

"Order" – any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

"Organizational Documents" – (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the articles of organization and resolutions of a limited liability company; (c) the certificate of limited partnership and limited partnership agreement of a limited partnership; and (d) any amendment to any of the foregoing.

"Outside Date" – as defined in Section 9.01(d).

"Party" or "Parties" – as defined in the preamble to this Agreement.

"Permits" – all environmental and other governmental (whether federal, state, local or tribal) certificates, consents, permits (including conditional use permits), licenses, orders, authorizations, franchises and related instruments or rights solely relating to the ownership, operation or use of the Assets.

"Permitted Encumbrance" – any of the following, if the net cumulative effect does not (i) materially interfere with the operation or use of any of the Assets (as currently operated and used), (ii) operate to reduce the Net Revenue Interest of Seller with respect to any Well or Weighted Acreage Net Revenue Interest with respect to any Section to an amount less than the Net Revenue Interest set forth in Schedule 2.07(a) for such Well or Weighted Acreage Net Revenue Interest set forth in Schedule 2.07(b) for such Section, (iii) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Schedule 2.07(a) for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Schedule 2.07(a), in the same or greater proportion as any increase in such Working Interest), or (iv) operate to reduce the Net Acres of Seller with respect to any Section identified on Schedule 2.07(b) to an amount fewer than the Net Acres set forth for such Section on Schedule 2.07(b), as applicable:

(a) the terms and conditions of all Leases and Contracts, *provided*, *however*, that any drilling obligations included in Leases will be considered Permitted Encumbrances so long as Seller is not in breach of such obligations;

(b) any Preferential Purchase Rights, Consents and similar agreements with respect to the Contemplated Transactions;

(c) excepting circumstances where such rights have already been triggered prior to the Effective Time, rights of reassignment arising upon final intention to abandon or release the Assets;

(d) liens for Taxes not yet due or delinquent or, if delinquent, that are being contested in good faith by appropriate proceedings by or on behalf of Seller;

(e) all rights to consent by, required notices to, filings with, or other actions by Governmental Bodies in connection with the conveyance hereunder of the Leases, if the same are customarily sought and received after the Closing;

(f) Encumbrances or defects that Buyer has waived or is deemed to have waived pursuant to the terms of this Agreement or Title Defects that were not asserted by Buyer prior to the Defect Notice Date;

(g) all Legal Requirements and all rights reserved to or vested in any Governmental Body (i) to control or regulate any Asset in any manner; (ii) by the terms of any right, power, franchise, grant, license or permit, or by any provision of law, to terminate such right, power, franchise, grant, license or permit or to purchase, condemn, expropriate or recapture or to designate a purchaser of any of the Assets; (iii) to use such property in a manner which does not materially impair the use of such property for the purposes for which it is currently owned and operated; or (iv) to enforce any obligations or duties affecting the Assets to any Governmental Body with respect to any right, power, franchise, grant, license or permit;

(h) rights of a common owner of any interest currently held by Seller and such common owner as tenants in common or through common ownership;

(i) easements, conditions, covenants, restrictions, servitudes, permits, rights-of-way, surface leases, and other rights in the Assets for the purpose of operations, facilities, roads, alleys, highways, railways, pipelines, transmission lines, transportation lines, distribution lines, power lines, telephone lines, removal of timber, grazing, logging operations, canals, ditches, reservoirs and other like purposes, or for the joint or common use of real estate, rights-of-way, facilities and equipment;

(j) vendors, carriers, warehousemen's, repairmen's, mechanics', workmen's, materialmen's, construction or other like liens arising by operation of law in the ordinary course of business or incident to the construction or improvement of any property in respect of obligations which are not yet due or which are being contested in good faith by appropriate proceedings by or on behalf of Seller;

(k) Encumbrances created under Leases or any joint operating agreements applicable to the Assets or by operation of law in respect of obligations that are not yet due or that are being contested in good faith by appropriate proceedings by or on behalf of Seller;

(l) with respect to any interest in the Assets acquired through compulsory pooling, failure of the records of any Governmental Body to reflect Seller as the owner of any Assets;

(m) any Encumbrance affecting the Assets that is discharged by Seller or waived (or deemed to be waived) by Buyer pursuant to the terms of this Agreement at or prior to Closing;

(n) the Assumed Litigation, the Retained Litigation and any Potential Discharged Claims;

(o) lessor's royalties, overriding royalties, production payments, net profits interests, reversionary interests, and similar burdens;

(p) defects or irregularities of title (i) as to which the relevant statute(s) of limitations or prescription would bar any attack or claim against Seller's title; (ii) to the extent solely arising out of lack of evidence of, or other defects with respect to, authorization, execution, delivery, acknowledgment, or approval of any instrument in Seller's chain of title absent reasonable evidence of an actual claim of superior title from a Third Party attributable to such matter; (iii) to the extent solely consisting of the failure to recite marital status or omissions of heirship proceedings in documents; (iv) resulting from lack of survey, unless a survey is expressly required by applicable Legal Requirements; (v) resulting from failure to record releases of liens, production payments, or mortgages that have expired by their own terms or the enforcement of which are barred by the applicable statute(s) of limitations or prescription; (vi) to the extent solely arising out of lack of entity authorization unless Buyer provides affirmative evidence that such entity action was not authorized and results in another Person's actual and superior claim of title;

(vii) to the extent solely resulting from or related to probate proceedings or the lack thereof that have been outstanding for five (5) years or more; (viii) resulting from unreleased instruments (including leases covering Hydrocarbons), absent specific evidence that such instruments continue in force and effect and constitute a superior claim of title with respect to the Wells or Lease; (ix) based on a gap in Seller's chain of title to any Well or Lease (A) so long as such gap does not provide a Third Party with a superior claim or (B) unless Buyer affirmatively shows such gap to exist in such records by an abstract of title, title opinion or landman's title chain; (x) consisting of the lack of a lease amendment or consent authorizing pooling or unitization, or (xi) that have been cured by prescription or limitations;

(q) Imbalances;

(r) plugging and surface restoration obligations, but only to the extent such obligations do not interfere in any material respect with the use or operation of any Assets (as currently used or operated);

(s) calls on Hydrocarbon production under existing Contracts;

(t) any matters referenced or set forth on Exhibit A or Exhibit B or included in the Excluded Assets, including the Excluded Properties; and

(u) mortgages on the lessor's interest under a Lease, whether or not subordinate to such Lease, that have expired on their own terms or the enforcement of which are barred by applicable statute(s) of limitations or prescription.

"Person" – any individual, firm, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

"Personal Property" – as set forth in the definition of "Assets."

"Phase I Environmental Site Assessment" – a Phase I environmental property assessment of the Assets that satisfies the basic assessment requirements set forth under the current ASTM International Standard Practice for Environmental Site Assessments (Designation E1527-13) or any other visual site assessment or review of records, reports or documents.

"Plan of Reorganization" – the Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and Its Debtor Affiliates Other than LINN Acquisition Company, LLC and Berry Petroleum Company, LLC, as confirmed in the Bankruptcy Cases by the Order Confirming (i) Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and its Debtor Affiliates other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC and (ii) Amended Joint Chapter 11 Plan of Reorganization of Linn Acquisition Company, LLC and Berry Petroleum Company, LLC [Docket No. 1629].

"Post-Closing Date" – as defined in Section 2.05(d).

"Potential Discharged Claims" – all Claims (as defined in 11 U.S.C. § 101(5)) that (a) were discharged in the Bankruptcy Cases and were treated in accordance with the Plan of Reorganization, or (b) would have been discharged in the Bankruptcy Cases and treated in accordance with the Plan of Reorganization in the event the holder of such Claim had received proper notice of (i) the pendency of the Bankruptcy Cases, (ii) the opportunity to timely file a Claim therein, and (iii) the opportunity to timely object to the Plan of Reorganization.

"Preferential Purchase Right" – any right or agreement that enables any Person to purchase or acquire any Asset or any interest therein or portion thereof as a result of or in connection with the execution or delivery of this Agreement or the consummation of the Contemplated Transactions.

"Preliminary Amount" – the Purchase Price, adjusted as provided in Section 2.05(b), based upon the best information available at the time of the Closing.

"Preliminary Settlement Statement" – as defined in Section 2.03.

"Proceeding" – any proceeding, action, arbitration, audit, hearing, investigation, request for information, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Production Related IT Equipment" – as set forth in the definition of "Assets."

"Property" or "Properties" – as set forth in the definition of "Assets."

"Property Costs" – all operating expenses (including utilities, payroll of field employees, costs of insurance, rentals, overhead costs, and title examination and curative actions incurred in the ordinary course of business and not in response to a Title Defect or claim under the special warranty of Defensible Title in the Instruments of Conveyance asserted by Buyer) and capital expenditures (including rentals, options and other lease maintenance payments, broker fees and other property acquisition costs and costs of acquiring equipment), respectively, incurred in the ordinary course of business attributable to the use, operation, and ownership of the Assets, but excluding Damages attributable to (a) personal injury or death, property damage, torts, breach of contract, or violation of any Legal Requirement, (b) obligations relating to the abandonment or plugging of Wells, dismantling or decommissioning facilities, closing pits and restoring the surface around such Wells, facilities and pits prior to the Effective Time, (c) Retained Liabilities, (d) curing Title Defects, Environmental Defects or Breaches of this Agreement by Seller, (e) Environmental Liabilities, (f) obligations with respect to Imbalances, (g) obligations to pay Royalties or other interest owners revenues or proceeds relating to the Assets but held in suspense, including Suspense Funds, (h) Taxes; and (i) claims for indemnification or reimbursement from any Third Party with respect to costs of the types described in the preceding clauses (a) through (h), whether such claims are made pursuant to contract or otherwise. Notwithstanding anything to the contrary in this Agreement, Property Costs shall not include any Taxes, the liability for which is provided for elsewhere in this Agreement.

"Purchase Price" – as defined in Section 2.02.

"Qualifying Termination" – as defined in the Severance Plan.

"Records" – as set forth in the definition of "Assets."

"Representative" – with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Required Consent" – any Consent with respect to which (a) there is a provision within the applicable instrument that such Consent may be withheld in the sole and absolute discretion of the holder, or (b) there is provision within the applicable instrument expressly stating that an assignment in violation thereof (i) is void or voidable, (ii) triggers the payment of specified liquidated damages, or (iii) causes termination of the applicable Assets to be assigned. For the avoidance of doubt, "Required Consent" does not include any Consent, which, by its terms, cannot be unreasonably withheld.

"Retained Assets" – any rights, titles, interests, assets, and properties that are originally included in the Assets under the terms of this Agreement, but that are subsequently excluded from the Assets or sale under this Agreement pursuant to the terms of this Agreement at any time before or after the Closing.

"Retained Liabilities" – Damages, liabilities and obligations arising out of or attributable to (a) the disposal or transportation prior to Closing of any Hazardous Materials generated or used by Seller and taken from the Assets to any location that is not an Asset; (b) personal injury (including death) claims attributable to Seller's or its Affiliate's operation of the Assets prior to the Closing Date; (c) failure to properly and timely pay, in accordance with the terms of any Lease, Contract or applicable Legal Requirement, all Royalties and any other Working Interest amounts (in each case) with respect to the Assets that are due by Seller or any of its Affiliates and attributable to Seller's ownership of the Assets prior to the Effective Time; (d) the Retained Litigation; (e) the Potential Discharged Claims (or any failure of Seller to take any action, or pursue or enforce any right, remedy or cause of action, to cause the discharge of or prevent the enforcement or collection of any Potential Discharged Claim); (f) any claim made by an employee of Seller or any Affiliate of Seller directly relating to such employment or with respect to any Seller Benefit Plan; (g) any and all Seller Taxes; (h) any Seller Benefit Plan or other employee benefit plan or arrangement sponsored or contributed to by Seller or any of its ERISA Affiliates; (i) any civil or administrative fines or penalties and criminal sanctions imposed on Seller or its Affiliates in connection with any pre-Closing violation of, or failure to comply with, Legal Requirements, including Environmental Laws; (j) any Contracts between Seller and its Affiliates to the extent relating to or binding the Assets that are terminated prior to Closing and (k) except to the extent the Purchase Price is reduced pursuant to this Agreement, any Property Costs attributable to Seller's or its Affiliates' ownership or operation of the Assets prior to the Effective Time.

"Retained Litigation" – the litigation set forth in Schedule 3.05 Part B.

"Royalties" – royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests, back-in interests and other burdens upon, measured by or payable out of production.

"Scheduled Closing Date" as defined in Section 2.03

"Seller" – as defined in the preamble to this Agreement.

"Seller Benefit Plans" – as defined in Section 3.16(a).

"Seller Closing Documents" – as defined in Section 3.02(a).

"Seller Group" – Seller and its Affiliates, and their respective Representatives.

"Seller Party" – each of LEH and LO, individually.

"Seller Taxes" – (a) all Income Taxes imposed by any applicable laws on any Seller Party, any of its direct or indirect owners or Affiliates, or any combined, unitary, or consolidated group of which any of the foregoing is or was a member, (b) Asset Taxes allocable to Seller pursuant to Section 13.02 (taking into account, and without duplication of, such Asset Taxes effectively borne by Seller as a result of the adjustments to the Purchase Price made pursuant to Section 2.03, Section 2.05(c) or Section 2.05(d), as applicable), (c) any Taxes imposed on or with respect to the ownership or operation of the Excluded Assets or that are attributable to any asset or business of any Seller Party that is not part of the Assets, (d) any and all Taxes (other than the Taxes described in clauses (a), (b) or (c) of this definition) imposed on or with respect to the ownership or operation of the Assets or the production of Hydrocarbons or the receipt of proceeds therefrom for any Tax period (or portion thereof) ending before the Effective Time, and (e) any and all liabilities of any Seller Party in respect of any Taxes (other than Transfer Taxes, Asset Taxes or the Taxes described in clauses (a), (b) or (c) of this definition).

"Severance Plan" – the terms and conditions of that certain Severance Plan of Linn Energy, Inc., effective February 28, 2017, and attached as Exhibit F hereto.

"Silverpeak Group" – as set forth in the definition of "Affiliates."

"Specified Receivables" – accounts receivable owed to Seller as operator of any Wells to satisfy previous overpayments by Seller to Third Parties, and the right to recoup same out of proceeds of production in respect of such Wells.

"Straddle Period" – any tax period beginning before and ending after the Effective Time.

"Suspense Funds" – proceeds of production and associated penalties and interest in respect of any of the Wells that are payable to any Third Party and are being held in suspense by Seller as the operator of such Wells.

"Target Formation" – as set forth in Exhibit J.

"Tax" or "Taxes" – (a) any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, assessments, unclaimed property and escheat obligations and other governmental charges imposed by any Governmental Body, including income, profits, franchise, alternative or add-on minimum, gross receipts, environmental (including taxes under Section 59A of the Code), registration, withholding, employment, social security (or similar), disability,

occupation, ad valorem, property, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, estimated, unemployment, severance, compensation, utility, stamp, premium, windfall profits, transfer, gains, production and excise taxes, and customs duties, together with any interest, penalties, fines or additions thereto and (b) any liability in respect of any items described in clause (a) above that arises by reason of a contract, assumption, transferee or successor liability, operation of law (including by reason of participation in a consolidated, combined or unitary Tax Return) or otherwise.

"Tax Allocation" – as defined in Section 2.07.

"Tax Returns" – any and all reports, returns, declarations, claims for refund, elections, disclosures, estimates, information reports or returns or statements supplied or required to be supplied to a Governmental Body in connection with Taxes, including any schedule or attachment thereto or amendment thereof.

"Third Party" – any Person other than a Party or an Affiliate of a Party.

"Threatened" – a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made in writing to a Party or any of its officers, directors, or employees that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

"Title Benefit" – as defined in Section 11.08.

"Title Benefit Notice" – as defined in Section 11.08.

"Title Benefit Properties" – as defined in Section 11.08.

"Title Benefit Value" – as defined in Section 11.08.

"Title Defect" – any Encumbrance, defect or other matter that causes Seller not to have Defensible Title in and to the Wells, Lease or Fee Minerals, without duplication; *provided* that the following shall not be considered Title Defects:

(a) defects arising from any prior oil and gas lease taken more than fifteen (15) years prior to the Effective Time relating to the lands covered by a Lease not being surrendered of record, unless Buyer provides affirmative evidence that a Third Party is conducting operations on, or asserting ownership of, the Assets, sufficient proof of which shall include written communication by a party with record title to such prior lease asserting the validity of the lease;

(b) defects based solely upon the failure to record any federal or state Leases or any assignments of interests in such Leases in any applicable county real property records;

(c) defects arising from any change in applicable Legal Requirement after the Execution Date;

(d) defects that affect only which non-Seller Person has the right to receive royalty payments rather than the amount or the proper payment of such royalty payment; and

(e) defects based solely on assertions that Seller's files lack information (including title opinions).

"Title Defect Cure Period" – as defined in Section 11.06(a).

"Title Defect Notice" – as defined in Section 11.04.

"Title Defect Property" – as defined in Section 11.04.

"Title Defect Value" – as defined in Section 11.04.

"Transfer Tax" – all transfer, documentary, sales, use, stamp, registration and similar Taxes (but excluding Income Taxes) and fees arising out of, or in connection with, the transfer of the Assets to Buyer or the filing or recording of any assignments related to the transfer of the Assets to Buyer.

"Transition Services Agreement" a transition services agreement in a form substantially similar to Exhibit K.

"Units" – as set forth in the definition of "Assets."

"Wells" – as set forth in the definition of "Assets."

"Weighted Average Net Revenue Interest" – with respect to each Section, and calculated separately for each Target Formation: (a) the aggregate of the following (i) for each Lease or Fee Mineral fully or partially located within the Section: the Seller's Net Revenue Interest in and to each Lease or Fee Mineral for the portion of the Lease or Fee Mineral within the Section that covers the Target Formation *multiplied by* the Net Acres covered by such Lease or Fee Mineral within the Section (to the extent covering the Target Formation), divided by (b) the aggregate Net Acres within the Section covered by all Leases and Fee Minerals solely to the extent such Net Acres are within the Section and include the Target Formation.

"Willful Breach" – with respect to a Party, (a) such Party's willful or deliberate act or a willful or deliberate failure to act by such Party, which act or failure to act (i) constitutes in and of itself a material Breach of any covenant set forth in this Agreement and (ii) which was undertaken with the actual knowledge of such Party that such act or failure to act would be, or would reasonably be expected to cause, a material Breach of this Agreement or (b) the failure by such Party to consummate the transactions contemplated by this Agreement after all conditions to such Party's obligations in Article 7 or Article 8, as applicable, have been satisfied or waived in accordance with the terms of this Agreement (other than those conditions which by their terms can only be satisfied simultaneously with the Closing but which would be capable of being satisfied at Closing if Closing were to occur).

"Working Interest" – with respect to any Well, Lease or Fee Mineral, the interest in and to such Well, Lease or Fee Mineral that is burdened with the obligation to bear and pay costs and expenses of maintenance, development and operations on or in connection with such Well, Lease or Fee Mineral (limited to the applicable currently producing formation for such Well or Target Formation for such Lease or Fee Mineral, as applicable), but without regard to the effect of any Royalties or other burdens.

ARTICLE 2
SALE AND TRANSFER OF ASSETS; CLOSING

2.01 Assets. Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell and transfer (or shall cause to be sold and transferred) the Assets to Buyer, and Buyer shall purchase, pay for, and accept the Assets from Seller.

2.02 Purchase Price; Deposit. Subject to any adjustments that may be made under Section 2.05, the purchase price for the Assets will be $132,000,000 (the "Purchase Price"). Within one (1) Business Day after the Execution Date, Buyer will deposit by wire transfer in same day funds into an escrow account (the "Escrow Account") established pursuant to the terms of a mutually agreeable escrow agreement an amount equal to the Deposit Amount. The Deposit Amount shall be held by the Escrow Agent, and if the Closing timely occurs, on or before the Closing Date, the Parties shall execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Seller at Closing, which Deposit Amount shall be applied as a credit toward the Preliminary Amount as provided in Section 2.04(b)(i). If this Agreement is terminated prior to the Closing in accordance with Section 9.01, then the provisions of Section 9.02 shall apply and the distribution of the Deposit Amount shall be governed in accordance therewith.

2.03 Closing; Preliminary Settlement Statement. The Closing shall take place at the offices of Kirkland and Ellis LLP at 609 Main Street, 47th Floor, Houston, Texas 77002 on February 28, 2018 (the "Scheduled Closing Date"), or if all conditions to Closing under Article 7 and Article 8 have not yet been satisfied or waived, within ten (10) Business Days after such conditions have been satisfied or waived, subject to the provisions of Article 9 (the "Closing Date"). Notwithstanding the foregoing, Buyer may elect to extend the Scheduled Closing Date to March 30, 2018, by delivering an additional deposit amount equal to five percent (5%) of the unadjusted Purchase Price into the Escrow Account no later than February 26, 2018 at 12:00 p.m. (Eastern Time). Subject to the provisions of Article 7, Article 8 and Article 9, failure to consummate the purchase and sale provided for in this Agreement on the date and time and at the place determined pursuant to this Section 2.03 shall not result in the termination of this Agreement and shall not relieve either Party of any obligation under this Agreement. Not later than five (5) Business Days prior to the Closing Date, Seller will deliver to Buyer a statement setting forth in reasonable detail Seller's reasonable good faith determination of the Preliminary Amount based upon the best information available at that time (the "Preliminary Settlement Statement"). As part of the Preliminary Settlement Statement, Buyer shall provide to Seller such data as is reasonably necessary to support any estimated allocation, for purposes of establishing the Preliminary Amount. Within two (2) Business Days after its receipt of the Preliminary Settlement Statement, Buyer may submit to Seller in writing any objections or proposed changes thereto and Seller shall consider all such objections and proposed changes in good faith. The estimate agreed to by Seller and Buyer, or, absent such agreement, delivered in the Preliminary Settlement Statement by Seller in accordance with this Section 2.03, will be the Preliminary Amount to be paid by Buyer to Seller at the Closing.

2.04 Closing Obligations. At the Closing:

(a) Each Seller Party shall deliver (and execute, as appropriate), or cause to be delivered (and executed, as appropriate), to Buyer (*provided, however,* that the items described in Section 2.04(a)(vi) and Section 2.04(a)(ix) may, at Seller's option, be delivered after Closing but prior to the last day of the term of the Transition Services Agreement):

(i) the Instruments of Conveyance in the appropriate number for recording in the real property records where the Assets are located;

(ii) possession of the Assets (except the Specified Receivables and the Suspense Funds, which shall be conveyed to Buyer by way of one or more adjustments to the Purchase Price as provided in Section 2.05(c)(i)(F) and Section 2.05(c)(ii)(E));

(iii) a certificate, in substantially the form set forth in Exhibit H executed by an officer of such Seller Party, certifying on behalf of such Seller Party that the conditions to Closing set forth in Sections 7.01 and 7.02 have been fulfilled or waived;

(iv) a Treasury Regulation Section 1.1445-2(b)(2) statement, certifying that such Seller (or its regarded owner, if such Seller is an entity disregarded as separate from its owner) Party is not a "foreign person" within the meaning of the Code;

(v) an executed counterpart of the Preliminary Settlement Statement;

(vi) for each Well operated by such Seller Party or its Affiliate on the Closing Date, such regulatory documentation on forms prepared by Buyer as is necessary to designate Buyer as operator of such Wells;

(vii) a recordable release in a form reasonably acceptable to Buyer of any trust, mortgages, financing statements, fixture filings and security agreements, in each case, securing indebtedness for borrowed money made by such Seller Party or its Affiliates affecting the Assets

(viii) an executed counterpart of the Transition Services Agreement; and

(ix) such documents as Buyer or counsel for Buyer may reasonably request, including letters-in-lieu of transfer order to purchasers of production from the Wells (which shall be prepared and provided by Buyer and reasonably satisfactory to Seller)

(b) Buyer shall deliver (and execute, as appropriate) to Seller, unless, in the case of Section 2.04(b)(v) or Section 2.04(b)(viii), Seller elects to delay delivery until after Closing in accordance with Section 2.04(a):

(i) the Preliminary Amount (less the Deposit Amount) by wire transfer to the accounts specified by Seller in written notices given by Seller to Buyer at least two (2) Business Days prior to the Closing Date;

(ii) the Instruments of Conveyance in the appropriate number for recording in the real property records where the Assets are located;

(iii) a certificate, in substantially the form set forth in Exhibit H executed by an officer of Buyer, certifying on behalf of Buyer that the conditions to Closing set forth in Sections 8.01 and 8.02 have been fulfilled or waived;

(iv) an executed counterpart of the Preliminary Settlement Statement;

(v) for each Well operated by any Seller Party or its Affiliate on the Closing Date, such regulatory documentation as is necessary to designate Buyer, assuming the completion of all requirements under the applicable joint operating agreement, as operator of such Wells and the other Assets;

(vi) evidence of replacement bonds, guarantees, and other sureties pursuant to Section 6.03(a) and evidence of such other authorizations and qualifications as may be necessary for Buyer to own and operate the Assets;

(vii) an executed counterpart of the Transition Services Agreement; and

(viii) such other documents as Seller or counsel for Seller may reasonably request, including letters-in-lieu of transfer order to purchasers of production from the Wells (which shall be prepared and provided by Buyer and reasonably satisfactory to Seller).

2.05 Allocations and Adjustments. If the Closing occurs:

(a) Buyer shall be entitled to all production and products from or attributable to the Assets from and after the Effective Time and the proceeds thereof, and to all other income, proceeds, receipts, and credits earned with respect to the Assets on or after the Effective Time, and shall be responsible for (and entitled to any refunds with respect to) all Property Costs attributable to the Assets and incurred from and after the Effective Time. Seller shall be entitled to all production and products from or attributable to the Assets prior to the Effective Time and the proceeds thereof, and shall be responsible for (and entitled to any refunds with respect to) all Property Costs attributable to the Assets and incurred prior to the Effective Time. “Earned” and “incurred,” as used in this Agreement, shall be interpreted in accordance with generally accepted accounting principles and Council of Petroleum Accountants Society (COPAS) standards.

(b) Without limiting the allocation of costs and receipts set forth in Section 2.05(a), (i) for each Well operated by Seller or its Affiliate, (i) Seller or its Affiliate shall retain overhead charges and rates received in its capacity as "Operator" under any operating agreement or COPAS accounting procedure attributable to such Well, and (ii) Seller or its Affiliate shall be entitled to deduct and retain as overhead charges for all Wells operated by Seller or its Affiliate an amount equal to $95,000 per month. The charges and deductions under this Section 2.05(b) shall accrue from the Effective Time through the month in which transfer of operations occurs; *provided however*, that the overhead charges for the month in which transfer of operations occurs shall be prorated based upon the number of days in such month that Seller or its Affiliate operated such Wells (and for the number of days that the Well was in drilling or completion, or was in production, as applicable). For purposes of allocating revenues, production, proceeds, income, accounts receivable, and products under this Section 2.05, (A) liquid Hydrocarbons produced into storage facilities will be deemed to be "from or attributable to" the Wells when they pass through the pipeline connecting into the storage facilities into which they are run, and (B) gaseous Hydrocarbons and liquid Hydrocarbons produced into pipelines will be deemed to be "from or attributable to" the Wells when they pass through the receipt point sales meters on the pipelines through which they are transported. In order to accomplish the foregoing allocation of production, the Parties shall rely upon the gauging, metering, and strapping procedures which were conducted by Seller on or about the Effective Time and, unless demonstrated to be inaccurate, shall utilize reasonable interpolating procedures to arrive at an allocation of production when exact gauging, metering, and strapping data is not available on hand as of the Effective Time. Seller shall provide to Buyer evidence of all meter readings and all gauging and strapping procedures conducted on or about the Effective Time in connection with the Assets, together with all data necessary to support any estimated allocation, for purposes of establishing the adjustment to the Purchase Price pursuant to Section 2.05(a). Asset Taxes for 2017 shall be prorated in accordance with Section 13.02(b) where available.

(c) The Purchase Price shall be, without duplication,

(i) increased by the following amounts:

(A) the aggregate amount of (i) proceeds received by Buyer from the sale of Hydrocarbons produced from and attributable to the Assets during any period prior to the Effective Time to which Seller is entitled under Section 2.05(a) (net of any (x) Royalties and (y) gathering, processing, transportation and other midstream costs) and (ii) other proceeds received with respect to the Assets for which Seller would otherwise be entitled under Section 2.05(a);

(B) the amount of all Asset Taxes allocable to Buyer pursuant to Section 13.02(b) but paid or economically borne by Seller (excluding, for the avoidance of doubt, any Asset Taxes that were withheld or deducted from the gross amount paid or payable to Seller in connection with a transaction to which Section 2.05(c)(ii)(A) applies, and therefore were taken into account in determining the "proceeds received" by Seller for purposes of applying Section 2.05(c)(ii)(A) with respect to such transaction);

(C) the aggregate amount of all non-reimbursed Property Costs (other than Asset Taxes) that have been paid by Seller that are attributable to the ownership and operation of the Assets after the Effective Time (including prepayments with respect to any period after the Effective Time);

(D) the amount of any other upward adjustment specifically provided for in this Agreement or mutually agreed upon by the Parties;

(E) to the extent that proceeds for such volumes have not been received by Seller, an amount equal to the value of all Hydrocarbons attributable to the Assets in storage or existing in stock tanks, pipelines or plants (including inventory) as of the Effective Time;

(F) the amount of all Specified Receivables attributable to any period prior to the Effective Time;

(G) if applicable, the amount, if any, of Imbalances in favor of Seller, *multiplied by* $2.60 per Mcf, or, to the extent that the applicable Contracts provide for cash balancing, the actual cash balance amount determined to be due to Seller as of the Effective Time; and

(ii) decreased by the following amounts:

(A) the aggregate amount of (i) proceeds received by Seller from the sale of Hydrocarbons produced from and attributable to the Assets from and after the Effective Time to which Buyer is entitled under Section 2.05(a) (net of any (x) Royalties and (y) gathering, processing, transportation and other midstream costs) and (ii) other proceeds received by Seller with respect to the Assets for which Buyer would otherwise be entitled under Section 2.05(a);

(B) the amount of all Asset Taxes allocable to Seller pursuant to Section 13.02(b) but paid or economically borne by Buyer;

(C) the aggregate amount of all downward adjustments pursuant to Article 11;

(D) the aggregate amount of all non-reimbursed Property Costs (other than Asset Taxes) that are attributable to the ownership or operation of the Assets prior to the Effective Time (excluding prepayments with respect to any period after the Effective Time) and paid by Buyer;

(E) the amount of the Suspense Funds;

(F) the amount of any other downward adjustment specifically provided for in this Agreement or mutually agreed upon by the Parties; and

(G) if applicable, the amount, if any, of Imbalances owing by Seller, *multiplied by* $2.60 per Mcf, or, to the extent that the Applicable Contracts provide for cash balancing, the actual cash balance amount determined to be owed by Seller as of the Effective Time.

(d) No earlier than sixty (60) days after the Closing Date but no later than ninety (90) days following the Closing Date, Seller shall prepare and submit to Buyer a statement (the "Final Settlement Statement") setting forth each adjustment or payment which was not finally determined as of the Closing Date and showing the values used to determine such adjustments to reflect the final adjusted Purchase Price. On or before thirty (30) days after receipt of the Final Settlement Statement, Buyer shall deliver to Seller a written report containing any changes that Buyer proposes be made to the Final Settlement Statement and an explanation of any such changes and the reasons therefor together with any supporting information (the "Dispute Notice"). During such thirty (30)-day period, Buyer shall be given reasonable access to Seller's books and records relating to the matters required to be accounted for in the Final Settlement Statement. Any changes not included in the Dispute Notice shall be deemed waived. If Buyer fails to timely deliver a Dispute Notice to Seller containing changes Buyer proposes to be made to the Final Settlement Statement, the Final Settlement Statement as delivered by Seller will be deemed to be mutually agreed upon by the Parties and will be final and binding on the Parties. Upon delivery of the Dispute Notice, the Parties shall undertake to agree with respect to any disputed amounts identified therein by the date that is one hundred twenty (120) days after the Closing Date (the "Post-Closing Date"). Except for Title Defect and Environmental Defect adjustments pursuant to Section 2.05(c)(ii)(C), which shall be subject to the arbitration provisions of Section 11.15, if the Parties are still unable to agree regarding any item set forth in the Dispute Notice as of the Post-Closing Date, then the Parties shall submit to a nationally-recognized independent accounting firm mutually agreed upon by the Parties (the "Accounting Expert") a written notice of such dispute along with reasonable supporting detail for the position of Buyer and Seller, respectively, and the Accounting Expert shall finally determine such disputed item in accordance with the terms of this Agreement. The Accounting Expert shall act as an expert and not an arbitrator. In determining the proper amount of any adjustment to the Purchase Price related to the disputed item, the Accounting Expert shall not increase the Purchase Price more than the increase proposed by Seller nor decrease the Purchase Price more than the decrease proposed by Buyer, as applicable. The decision of the Accounting Expert shall be binding on the Parties, and the fees and expenses of the Accounting Expert shall be borne one-half (1/2) by Seller and one-half (1/2) by Buyer. The date upon which all adjustments and amounts in the Final Settlement Statement are agreed to (or deemed agreed to) or fully and finally determined by the Accounting Expert as set forth in this Section 2.05(d) shall be called the "Final Settlement Date," and the final adjusted Purchase Price shall be called the "Final Amount." If (a) the Final Amount is more than the Preliminary Amount, Buyer shall pay to Seller an amount equal to the Final Amount, *minus* the Preliminary Amount; or (b) the Final Amount is less than the Preliminary Amount, Seller shall pay to Buyer an amount equal to the Preliminary Amount, *minus* the Final Amount. Such payment shall be made within five (5) Business Days after the Final Settlement Date by wire transfer of immediately available funds to the accounts specified pursuant to wire instructions delivered in advance by Seller or Buyer, as applicable.

2.06 Assumption. If the Closing occurs, from and after the Closing Date, Buyer shall assume, fulfill, perform, pay, and discharge the following liabilities arising from, based upon, related to, or associated with the Assets and only to the extent not constituting Retained Liabilities (collectively, the "Assumed Liabilities"), subject to Seller's indemnity obligations under Section 10.02 (further subject to the limitations and restrictions in Article 10), and without limiting Buyer's rights in the event of fraud or a breach of Seller's special warranty of Defensible Title in the Instruments of Conveyance: any and all Damages and obligations, known or unknown, allocable to the Assets prior to, at, or after the Effective Time, including any and all Damages and obligations: (a) attributable to or resulting from the use, maintenance, ownership, or operation of the Assets, regardless whether arising before, at or after the Effective Time, except for Property Costs which shall have been accounted for as provided under Section 2.05; (b) imposed by any Legal Requirement or Governmental Body relating to the Assets, (c) for plugging, abandonment, decommissioning, and surface restoration of the Assets, including oil, gas, injection, water, or other wells and all surface facilities; (d) subject to Buyer's rights and remedies set forth in Article 11 and the special warranty of Defensible Title set forth in the Instruments of Conveyance, attributable to or resulting from lack of Defensible Title to the Assets; (e) attributable to the Suspense Funds, to the extent actually received by Buyer (or for which a reduction to the Purchase Price was made); (f) attributable to the Imbalances; (g) subject to Buyer's rights and remedies set forth in Article 11, attributable to or resulting from all Environmental Liabilities relating to the Assets; (h) related to the conveyance of the Assets to Buyer at Closing (including arising from the conveyance thereof without consent or in violation of a preferential purchase right or any maintenance of uniform interest provision); (i) attributable to or resulting from Asset Taxes to the extent attributable to periods (or portions thereof) from and after the Effective Time (*provided* that Section 13.02(c) shall govern the actual payment of such Asset Taxes and this clause (i) shall not modify the allocation of responsibility for Asset Taxes set forth in Section 13.02); (j) attributable to or resulting from Transfer Taxes; (k) attributable to the Leases and the Applicable Contracts; and (l) attributable to the Assumed Litigation *provided*, that notwithstanding the foregoing, the Assumed Liabilities shall not include any liabilities and obligations for which Buyer is entitled to indemnification under Section 10.02. Subject to Buyer's rights and remedies under Article 9 and Article 11, as applicable, and Seller's indemnity obligations under Section 10.02 (further subject to the limitations and restrictions in Article 10), Buyer acknowledges that: (i) the Assets have been used in connection with the exploration for, and the development, production, treatment, and transportation of, Hydrocarbons; (ii) spills of wastes, Hydrocarbons, produced water, Hazardous Materials, and other materials and substances may have occurred in the past or in connection with the Assets; (iii) there is a possibility that there are currently unknown, abandoned wells, plugged wells, pipelines, and other equipment on or underneath the property underlying the Assets; (iv) it is the intent of the Parties that all liability associated with the above matters as well as any responsibility and liability to decommission, plug, or replug such wells (including the Wells) in accordance with all Legal Requirements and requirements of Governmental Bodies be passed to Buyer effective as of the Effective Time and that Buyer shall assume all responsibility and liability for such matters and all claims and demands related thereto; (v) the Assets may contain asbestos, Hazardous Materials, or NORM; (vi) NORM may affix or attach itself to the inside of wells, materials, and equipment as scale or in other forms; (vii) wells, materials, and equipment located on the Assets may contain NORM; and (viii) special procedures may be required for remediating, removing, transporting, and disposing of asbestos, NORM, Hazardous Materials, and other materials from the Assets. From and after the Closing, but effective as of the Effective Time, subject to Seller's indemnity obligations under Section 10.02 (subject to the limitations and restrictions in Article 10), and Buyer's rights and remedies under Article 11, Buyer shall assume, with respect to the Assets, all responsibility and liability for any assessment, remediation, removal, transportation, and disposal of these materials and associated activities in accordance with all Legal Requirements and requirements of Governmental Bodies.

2.07 Allocation of Purchase Price.

(a) The Purchase Price shall be allocated among the Assets as set forth in Schedule 2.07(a) and Schedule 2.07(b) hereto. Seller and Buyer agree to be bound by the Allocated Values set forth in Schedule 2.07(a) and Schedule 2.07(b) for purposes of Article 11 hereof.

(b) Seller and Buyer shall use commercially reasonable efforts to agree, for the purpose of making the requisite filings under Section 1060 of the Code, and the regulations thereunder, to an allocation of the Purchase Price and any items that are treated as consideration for U.S. federal Income Tax purposes among the Assets, and to the extent permitted by law, such allocation shall be in a manner consistent with the Allocated Values, as set forth on Schedule 2.07(a) and Schedule 2.07(b) (the "Tax Allocation"). If Seller and Buyer are unable to agree upon such allocation, then such allocation shall be determined by the Accounting Expert (the fees and expenses of which shall be borne one-half (1/2) by Seller and one-half (1/2) by Buyer). Once Buyer and Seller agree to such an allocation or such allocation is determined by the Accounting Expert, as applicable, Seller and Buyer each agree to report, and to cause their respective Affiliates to report, the federal, state, and local income and other Tax consequences of the Contemplated Transactions, and in particular to report the information required by Section 1060(b) of the Code, and to jointly prepare Form 8594 (Asset Acquisition Statement under Section 1060 of the Code) as promptly as possible following the Closing Date and in a manner consistent with the Tax Allocation as revised to take into account subsequent adjustments to the Purchase Price, including any adjustments pursuant to the Agreement to determine the Final Amount, and shall not take any position inconsistent therewith upon examination of any Tax Return, in any refund claim, in any litigation, investigation or otherwise, unless required to do so by any Legal Requirement after notice to and discussions with the other Parties, or with such other Party's or Parties' prior consent; *provided*, *however*, that no Party shall be unreasonably impeded in its ability and discretion to negotiate, compromise and/or settle any Tax audit, claim or similar proceedings in connection with such allocation.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLER

Each Seller Party represents and warrants to Buyer as of the Execution Date and the Closing Date, the following:

3.01 Organization and Good Standing. Such Seller Party is a Delaware limited liability company, and is duly organized, validly existing, and in good standing under the laws of the State of Delaware and, where required, is duly qualified to do business and is in good standing in each jurisdiction in which the Assets are located, with full limited liability company power and authority to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use. Such Seller Party is not a "foreign person" for purposes of Section 1445 of the Code.

3.02 Authority; No Conflict.

(a) The execution, delivery, and performance of this Agreement and the Contemplated Transactions have been duly and validly authorized by all necessary limited liability company action on the part of such Seller Party. This Agreement has been duly executed and delivered by such Seller Party and at the Closing, all instruments executed and delivered by such Seller Party at or in connection with the Closing shall have been duly executed and delivered by such Seller Party. This Agreement constitutes the legal, valid, and binding obligation of such Seller Party, enforceable against such Seller Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law). Upon execution and delivery by such Seller Party of the Instruments of Conveyance at the Closing, such Instruments of Conveyance shall constitute legal, valid and binding transfers and conveyances of the Assets. Upon the execution and delivery by such Seller Party of any other documents at the Closing (collectively with the Instruments of Conveyance, such Seller Party's "Seller Closing Documents"), such Seller Closing Documents shall constitute the legal, valid, and binding obligations of such Seller Party, enforceable against such Seller Party in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law).

(b) Except as set forth in Schedule 3.02(b) and except for potential violations of maintenance of uniform interest or similar provisions in joint operating agreements related to the Excluded Properties, and assuming the receipt of all Consents and the waiver of all Preferential Purchase Rights (in each case) applicable to the Contemplated Transactions, and assuming compliance with the HSR Act, neither the execution and delivery of this Agreement by such Seller Party nor the consummation or performance of any of the Contemplated Transactions by such Seller Party shall, directly or indirectly (with or without notice or lapse of time):

(i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of such Seller Party, or (B) any resolution adopted by the board of directors, managers or officers of such Seller Party;

(ii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any Contract or agreement or any Legal Requirement or Order to which such Seller Party, or any of the Assets, may be subject;

(iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that relates to the Assets; or

(iv) result in the imposition or creation of any Encumbrance upon or with respect to any of the Assets, except for Permitted Encumbrances.

3.03 Bankruptcy. Except for claims or matters related to the Bankruptcy Cases commenced on May 11, 2016, where the Plan of Reorganization became effective on February 28, 2017, for which Bankruptcy Court retains limited jurisdiction, there are no bankruptcy, reorganization, receivership, or arrangement proceedings pending or being contemplated by such Seller Party or, to such Seller Party's Knowledge, Threatened against such Seller Party.

3.04 Taxes. All material Tax Returns required to be filed by such Seller Party with respect to Asset Taxes have been timely filed and all such Tax Returns are correct and complete in all material respects. All material Asset Taxes required to be paid by such Seller Party that are or have become due have been timely paid in full, and such Seller Party is not delinquent in the payment of any such Asset Taxes. There is not currently in effect any extension or waiver of any statute of limitations of any jurisdiction regarding the assessment or collection of any Asset Taxes. There are no administrative or judicial proceedings by any taxing authority pending or to Seller's Knowledge, threatened against Seller relating to or in connection with any Asset Taxes. All Tax withholding and deposit requirements imposed by applicable Legal Requirements with respect to any of the Assets have been satisfied in all material respects. There are no liens on any of the Assets attributable to Taxes other than Permitted Encumbrances. Except as disclosed on Schedule 3.04, no Asset is subject to any tax partnership agreement or provisions requiring a partnership income tax return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code or any similar state statute.

3.05 Legal Proceedings. Other than the Assumed Litigation and Retained Litigation, such Seller Party has not been served with any Proceeding, and, to such Seller Party's Knowledge, there is no pending or Threatened Proceeding against such Seller Party or any of its Affiliates, in each case, that (a) relates to such Seller Party's ownership or operation of any of the Assets, or (b) challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions.

3.06 Brokers. Neither such Seller Party nor its Affiliates have incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the Contemplated Transactions other than obligations that are and will remain the sole responsibility of such Seller Party and its Affiliates.

3.07 Compliance with Legal Requirements. Except as set forth in Schedule 3.07, there is no uncured material violation by such Seller Party of any Legal Requirements (other than Environmental Laws) with respect to such Seller Party's ownership or operation of the Assets. To such Seller Party's Knowledge, all Assets operated by Third Parties have been operated in all material respects in compliance with all applicable Legal Requirements (other than Environmental Laws). Neither such Seller Party nor any of its Affiliates have received any written notice from any Governmental Body or Third Party of any material violation of or material default by any Seller Party with respect to any Legal Requirement that remains unresolved.

3.08 Prepayments. Except for any Imbalances, such Seller Party has not received payment under any Contract for the sale of Hydrocarbons produced from the Assets which, from and after the Effective Time, requires delivery in the future to any party of Hydrocarbons previously paid for and not yet delivered.

3.09 Imbalances. To such Seller Party's Knowledge, except as set forth in Schedule 3.09, there are no Imbalances with respect to such Seller Party's obligations relating to the Wells as of the Effective Time.

3.10 Material Contracts. Schedule 3.10 sets forth all Applicable Contracts with respect to such Seller Party of the type described below as of the Execution Date (collectively, the "Material Contracts"); *provided* that with respect to Applicable Contracts related solely to Assets that are not operated by any Seller Party, the entirety of this Section 3.10 is made to Seller Party's Knowledge:

(a) any Applicable Contract that is a Hydrocarbon purchase and sale, transportation, gathering, treating, processing, or similar Applicable Contract that is not terminable without penalty on sixty (60) days' or less notice, including any Contract that includes an acreage dedication or minimum volume commitment;

(b) any Applicable Contract that can reasonably be expected to result in aggregate payments by such Seller Party of more than One Hundred Thousand Dollars ($100,000) net to such Seller Party's interest during the current or any subsequent fiscal year or more than One Million Dollars ($1,000,000) in the aggregate net to such Seller Party's interest over the term of such Applicable Contract (based on the terms thereof and contracted (or if none, current) quantities where applicable);

(c) any Applicable Contract that is an indenture, mortgage, loan, credit agreement, sale-leaseback, guaranty of any obligation, bond, letter of credit, or similar financial Contract;

(d) any Applicable Contract that constitutes a partnership agreement, joint venture agreement, area of mutual interest agreement, non-compete agreement, joint development agreement, joint operating agreement, farmin or farmout agreement, carry agreement, net profits interest agreement, participation agreement, production sharing agreement, unit agreement, purchase and sale agreement, exchange agreement or similar Contract where the primary obligation has not been completed prior to the Effective Time (in each case, excluding any tax partnership);

(e) any Applicable Contract that provides for a call upon, option to purchase or similar right under any agreements with respect to the Hydrocarbons from the Assets after the Effective Time;

(f) any Applicable Contract that provides for an irrevocable power of attorney that will be in effect after the Closing Date;

(g) any Applicable Contract that provides for, as its primary purpose, an indemnity;

(h) any Applicable Contract that contains any rights allowing a Third Party to participate in any sales or purchases of any of the Assets that are triggered by or applicable to the transactions contemplated by this Agreement; and

(i) any Applicable Contract that constitutes a lease under which Seller is the lessor or the lessee of personal property which lease (A) cannot be terminated by such Person without penalty upon 60 days or less notice and (B) involves an annual base rental of more than $100,000.

Except as set forth in Schedule 3.10, and except for Material Contracts that have terminated in accordance with their terms and without violation of Seller's covenants in Section 5.02 prior to the Closing Date, each Material Contract set forth (or required to be set forth) in Schedule 3.10 is a legal, valid and binding obligation against such Seller Party and, to the Knowledge of such Seller Party, each other party thereto, is enforceable in accordance with its terms against such Seller Party and, to the Knowledge of such Seller Party, each other party thereto, and is in full force and effect, subject to any bankruptcy proceeding commenced after the date hereof or other Legal Requirements now or hereafter in effect. Neither such Seller Party, nor to the Knowledge of such Seller Party, any other party is in material breach of or in default under any Material Contract, and no event, occurrence, condition or act has occurred that, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a material breach, default or event of default by such Seller Party or, to the Knowledge of such Seller Party, any other party thereto, in each case except as set forth in Schedule 3.10. Except as set forth in Schedule 3.10, such Seller Party has not received any notice from a Third Party alleging a violation or breach of any Material Contract by such Seller Party or its Affiliates. Except as set forth in Schedule 3.10, there are no Contracts with Affiliates of such Seller Party, Hedge Contracts or Debt Contracts that will be binding on the Assets after Closing. Prior to the Execution Date, Seller has delivered to Buyer true and complete copies of each Material Contract and any and all substantive amendments thereto or, in the case of marketing agreements described on Schedule 3.10 whose disclosure is prohibited under the terms of such marketing agreement, will be provided when such disclosure is permitted under the terms of the applicable marketing agreement.

3.11 Consents and Preferential Purchase Rights. To such Seller Party's Knowledge, except as set forth in Schedule 3.11, none of the Assets (and no portion of the Assets) is subject to any Preferential Purchase Rights or Consents required to be obtained by such Seller Party which may be applicable to the Contemplated Transactions, except for (a) Consents and approvals of Governmental Bodies that are customarily obtained after Closing, and (b) Contracts that are terminable upon not greater than thirty (30) days' notice without payment of any fee.

3.12 Permits. Except as set forth in Schedule 3.12, (a) with respect to Assets currently operated by such Seller Party or any of its Affiliates, such Seller Party or its Affiliate (as applicable) has acquired all Permits from appropriate Governmental Bodies to conduct operations on such Assets in material compliance with all applicable Legal Requirements; (b) all such Permits are in full force and effect and no Proceeding is pending or Threatened to suspend, revoke or terminate any such Permit or declare any such Permit invalid; and (c) such Seller Party is in compliance in all material respects with all such Permits. Except as set forth in Schedule 3.12, (a) with respect to Assets currently operated by Third Parties, to the Knowledge of Seller, the Third Party operator has acquired all Permits from appropriate Governmental Bodies to conduct

operations on such Assets in material compliance with all applicable Legal Requirements; (b) all such Permits are in full force and effect and no Proceeding is pending or Threatened to suspend, revoke or terminate any such Permit or declare any such Permit invalid; and (c) such Third Party operator is in compliance in all material respects with all such Permits.

3.13 Current Commitments. Schedule 3.13 sets forth, as of the Execution Date, all approved authorizations for expenditures and other approved capital commitments, individually equal to or greater than One Hundred Thousand Dollars ($100,000) (net to such Seller Party's interest) (the "AFEs"), and which are binding on the owner of the Assets following the Effective Time, relating to the Assets to drill, rework or conduct any other operation concerning any Wells or for other capital expenditures pursuant to any of the Material Contracts for which all of the activities anticipated in such AFEs have not been completed by the Effective Time.

3.14 Environmental Laws. Except as disclosed on Schedule 3.14, (a) there are no actions, suits or proceedings pending, or to such Seller Party's Knowledge, threatened in writing, before any Governmental Body with respect to the Assets alleging material violations of, or material liabilities under, Environmental Laws, or claiming remediation obligations, and (b) such Seller Party has received no notice from any Governmental Body or other Person of any alleged or actual material violation or non-compliance with, or material liability under, any Environmental Law or of material non-compliance with the terms or conditions of any environmental permits, arising from, based upon, associated with or related to the Assets or the ownership or operation of any thereof and (c) to such Seller Party's Knowledge, there is no uncured material violation (i) by such Seller Party of any Environmental Laws with respect to such Seller Party's ownership or operation of the Assets, or (ii) of any Environmental Laws with regard to operation of the Assets by Third Parties.

3.15 Wells. Except as disclosed on Schedule 3.15 (a) all Wells drilled and completed by such Seller Party as operator have been drilled and completed within the limits permitted by all applicable Leases and Contracts and at locations that comply with applicable Legal Requirements, (b) no Well is subject to material penalties on allowable production after the Effective Time because of any overproduction, and (c) there are no Wells (i) that such Seller Party is currently obligated by applicable Legal Requirements or contract to plug or abandon, (ii) that have been plugged, dismantled or abandoned by Seller or its Affiliates (or to Seller's Knowledge by any other Person) in a manner that does not comply in all material respects with Legal Requirements, or (iii) that are currently subject to exceptions to a requirement to plug or abandon issued by a Governmental Body. The Personal Property is free and clear of liens and encumbrances (other than Permitted Encumbrances), and is in an operable state of repair adequate to maintain normal operations in accordance with past practices, ordinary wear and tear excepted.

3.16 Employee Benefits.

(a) Schedule 3.16(a) contains a true and complete list of each "employee benefit plan," as defined in Section 3(3) of ERISA, and all other retirement, pension, deferred compensation, bonus, incentive, severance, executive life insurance, vacation, equity purchase, equity option, phantom equity, equity, employment, profit sharing, retention, stay bonus, change of control and other compensation or benefit plans, programs, agreements or arrangements maintained, sponsored or contributed to by such Seller Party or any of its ERISA Affiliates for the benefit of any Available Employee (collectively, such Seller Party's "Seller Benefit Plans").

(b) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby (whether alone or together with any other events) will (i) result in any material payment becoming due to any Available Employee, (ii) materially increase any benefits otherwise payable to any Available Employee, or (iii) result in the acceleration of the time of payment or vesting of any such benefits except as disclosed in Exhibit F.

3.17 Royalties. Except (a) for the Suspense Funds that are being held in compliance with applicable Legal Requirements and Leases and (b) as set forth in Schedule 3.17 and Schedule 3.05, such Seller Party has duly and properly paid, or caused to be duly and properly paid in all material respects, all Royalties due by such Seller Party during the period of such Seller Party's ownership of the Assets; *provided*, *however,* that no failure to comply with the foregoing that does not result in the termination of a Lease shall be considered a breach of this Section 3.17.

3.18 Non-Consent Operations. Except as disclosed on Schedule 3.18, no operations are being conducted or have been conducted on the Assets with respect to which such Seller Party has elected to be a non-consenting party under the applicable operating agreement or forced pooling statute and with respect to which such Seller Party's rights have not reverted prior to the Effective Time. Schedule 3.18 sets forth each Well subject to payout, along with the payout balances as of the date received from the applicable Third Party operator for each Well subject to payout, but only to the extent such balance has been provided by such Third Party operator.

3.19 Condemnation. As of the Execution Date, there is no actual or Threatened taking (whether permanent, temporary, whole or partial) of any part of the Assets by reason of condemnation or the threat of condemnation.

3.20 Drilling Obligations. Except as disclosed on Schedule 3.20, Seller does not have any unfulfilled drilling obligations under any Lease or otherwise affecting the Leases by virtue of a Contract relating to the Assets or the ownership or operation thereof.

3.21 Labor Matters. No Available Employee or other employee of any Seller Party or any of their respective Affiliates whose employment involves providing services with respect to the Assets is represented by a labor union. Except as set forth on Schedule 3.21, there is no Proceeding pending or, to any Seller Party's Knowledge, threatened, by or on behalf of any Available Employee or any other individual who has provided services with respect to the Assets against any Seller Party.

3.22 Guarantees. Schedule 3.22 is a complete and accurate list of all material bonds, letters of credit and guarantees posted or entered into by such Seller Party in connection with the ownership or operation of the Assets.

3.23 Leases. Since January 1, 2016, such Seller Party has not received any unresolved written notice from any lessor under any of the Leases seeking to terminate, cancel or rescind any Lease, and such Seller Party has not received any written notice from any lessor under any of the Leases alleging any unresolved material default under any Lease.

3.24 Knowledge Qualifier for Non-Operated Assets. To the extent that such Seller Party has made any representations or warranties in this Article 3 in connection with matters relating to Non-Operated Assets, each and every such representation and warranty shall be deemed to be qualified by the phrase, "To such Seller Party's Knowledge."

3.25 Disclosures with Multiple Applicability; Materiality. If any fact, condition, or matter disclosed in Seller's disclosure Schedules applies to more than one Section of this Article 3, a single disclosure of such fact, condition, or matter on Seller's disclosure Schedules to the extent reasonably apparent on the face of the Seller Parties' disclosure Schedules shall constitute disclosure with respect to all sections of this Article 3 to which such fact, condition, or other matter applies, regardless of the section of Seller's disclosure Schedules in which such fact, condition, or other matter is described. Inclusion of a matter on Seller's disclosure Schedules with respect to a representation or warranty that is qualified by "material" or any variant thereof shall not necessarily be deemed an indication that such matter does, or may, be material. Matters may be disclosed on a Schedule to this Agreement for purposes of information only.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, as of the Execution Date and the Closing Date, the following:

4.01 Organization and Good Standing. Buyer is a limited liability company and duly organized, validly existing, and in good standing under the laws of Delaware and is duly qualified to do business and is in good standing in each jurisdiction in which the Assets are located.

4.02 Authority; No Conflict.

(a) This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Upon the execution and delivery by Buyer of the Instruments of Conveyance and any other documents executed and delivered by Buyer at the Closing (collectively, "Buyer's Closing Documents"), Buyer's Closing Documents shall constitute the legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Buyer has the requisite right, power, authority, and capacity to execute and deliver this Agreement and Buyer's Closing Documents, and to perform its obligations under this Agreement and Buyer's Closing Documents.

(b) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer shall give any Person the right to prevent, delay, or otherwise interfere with any of the Contemplated Transactions.

(c) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer shall (i) contravene, conflict with, or result in a violation of any provision of the Organizational Documents of Buyer, (ii) contravene, conflict with, or result in a violation of any resolution adopted by the board of managers, or members of Buyer, or (iii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any agreement or any Legal Requirement or Order to which Buyer may be subject.

(d) Buyer is not and shall not be required to give any notice to or obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

4.03 Certain Proceedings. There is no Proceeding pending against Buyer that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To Buyer's Knowledge, no such Proceeding has been Threatened.

4.04 Knowledgeable Investor. Buyer is an experienced and knowledgeable investor in the oil and gas business. Prior to entering into this Agreement, Buyer was advised by its own legal, tax, and other professional counsel concerning this Agreement, the Contemplated Transactions, the Assets, and their value, and it has relied solely thereon and on the representations and obligations of Seller in this Agreement and the documents to be executed by Seller in connection with this Agreement at the Closing. Buyer is acquiring the Assets for its own account and not for sale or distribution in violation of the Securities Act of 1933, as amended, the rules and regulations thereunder, any applicable state blue sky laws, or any other applicable Legal Requirements.

4.05 Qualification. Buyer is an "accredited investor," as such term is defined in Regulation D of the Securities Act of 1933, as amended. Buyer is not acquiring the Assets in connection with a distribution or resale thereof in violation of federal or state securities laws and the rules and regulations thereunder. Without limiting Section 6.03, Buyer is, or as of the Closing will be, qualified under applicable Legal Requirements to hold leases, rights-of-way, and other rights issued or controlled by (or on behalf of) any applicable Governmental Body and will be qualified under applicable Legal Requirements to own and operate the Assets. Buyer has, or as of the Closing will have, posted such bonds as may be required for the ownership or, where applicable, operatorship by Buyer of the Assets. To Buyer's Knowledge, no fact or condition exists with respect to Buyer or the Assets which may cause any Governmental Body to withhold its approval of the Contemplated Transactions.

4.06 Brokers. Neither Buyer nor its Affiliates have incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the Contemplated Transactions other than obligations that are or will remain the sole responsibility of Buyer and its Affiliates.

4.07 Financial Ability. Buyer has sufficient cash, available lines of credit, or other sources of immediately available funds to enable it to (a) deliver the amounts due at the Closing, (b) take such actions as may be required to consummate the Contemplated Transactions, and (c) timely pay and perform Buyer's obligations under this Agreement and Buyer's Closing Documents. Buyer expressly acknowledges that the failure to have sufficient funds shall in no event be a condition to the performance of its obligations hereunder, and in no event shall the Buyer's failure to perform its obligations hereunder be excused by failure to receive funds from any source.

4.08 Securities Laws. The solicitation of offers and the sale of the Assets by Seller have not been registered under any securities laws. At no time has Buyer been presented with or solicited by or through any public promotion or any form of advertising in connection with the Contemplated Transactions. Buyer is not acquiring the Assets with the intent of distributing fractional, undivided interests that would be subject to regulation by federal or state securities laws, and that if it sells, transfers, or otherwise disposes of the Assets or fractional undivided interests therein, it shall do so in compliance with applicable federal and state securities laws.

4.09 Due Diligence. Without limiting or impairing any representation, warranty, covenant or agreement of Seller contained in this Agreement and the Seller Closing Documents, or Buyer's right to rely thereon, subject to Buyer's rights to access the Assets to conduct a due diligence review in accordance with this Agreement, at Closing, Buyer and its Representatives have (a) been permitted full and complete access to all materials relating to the Assets, (b) been afforded the opportunity to ask all questions of Seller (or Seller's Representatives) concerning the Assets, (c) been afforded the opportunity to investigate the condition of the Assets, and (d) had the opportunity to take such other actions and make such other independent investigations as Buyer deems necessary to evaluate the Assets and understand the merits and risks of an investment therein and to verify the truth, accuracy, and completeness of the materials, documents, and other information provided or made available to Buyer (whether by Seller or otherwise). **WITHOUT LIMITING OR IMPAIRING ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT OF THE SELLER PARTIES CONTAINED IN THIS AGREEMENT AND THE SELLER'S CLOSING DOCUMENTS (INCLUDING THE SPECIAL WARRANTY OF DEFENSIBLE TITLE SET FORTH IN THE INSTRUMENTS OF CONVEYANCE), OR BUYER'S RIGHT TO RELY UPON EACH OF THE FOREGOING OR BUYER'S RIGHTS UNDER ARTICLE 11, BUYER HEREBY WAIVES ANY CLAIMS ARISING OUT OF ANY MATERIALS, DOCUMENTS, OR OTHER INFORMATION PROVIDED OR MADE AVAILABLE TO BUYER (WHETHER BY SELLER OR OTHERWISE), WHETHER UNDER THIS AGREEMENT, AT COMMON LAW BY STATUTE OR OTHERWISE.**

4.10 Basis of Buyer's Decision. By reason of Buyer's knowledge and experience in the evaluation, acquisition, and operation of oil and gas properties, Buyer has evaluated the merits and the risks of purchasing the Assets from Seller and has formed an opinion based solely on Buyer's knowledge and experience, Buyer's due diligence, and Seller's representations, warranties, covenants, and agreements contained in this Agreement and the Seller Closing Documents, and not on any other representations or warranties by Seller. Buyer has not relied and shall not rely on any statements by Seller or its Representatives (other than those representations, warranties, covenants, and agreements of Seller contained in this Agreement and the Seller Closing Documents) in making its decision to enter into this Agreement or to close the Contemplated Transactions. **BUYER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER THE UNITED STATES**

SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER GOVERNMENTAL BODY HAS PASSED UPON THE ASSETS OR MADE ANY FINDING OR DETERMINATION AS TO THE FAIRNESS OF AN INVESTMENT IN THE ASSETS OR THE ACCURACY OR ADEQUACY OF THE DISCLOSURES MADE TO BUYER, AND, EXCEPT AS SET FORTH IN ARTICLE 9, BUYER IS NOT ENTITLED TO CANCEL, TERMINATE, OR REVOKE THIS AGREEMENT, WHETHER DUE TO THE INABILITY OF BUYER TO OBTAIN FINANCING OR PAY THE PURCHASE PRICE, OR OTHERWISE.

4.11 Business Use, Bargaining Position. Buyer is purchasing the Assets for commercial or business use. Buyer has sufficient knowledge and experience in financial and business matters that enables it to evaluate the merits and the risks of transactions such as the Contemplated Transactions, and Buyer is not in a significantly disparate bargaining position with Seller. Buyer expressly acknowledges and recognizes that the price for which Seller has agreed to sell the Assets and perform its obligations under the terms of this Agreement has been predicated upon the inapplicability of the Texas Deceptive Trade Practices—Consumer Protection Act, V.C.T.A. BUS & COMM ANN. § 17.41 et seq. (the "DTPA"), to the extent applicable, or any similar Legal Requirement, and the waiver of the DTPA, and any similar Legal Requirement, by Buyer contained in Section 13.04. **BUYER FURTHER RECOGNIZES THAT SELLER, IN DETERMINING TO PROCEED WITH ENTERING INTO THIS AGREEMENT, HAS EXPRESSLY RELIED ON THE PROVISIONS OF THIS ARTICLE 4.**

4.12 Bankruptcy. There are no bankruptcy, reorganization, receivership, or arrangement proceedings pending or being contemplated by Buyer or, to Buyer's Knowledge, Threatened against Buyer. Buyer is, and will be immediately after giving effect to the Contemplated Transactions, solvent.

ARTICLE 5
COVENANTS OF SELLER

5.01 Access and Investigation.

(a) Between the Execution Date and the Defect Notice Date, to the extent doing so would not violate applicable Legal Requirements, Seller's obligations to any Third Party or other restrictions on Seller, Seller shall (i) afford Buyer and its Representatives access, by appointment only at such times as Buyer may reasonably request, during Seller's regular hours of business to reasonably appropriate Seller's personnel with knowledge of the Assets, any Seller operated Assets, contracts, books and records, and other documents and data related to the Assets, except any such contracts, books and records, or other documents and data that are Excluded Assets or that cannot, without unreasonable effort or expense, be separated from any contracts, books and records, or other documents and data that are Excluded Assets and (ii) promptly furnish Buyer, Buyer's Representatives and the Financing Sources, at Buyer's sole cost and expense, with existing electronic copies of all such Records, contracts, books and records, and other existing documents and data related to the Assets as Buyer, Buyer's Representatives and the Financing Sources may reasonably request, except for any such contracts, books and records, or other documents and data to the extent they are Excluded Assets or cannot, without unreasonable effort or expense, be separated from any contracts, books and records, or other documents and data that are Excluded Assets (and upon Buyer's request, Seller shall use reasonable efforts to obtain the consent of Third Party operators to give Buyer and its Representatives similar access to the Assets

not operated by Seller or its Affiliates; *provided* that Seller shall not be required to make payments or undertake obligations in favor any Third Parties in order to obtain such consent unless Buyer agrees in writing to make such payments or fulfill such obligations); ***provided* that, except as expressly provided in this Agreement or in the Instruments of Conveyance, Seller makes no representation or warranty, and expressly disclaims all representations and warranties as to the accuracy or completeness of the documents, information, books, records, files, and other data that it may provide or disclose to Buyer**.

(b) Notwithstanding the provisions of Section 5.01(a), (i) Buyer's investigation shall be conducted in a manner that (to the extent practicable) minimizes interference with the operation of the business of Seller and any applicable Third Parties, and (ii) subject to Section 11.09, Buyer's right of access shall not entitle Buyer to operate equipment or conduct subsurface or other invasive testing or sampling. Environmental review shall not exceed the review contemplated by a Phase I Environmental Site Assessment without Seller's prior written permission, which may be withheld in Seller's sole discretion.

(c) Buyer acknowledges that, pursuant to its right of access to the Records and the Assets, Buyer will become privy to confidential and other information of Seller and Seller's Affiliates and the Assets and that such confidential information shall be held confidential by Buyer and Buyer's Representatives in accordance with the terms of the Confidentiality Agreement. If the Closing should occur, the foregoing confidentiality restriction on Buyer, including the Confidentiality Agreement, shall terminate (except as to the Excluded Assets); *provided* that such termination of the Confidentiality Agreement shall not relieve any party thereto from any liability thereunder for the breach of such agreement prior to the Execution Date.

5.02 Operation of the Assets. Except as set forth on Schedule 5.02, or as required by applicable Legal Requirements, between the Execution Date and the Closing, Seller shall operate its business with respect to its ownership and operation of the Assets in the ordinary course as a reasonably prudent operator and consistent with past practices, and, without limiting the generality of the preceding, shall:

(a) not transfer, sell, hypothecate, encumber, or otherwise dispose of any of the Assets, except as required under any Leases or Contracts, and except for sales of Hydrocarbons, equipment and inventory in the ordinary course of business;

(b) not abandon any Asset (except the abandonment or expiration of Leases in accordance with their terms);

(c) not commence, propose, or agree to participate in any single operation with respect to the Wells or Leases with an anticipated cost in excess of One Hundred Thousand Dollars ($100,000) net to Seller's interest, except for any emergency operations;

(d) not execute, terminate, cancel, extend, or materially amend or modify any Material Contract or Lease, or enter into a Contract that, if entered into on or prior to the Execution Date, would be required to be listed in a disclosure Schedule, other than the execution or extension of a Contract for the sale, exchange, transportation, gathering, treating, or processing of Hydrocarbons terminable without penalty on thirty (30) days' or shorter notice;

(e) not take, nor permit any of Seller's Affiliates (or authorize any investment banker, financial advisor, attorney, accountant or other Person retained by, acting for or on behalf of Seller or any such Affiliate) to take, directly or indirectly, any action to solicit, or negotiate, any offer from any Person concerning the direct or indirect acquisition of the Assets by any Person other than Buyer or its Affiliates, except for sales of Hydrocarbons, equipment and inventory in the ordinary course of business;

(f) not make any election (or fail to make an election, the result of which is) to go non-consent with respect to any of the Assets;

(g) use commercially reasonable efforts to maintain in full force and effect each Lease, and timely and properly pay all Lease renewals and extensions that become due after the date of this Agreement but prior to Closing in accordance with the terms of the applicable Lease;

(h) not waive, release, assign, settle or compromise any proceeding, material right or claim relating to the Assets, other than the Retained Liabilities or waivers, releases, assignments, settlements or compromises that involve only the payment of monetary damages not in excess of Fifty Thousand Dollars ($50,000) individually (excluding amounts to be paid under insurance policies);

(i) pay (or cause to be paid) any and all Asset Taxes that could result in an Encumbrance with respect to the Assets that become due and payable on or prior to the Closing Date;

(j) notify Buyer of any application for drilling permit by a Third Party affecting the Assets received by Seller;

(k) not, except as may be required by applicable Legal Requirements or pursuant to a Seller Benefit Plan in effect as of the Execution Date, or as contemplated by this Agreement, (A) grant any increases in the compensation, incentives or benefits payable or to become payable to any Available Employee, (B) except in the ordinary course of business or with respect to renewals for any Seller Benefit Plan for the 2018 plan year, enter into any new, terminate or amend any existing, employment, severance or termination agreement or other Seller Benefit Plan with any Available Employee, (C) establish or take any action that would result in Seller becoming obligated under any collective bargaining agreement or other Contract with a labor union or representative of Available Employees, or (D) subject to Seller's right to terminate the employment of Available Employees, transfer any Available Employee;

(l) use commercially reasonable efforts to keep Buyer apprised of any drilling, re-drilling or completion operations proposed or conducted by Seller with respect to the Assets; or

(m) not enter into any agreement with respect to any of the foregoing. Buyer acknowledges that Seller owns undivided interests in certain of the properties comprising the Assets, and Buyer agrees that the acts or omissions of the other working interest owners who are not Seller or an Affiliate of Seller shall not constitute a Breach of the provisions of this Section 5.02, nor shall any action required by a vote of working interest owners constitute such a Breach so long as Seller or its Affiliate has voted its interest in a manner that complies with the

provisions of this Section 5.02. Further, no action or inaction of any Third Party operator with respect to any Asset shall constitute a Breach of this Section 5.02 to the extent Seller uses commercially reasonable efforts to cause such Third Party operator to operate such applicable Asset in a manner consistent with this Section 5.02. Seller may seek Buyer's approval to perform any action that would otherwise be restricted by this Section 5.02, and Buyer's approval of any such action shall not be unreasonably withheld, conditioned, or delayed, and shall be considered granted ten (10) days (unless a shorter time is reasonably required by the circumstances and such shorter time is specified in Seller's notice) after delivery of notice from Seller to Buyer requesting such consent unless Buyer notifies Seller to the contrary during such ten (10)-day period. In the event of a conflict between requirements Section 5.02(c) and Section 5.02(f), Seller may respond using its reasonable business judgment to any Third Party operator proposal or authorization for expenditure if Buyer fails to respond within the time period provided in Seller's notice. Notwithstanding the foregoing provisions of this Section 5.02, in the event of an emergency, Seller may take such action as reasonably necessary and shall notify Buyer of such action promptly thereafter. Any matter approved (or deemed approved) by Buyer pursuant to this Section 5.02 that would otherwise constitute a Breach of one of Seller's representations and warranties in Article 3 shall be deemed to be an exclusion from all representations and warranties for which it is relevant.

5.03 Insurance. Seller shall maintain in force during the period from the Execution Date until the Closing, all of Seller's insurance policies (including self-insurance) pertaining to the Assets in the amounts and with the coverages currently maintained by Seller which may not be less than the insurance coverage shown in Schedule 6.03(a). The daily pro-rated annual premiums for insurance that accrue after the Effective Time and are attributable to the insurance coverage for the period after the Effective Time until the Closing will constitute Property Costs.

5.04 Consent and Waivers. Seller shall use commercially reasonable efforts to obtain prior to the Closing written waivers of all Preferential Purchase Rights and all Consents necessary for the transfer of the Assets to Buyer; *provided* that in the event Seller is unable to obtain all such waivers of Preferential Purchase Rights and Consents after using such commercially reasonable efforts, such failure to satisfy shall not constitute a Breach of this Agreement. Seller shall not be required to make any payments to, or undertake any obligations for the benefit of, the holders of such rights in order to obtain the Required Consents unless Buyer agrees in writing to make such payments or fulfill such obligations. Buyer shall cooperate with Seller in seeking to obtain such Consents.

5.05 Amendment to Schedules. Until the fifth (5th) Business Day before Closing, Seller shall have the right (but not the obligation) to supplement the Schedules relating to the representations and warranties set forth in Article 3 with respect to any matters first occurring subsequent to the Execution Date. Except to the extent such updates are a direct result of actions taken with Buyer's consent pursuant to Section 5.02 prior to Closing, any such supplement shall not be considered for purposes of determining if Buyer's Closing conditions have been met under Section 7.01 or for determining any remedies available under this Agreement; *provided*, *however*, that if Closing occurs, then such supplements for matters first occurring after February 15, 2018 shall be incorporated into Seller's disclosure Schedules and any claim related to such matters disclosed in the supplements shall be deemed waived and Buyer shall not be entitled to make a claim thereon under this Agreement or otherwise with respect to such matters.

5.06 Successor Operator. While Buyer acknowledges that it desires to succeed Seller (or its Affiliates) as operator of those Assets or portions thereof that Seller (or its Affiliates) may presently operate, Buyer acknowledges and agrees that Seller cannot and does not covenant or warrant that Buyer shall become successor operator of such Assets because the Assets or portions thereof may be subject to operating or other agreements that control the appointment of a successor operator. Seller agrees, however, that as to the Assets any Seller Party or its Affiliate operates, Seller shall use commercially reasonable efforts to support Buyer's efforts to become successor operator of such Assets (to the extent permitted under any applicable operating agreement) effective as of the Closing (at Buyer's sole cost and expense) and to designate or appoint, to the extent legally possible and permitted under any applicable operating agreement, Buyer as successor operator of such Assets effective as of Closing. Seller will provide information reasonably necessary to assist Buyer to obtain all necessary Permits in connection with Buyer's designation as operator as to the Assets Seller presently operates as of Closing.

5.07 Affiliate Contracts. Seller will terminate or cause its respective Affiliates to terminate, effective as of the Closing Date, any contracts or agreements between Seller and its Affiliates insofar and only insofar as such contracts or agreements relate to or bind the Assets.

5.08 Drilling Permits. During the period following the Execution Date until the Closing, if reasonably requested by Buyer, (1) Seller will execute and file any applications or instruments prepared by Buyer that are necessary to obtain drilling permits to be used with respect to the future development of the Assets with the applicable Governmental Bodies, and (2) and agreed to by Seller in its sole discretion, object to any application for drilling permit filed by a Third Party or otherwise participate in a hearing related to such objection in consultation with Buyer; *provided* that Buyer will reimburse Seller for any reasonable, documented out-of-pocket costs incurred in connection therewith..

5.09 Contracts Affecting Excluded Properties. From the Execution Date until April 30, 2018 the Parties will cooperate to negotiate any agreements, including joint operating agreements, that relate to both the Assets and the Excluded Properties.

ARTICLE 6
OTHER COVENANTS

6.01 Notification and Cure. Between the Execution Date and the Closing Date, Buyer shall promptly notify Seller in writing and Seller shall promptly notify Buyer in writing if Seller or Buyer, as applicable, obtain Knowledge of any Breach, in any material respect, of the other Party's representations and warranties or covenants as of the Execution Date, or of an occurrence after the Execution Date that would cause or constitute a Breach, in any material respect, of any such representation and warranty or covenant had such representation and warranty or covenants been made as of the time of occurrence or discovery of such fact or condition; *provided* that failure to provide such notice shall not limit a Party's rights or remedies under this Agreement with respect to such Breach. If any of Buyer's or Seller's representations or warranties are untrue or shall become untrue in any material respect between the Execution Date and the Closing Date, or if any of Buyer's or Seller's covenants or agreements to be performed or observed prior to or on the Closing Date shall not have been so performed or observed in any material respect, and if such breach of representation, warranty, covenant or agreement shall (if curable) be fully cured by the Closing (or, if the Closing does not occur, by the date set forth in Section 9.01(d)), then such breach shall be considered not to have occurred for all purposes of this Agreement.

6.02 Satisfaction of Conditions. Between the Execution Date and the Closing Date (a) Seller shall use commercially reasonable efforts to cause the conditions in Article 7 to be satisfied, and (b) Buyer shall use commercially reasonable efforts to cause the conditions in Article 8 to be satisfied; *provided, however*, that if Seller or Buyer, as applicable, is unable to satisfy such conditions after using such commercially reasonable efforts, such failure to satisfy shall not constitute a Breach of this Agreement.

6.03 Replacement of Insurance, Bonds, Letters of Credit, and Guaranties.

(a) The Parties understand that none of the insurance currently maintained by Seller or Seller's Affiliates covering the Assets, nor any of the bonds, letters of credit, or guaranties, if any, posted by Seller or Seller's Affiliates with Governmental Bodies or co-owners and relating to the Assets will be transferred to Buyer. On or before the Closing Date, Buyer shall obtain, and deliver to Seller evidence of, all necessary replacement bonds, letters of credit, and guaranties, in each case, as set forth on Schedule 3.22, and evidence of such other authorizations, qualifications, and approvals as may be necessary for Buyer to own and, with respect to Assets currently operated by Seller or its Affiliates, operate the Assets. Promptly following the Closing, Buyer shall obtain or cause to be obtained in the name of Buyer insurance of the types described and in amounts no less than those set forth on Schedule 6.03(a).

(b) Promptly (but in no event later than thirty (30) days) after Closing, Buyer shall, at its sole cost and expense, make all filings with Governmental Bodies necessary to assign and transfer the Assets and title thereto and to comply with applicable Legal Requirements, and Seller shall reasonably assist Buyer with such filings.

6.04 Governmental Reviews. Except for the HSR Act, Seller and Buyer shall (and shall cause their respective Affiliates to), in a timely manner, make all other required filings (if any) with, prepare applications to, and conduct negotiations with Governmental Bodies as required to consummate the Contemplated Transactions. Each Party shall, to the extent permitted pursuant to applicable Legal Requirements, cooperate with and use all reasonable efforts to assist the other with respect to such filings, applications and negotiations. Buyer shall bear the cost of all filing or application fees payable to any Governmental Body with respect to the Contemplated Transactions, regardless of whether Buyer, Seller, or any Affiliate of any of them is required to make the payment.

6.05 Assistance with Financing. Prior to the Closing Date, Seller shall provide, and shall use its commercially reasonable efforts to cause its Affiliates and its and its Affiliates' Representatives to provide, Buyer such cooperation as may be reasonably requested by Buyer with respect to the any financing required for the Contemplated Transactions; *provided*, that such requested cooperation does not materially and adversely interfere with operations of Seller and the Assets and that any information requested by Buyer is reasonably available to Seller or any of its Affiliates or its or their Representatives.

6.06 Exclusivity. In consideration of the expenses that Buyer has incurred and will incur in connection with the transactions contemplated by this Agreement, Seller agrees that, from and after the Execution Date until the Scheduled Closing Date, (a) Seller shall, and shall cause all of its Representatives to, immediately terminate all discussions, communications and negotiations with Third Parties (other than Seller's Representatives) regarding the purchase or sale of all or any portion of the Assets and (b) neither Seller nor any of its Representatives shall initiate, solicit, encourage or negotiate any proposal or offer from any Person to acquire, directly or indirectly, all or any portion of the Assets.

6.07 Suspense Funds. Except to the extent such information has been delivered to Buyer pursuant to Section 13.01, Seller shall deliver to Buyer such file(s) that reasonably contain the following information: the owner name, the owner social security number or federal ID number, reason for suspense, and the amount of such Suspense Funds payable for each entry, together with monthly line item production detail including gross and net volumes and deductions for all suspense entries and other supporting documentation reasonably necessary for Buyer to verify the existence of the amount of such Suspense Funds; *provided* that nothing in this Section 6.07 shall require Seller to prepare, produce or otherwise generate any new or additional reports that Seller does not prepare, produce or generate in the ordinary course of business.

ARTICLE 7
CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

7.01 Accuracy of Representations. All of Seller's representations and warranties in this Agreement must have been true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Execution Date, and must be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Closing Date as if made on the Closing Date, other than any such representation and warranty that refers to a specified date, which need only be true and correct in all material respects (or, if qualified by materiality, true and correct in all respects) on and as of such specified date.

7.02 Seller's Performance. All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

7.03 No Proceedings. Since the Execution Date, there must not have been commenced or Threatened against Seller, or against any of Seller's Affiliates, any Proceeding (other than any matter initiated by either Buyer or its Affiliates) seeking to restrain, enjoin, or otherwise prohibit or make illegal, or seeking to recover material damages on account of, any of the Contemplated Transactions.

7.04 No Orders. On the Closing Date, there shall be no Order pending or remaining in force of any Governmental Body having appropriate jurisdiction that attempts to restrain, enjoin, or otherwise prohibit the consummation of the Contemplated Transactions, or that grants material damages in connection therewith.

7.05 Necessary Consents and Approvals. All Consents from Governmental Bodies and all approvals from Governmental Bodies required for the Contemplated Transactions, except Consents and approvals of assignments by Governmental Bodies that are customarily obtained after closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

7.06 Closing Deliverables. Seller shall have delivered (or be ready, willing and able to deliver at the Closing) to Buyer the documents and other items required to be delivered by Seller under Section 2.04(a).

7.07 Title Defect Values, Environmental Defect Values, etc. The sum of (i) all Title Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible (*less* the sum of all Title Benefit Values asserted by Seller in good faith), *plus* (ii) the Aggregate Environmental Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible, plus (iii) the aggregate downward Purchase Price adjustments under Section 11.02, *plus* (iv) the aggregate downward Purchase Price adjustments under Section 11.03, *plus* (v) the aggregate amount of all Casualty Losses (as determined by Buyer acting in good faith) shall be less than or equal to twenty-five percent (25%) of the unadjusted Purchase Price.

ARTICLE 8
CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

Seller's obligation to sell the Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller, in whole or in part):

8.01 Accuracy of Representations. All of Buyer's representations and warranties in this Agreement must have been true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Execution Date, and must be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Closing Date as if made on the Closing Date, other than any such representation and warranty that refers to a specified date, which need only be true and correct in all material respects (or, if qualified by materiality, true and correct in all respects) on and as of such specified date.

8.02 Buyer's Performance. All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

8.03 No Proceedings. Since the Execution Date, there must not have been commenced or Threatened against Buyer or against any of its Affiliates, any Proceeding (other than any matter initiated by Seller or an Affiliate of Seller) seeking to restrain, enjoin, or otherwise prohibit or make illegal, or seeking to recover material damages on account of, any of the Contemplated Transactions.

8.04 No Orders. On the Closing Date, there shall be no Order pending or remaining in force of any Governmental Body having appropriate jurisdiction that attempts to restrain, enjoin, or otherwise prohibit the consummation of the Contemplated Transactions, or that grants material damages in connection therewith.

8.05 Necessary Consents and Approvals. All Consents from Governmental Bodies and all approvals from Governmental Bodies required for the Contemplated Transactions, except Consents and approvals of assignments by Governmental Bodies that are customarily obtained after closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

8.06 Closing Deliverables. Buyer shall have delivered (or be ready, willing and able to deliver at the Closing) to Seller the documents and other items required to be delivered by Buyer under Section 2.04(b).

8.07 Qualifications. Buyer shall have obtained all authorizations, qualifications, and approvals required to be obtained prior to Closing under Section 6.03(a).

8.08 Title Defect Values, Environmental Defect Values, etc. The sum of (i) all Title Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible (*less* the sum of all Title Benefit Values asserted by Seller in good faith), *plus* (ii) the Aggregate Environmental Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible, plus (iii) the aggregate downward Purchase Price adjustments under Section 11.02, *plus* (iv) the aggregate downward Purchase Price adjustments under Section 11.03, *plus* (v) the aggregate amount of all Casualty Losses (as determined by Buyer acting in good faith) shall be less than or equal to twenty-five percent (25%) of the unadjusted Purchase Price.

ARTICLE 9
TERMINATION

9.01 Termination Events. This Agreement may, by written notice given prior to or at the Closing, be terminated:

(a) by mutual written consent of Seller and Buyer;

(b) by Buyer, if Seller has committed a material Breach of this Agreement and such Breach causes any of the conditions to Closing set forth in Article 7 not to be satisfied (or, if prior to Closing, such Breach is of such a magnitude or effect that it will not be possible for such condition to be satisfied at Closing); *provided*, *however*, that in the case of a Breach that is capable of being cured, Seller shall have a period of ten (10) Business Days following receipt of such notice to attempt to cure the Breach and the termination under this Section 9.01(b) shall not become effective unless Seller fails to cure such Breach prior to the end of such ten (10) Business Day period; *provided*, *further*, if (i) Seller's conditions to Closing have been satisfied in full, (ii) Buyer is not in material Breach of the terms of this Agreement and (iii) all of Buyer's conditions to Closing have been satisfied or waived in writing by Buyer in full, then the refusal or willful or negligent delay by Seller to timely close the Contemplated Transactions shall constitute a material Breach of this Agreement;

(c) by Seller, if Buyer has committed a material Breach of this Agreement and such Breach causes any of the conditions to Closing set forth in Article 8 not to be satisfied (or, if prior to Closing, such Breach is of such a magnitude or effect that it will not be possible for such condition to be satisfied at Closing); *provided*, *however*, that in the case of a Breach that is capable of being cured, Buyer shall have a period of ten (10) Business Days following receipt of such notice to attempt to cure the Breach and the termination under this Section 9.01(c) shall not become effective unless Buyer fails to cure such Breach prior to the end of such ten (10) Business Day period; *provided*, *further*, if (i) Buyer's conditions to Closing have been satisfied in full, (ii) Seller is not in material Breach of the terms of this Agreement and (iii) all of Seller's conditions to Closing have been satisfied or waived in writing by Seller in full, then the refusal or willful or negligent delay by Buyer to timely close the Contemplated Transactions shall constitute a material Breach of this Agreement;

(d) by either Seller or Buyer if the Closing has not occurred on or before March 31, 2018, (the "Outside Date"), or such later date as the Parties may agree upon in writing; *provided* that such failure does not result primarily from the terminating Party's material Breach of this Agreement;

(e) by either Seller or Buyer if (i) any Legal Requirement has made the consummation of the Contemplated Transactions illegal or otherwise prohibited, or (ii) a Governmental Body has issued an Order, or taken any other action permanently restraining, enjoining, or otherwise prohibiting the consummation of the Contemplated Transactions, and such order, decree, ruling, or other action has become final and nonappealable;

(f) by Seller if Buyer fails to deposit the Deposit Amount into the Escrow Account on or before 5:00 p.m. (Central Time) on the first (1st) Business Day after the Execution Date;

(g) by Seller if the Closing condition in Section 8.08 is not satisfied (or not possible of being satisfied) at Closing; or

(h) by Buyer if the Closing condition in Section 7.07 is not satisfied (or not possible of being satisfied) at Closing.

9.02 Effect of Termination; Distribution of the Deposit Amount.

(a) If this Agreement is terminated pursuant to Section 9.01, all further obligations of the Parties under this Agreement shall terminate; *provided* that (a) except to the extent Seller has received the Deposit Amount as liquidated damages pursuant to Section 9.02(b), the termination of this Agreement shall not relieve any Party from liability for any breach or failure to perform or observe in any material respect any of its agreements or covenants contained herein (and the other Party shall be entitled to all remedies available at law or in equity with respect thereto) and (b) the following provisions shall survive the termination: Article 1, Sections 9.02, 10.03(c), 10.06, 10.07, 10.10, 10.11, 10.12, Article 13 (other than Section 13.01) and any such terms as set forth in this Agreement that are necessary to give context to any of the foregoing surviving Sections.

(b) Notwithstanding anything to the contrary in Section 9.02(a):

(i) If Seller has the right to terminate this Agreement (A) pursuant to Section 9.01(c) or (B) pursuant to Section 9.01(d), if at such time Seller could have terminated this Agreement pursuant to Section 9.01(c) (without regard to any cure periods contemplated therein), then, in either case, Seller shall have the right, at its sole discretion, to either (1) enforce specific performance by Buyer of this Agreement, without posting any bond or the necessity of proving the inadequacy as a remedy of monetary damages, in which event the Deposit Amount will be applied as called for herein, or (2) if Seller does not seek and successfully enforce specific performance, terminate this Agreement and receive the Deposit Amount as liquidated damages (and not as a penalty). If Seller elects to terminate this Agreement pursuant to this Section 9.02(b)(i) and receive the Deposit Amount as liquidated damages, (x) the Parties shall, within two (2) Business Days of Seller's election, execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Seller and (y) Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(ii) If Buyer has the right to terminate this Agreement (A) pursuant to Section 9.01(b) or (B) pursuant to Section 9.01(d), if at such time Buyer could have terminated this Agreement pursuant to Section 9.01(b) (without regard to any cure periods contemplated therein), then, in either case, Buyer shall have the right, at its sole discretion, to either (1) enforce specific performance by Buyer of this Agreement, without posting any bond or the necessity of proving the inadequacy as a remedy of monetary damages, in which event the Deposit Amount will be applied as called for herein, or (2) if Buyer does not seek and successfully enforce specific performance, terminate this Agreement and (in addition to retention of the Deposit Amount) seek to recover its actual damages from Seller. If Buyer elects to terminate this Agreement pursuant to this Section 9.02(b)(ii) and seek its actual damages, the Parties shall, within two (2) Business Days of Buyer's election, (x) execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Buyer and (y) Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(c) The Parties recognize that the actual damages resulting from Seller's termination of this Agreement pursuant to Section 9.02(b)(i) would be difficult or impossible to ascertain with reasonable certainty and agree that the Deposit Amount would be a reasonable estimate of such damages.

(d) If this Agreement is terminated by either Buyer or Seller pursuant to Section 9.01 for any reason other than as described in Section 9.02(b), then, in any such case, the Parties shall, within two (2) Business Days of such termination, execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Buyer.

9.03 Return of Records Upon Termination. Upon termination of this Agreement, (a) Buyer shall promptly return to Seller or destroy (at Seller's option) all title, engineering, geological and geophysical data, environmental assessments and reports, maps, documents and other information furnished by Seller to Buyer in connection with its due diligence investigation of the Assets and (b) an officer of Buyer shall certify Buyer's compliance with the preceding clause (a) to Seller in writing.

ARTICLE 10
INDEMNIFICATION; REMEDIES

10.01 Survival. The survival periods for the various representations, warranties, covenants and agreements contained herein shall be as follows: (a) Fundamental Representations shall survive indefinitely, (b) the representations and warranties in Section 3.04 and the covenants and agreements in Section 2.07(b) and Section 13.02 shall survive for the applicable statute of limitations plus sixty (60) days, (c) the special warranty of Defensible Title set forth in the Instruments of Conveyance shall survive for thirty six (36) months after Closing, (d) all covenants and agreements of Seller to be performed at or following the Closing shall survive until fully performed (*provided*, that the covenants of Seller set forth in Section 13.02 shall survive for the applicable statute of limitations plus sixty (60) days), (e) all other representations, warranties, and pre-Closing covenants and agreements of Seller shall survive for twelve (12) months after Closing, (f) the representations and warranties of Buyer in Sections 4.01, 4.02, and 4.03 shall survive indefinitely and (g) all other representations, warranties, covenants and agreements of Buyer shall survive for the applicable statute of limitations plus sixty (60) days. Representations, warranties, covenants and agreements shall be of no further force and effect after the date of their expiration; *provided* that there shall be no termination of any bona fide claim asserted pursuant to this Agreement with respect to such a representation, warranty, covenant or agreement prior to its expiration date. The indemnities in Sections 10.02(a), 10.02(b), 10.03(a) and 10.03(b) shall terminate as of the termination date of each respective representation, warranty, covenant or agreement that is subject to indemnification thereunder, except in each case as to matters for which a specific written claim for indemnity has been delivered to the indemnifying person on or before such termination date. The indemnities in Section 10.02(c) (with respect only to clauses (g) and (i) in the definition of Retained Liabilities) shall survive for the applicable statute of limitations plus sixty (60) days. The indemnities in Section 10.02(c) (with respect to Retained Liabilities described in clauses (a), (b), (c), (j) and (k) shall continue for eighteen (18) months following the Closing Date. The indemnities in Section 10.02(c) (with respect to Retained Liabilities other than those described in clauses (a), (b), (c), (g), (i), (j) and (k) in the definition of Retained Liabilities) shall continue indefinitely. All other indemnities, and all other provisions of this Agreement, shall survive the Closing without time limit except as may otherwise be expressly provided herein.

10.02 Indemnification and Payment of Damages by Seller. Except as otherwise limited in this Article 10, from and after the Closing, Seller shall defend, release, indemnify, and hold harmless Buyer Group from and against, and shall pay to the Buyer Group the amount of, any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of their respective rights under this Agreement arising from, based upon, related to, or associated with:

(a) any Breach of any representation or warranty made by Seller in this Agreement, or in any certificate delivered by Seller pursuant to this Agreement;

(b) any Breach by Seller of any covenant, obligation, or agreement of Seller in this Agreement;

(c) the Retained Liabilities;

(d) the use, ownership or operation of the Excluded Assets; and

(e) the use, ownership or operation of the Retained Assets.

Notwithstanding anything to the contrary contained in this Agreement, after the Closing, the remedies provided in this Article 10, Article 11, and Section 13.17, along with the special warranty of Defensible Title set forth in the Instruments of Conveyance, are Buyer Group's exclusive legal remedies against Seller with respect to this Agreement and the Contemplated Transactions (other than with respect to Retained Liabilities for which the indemnities in Section 10.02(c) have expired prior to the expiration of the applicable statute of limitations plus sixty days for which the additional remedies against Seller described in this Section 10.02 below are permitted), including breaches of the representations, warranties, covenants, obligations, and agreements of the Parties contained in this Agreement or the affirmations of such representations, warranties, covenants, obligations, and agreements contained in the certificate delivered by Seller at Closing pursuant to Section 2.04(a)(iii); and, except for such exclusive remedies, **BUYER RELEASES SELLER GROUP FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, PROCEEDINGS, OR OTHER LEGAL RIGHTS AND REMEDIES OF BUYER GROUP, KNOWN OR UNKNOWN, WHICH BUYER MIGHT NOW OR SUBSEQUENTLY HAVE, BASED ON, RELATING TO OR IN ANY WAY ARISING OUT OF THIS AGREEMENT, THE CONTEMPLATED TRANSACTIONS, THE OWNERSHIP, USE OR OPERATION OF THE ASSETS PRIOR TO THE CLOSING, OR THE CONDITION, QUALITY, STATUS, OR NATURE OF THE ASSETS PRIOR TO THE CLOSING, INCLUDING ANY AND ALL CLAIMS RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY OR VIOLATIONS OF ENVIRONMENTAL LAWS AND INCLUDING RIGHTS TO CONTRIBUTION UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, AS AMENDED, BREACHES OF STATUTORY OR IMPLIED WARRANTIES, NUISANCE, OR OTHER TORT ACTIONS, RIGHTS TO PUNITIVE DAMAGES, COMMON LAW RIGHTS OF CONTRIBUTION, AND RIGHTS UNDER INSURANCE MAINTAINED BY SELLER OR ANY OF SELLER'S AFFILIATES. NOTHING IN THIS AGREEMENT OR OTHERWISE SHALL RELEASE OR RELIEVE SELLER FOR ACTUAL FRAUD**. Notwithstanding the foregoing provisions of this Section 10.02, with respect to any Retained Liabilities for which the indemnities in Section 10.02(c) have expired prior to the expiration of the applicable statute of limitations plus sixty days, Buyer Group shall have the right to seek any remedy available to Buyer Group against Seller, whether at law or in equity.

10.03 Indemnification and Payment of Damages by Buyer. Except as otherwise limited in this Article 10 and in Article 11, from and after the Closing, Buyer shall assume, be responsible for, pay on a current basis, and shall defend, release, indemnify, and hold harmless Seller Group from and against, and shall pay to Seller Group the amount of any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of their respective rights under this Agreement arising from, based upon, related to, or associated with:

(a) any Breach of any representation or warranty made by Buyer in this Agreement or in any certificate delivered by Buyer pursuant to this Agreement;

(b) any Breach by Buyer of any covenant, obligation, or agreement of Buyer in this Agreement;

(c) any Damages arising out of or relating to Buyer's and its Representatives access hereunder to the Assets and contracts, books and records and other documents and data relating thereto prior to the Closing, including Buyer's title and environmental inspections pursuant to Sections 11.01 and 11.09, including Damages attributable to personal injury, illness or death, or property damage, except, in each case, to the extent such Damages result from Seller Group's gross negligence or willful misconduct; and

(d) the Assumed Liabilities.

Notwithstanding anything to the contrary contained in this Agreement, from and after the Closing, the remedies provided in this Article 10 and Section 13.17 are Seller Group's exclusive legal remedies for Buyer's Breaches, all other legal rights and remedies being expressly waived by Seller Group; *provided* that Seller is entitled to any equitable remedies available under applicable Legal Requirements in connection with any Breach by Buyer of Article 13. Buyer shall have no obligation to indemnify any of Seller Group for any Damages for which Seller is obligated to indemnify the Buyer Group pursuant to Section 10.02.

10.04 Indemnity Net of Insurance. The amount of any Damages for which an indemnified Party is entitled to indemnity under this Article 10 shall be reduced by the amount of insurance or indemnification proceeds realized by the indemnified Party or its Affiliates with respect to such Damages (net of any collection costs, and excluding the proceeds of any insurance policy issued or underwritten, or indemnity granted, by the indemnified Party or its Affiliates).

10.05 Limitations on Liability. Except with respect to the Fundamental Representations and the representations and warranties included in Section 3.04, if the Closing occurs, Seller shall not have any liability for any indemnification under Section 10.02(a): (a) for any Damages with respect to any occurrence, claim, award or judgment with respect to that do not individually exceed One Hundred Thousand Dollars ($100,000) net to Seller's interest (the "Individual Claim Threshold"); or (b) unless and until the aggregate Damages for which claim notices for claims meeting the Individual Claim Threshold are delivered by Buyer exceed two percent (2%) of the unadjusted Purchase Price, and then only to the extent such Damages exceed two percent (2%) of the unadjusted Purchase Price. Except with respect to the Fundamental Representations and the representations and warranties included in Section 3.04, in no event will Seller be liable for Damages indemnified under Section 10.02(a) to the extent such damages, exceed twenty percent (20%) of the unadjusted Purchase Price. Notwithstanding anything herein to the contrary, (i) in no event will Seller's aggregate liability under this Agreement exceed one hundred percent (100%) of the unadjusted Purchase Price and (ii) the obligations and rights of the Parties hereunder, and the Damages for which any Party is obligated to indemnify or entitled to indemnity under

Section 10.02 or Section 10.03, shall be determined and calculated by excluding and without giving effect to any qualifiers as to materiality or other similar qualifiers set forth in any representation or warranty (including any bring-down of such representation or warranty in any certificate delivered pursuant to this Agreement).

10.06 Procedure for Indemnification--Third Party Claims.

(a) Promptly after receipt by an indemnified party under Section 10.02 or 10.03 of a Third Party claim for Damages or notice of the commencement of any Proceeding against it, such indemnified party shall, if a claim is to be made against an indemnifying Party under such Section, give notice to the indemnifying Party of the commencement of such claim or Proceeding, together with a claim for indemnification pursuant to this Article 10. The failure of any indemnified party to give notice of a Third Party claim or Proceeding as provided in this Section 10.06 shall not relieve the indemnifying Party of its obligations under this Article 10, except to the extent such failure results in insufficient time being available to permit the indemnifying Party to effectively defend against the Third Party claim or participate in the Proceeding or otherwise prejudices the indemnifying Party's ability to defend against the Third Party claim or participate in the Proceeding.

(b) If any Proceeding referred to in Section 10.06(a) is brought against an indemnified party and the indemnified party gives notice to the indemnifying Party of the commencement of such Proceeding, the indemnifying Party shall be entitled to participate in such Proceeding and, to the extent that it wishes (unless (i) the indemnifying Party is also a party to such Proceeding and the indemnified party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying Party fails to provide reasonable assurance to the indemnified party of its financial capacity to defend such Proceeding and provide indemnification with respect to such Proceeding), to assume the defense of such Proceeding with counsel reasonably satisfactory to the indemnified party, and, after notice from the indemnifying Party to the indemnified party of the indemnifying Party's election to assume the defense of such Proceeding, the indemnifying Party shall not, as long as it diligently conducts such defense, be liable to the indemnified party under this Article 10 for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently incurred by the indemnified party in connection with the defense of such Proceeding. If reasonably requested by the indemnifying Party, the indemnified Party agrees to cooperate in contesting any Proceeding which the indemnifying Party elects to contest (at the expense of the indemnifying Party); *provided* that the indemnified Party shall not be required to pursue any cross-claim or counter-claim. Notwithstanding anything to the contrary in this Agreement, the indemnifying Party shall not be entitled to assume or continue control of the defense of any such Proceeding if (A) such Proceeding relates to or arises in connection with any criminal proceeding, (B) such Proceeding seeks an injunction or equitable relief against any indemnified Party, (C) such Proceeding has or would reasonably be expected to result in Damages in excess of the amount set forth in Section 10.05 (i.e., twenty percent (20%) of the unadjusted Purchase Price), or (D) the indemnifying Party has failed or is failing to defend in good faith such Proceeding. If the indemnifying Party assumes the defense of a Proceeding, no compromise or settlement of such Third Party claims or Proceedings may be effected by the indemnifying Party without the indemnified party's prior written consent unless (A) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other Third Party claims that may be made against

the indemnified party, and (B) the sole relief provided is monetary damages that are paid in full by the indemnifying Party, and (C) the indemnified party shall have no liability with respect to any compromise or settlement of such Third Party claims or Proceedings effected without its consent.

10.07 Procedure for Indemnification – Other Claims. A claim for indemnification for any matter not involving a Third Party claim may be asserted by notice to the Party from whom indemnification is sought.

10.08 Indemnification of Group Members. The indemnities in favor of Buyer and Seller provided in Section 10.02 and Section 10.03, respectively, shall be for the benefit of and extend to such Party's present and former Group members. Any claim for indemnity under this Article 10 by any Group member other than Buyer or Seller must be brought and administered by the relevant Party to this Agreement. No indemnified party other than Buyer and Seller shall have any rights against either Seller or Buyer under the terms of this Article 10 except as may be exercised on its behalf by Buyer or Seller, as applicable, pursuant to this Section 10.08. Each of Seller and Buyer may elect to exercise or not exercise indemnification rights under this Section on behalf of the other indemnified party affiliated with it in its sole discretion and shall have no liability to any such other indemnified party for any action or inaction under this Section.

10.09 Extent of Representations and Warranties.

(a) Notwithstanding anything to the contrary contained in this Agreement, except as and to the extent expressly set forth in this Agreement or in the Instruments of Conveyance, Seller makes no representations or warranties whatsoever, and disclaims all liability and responsibility for any representation, warranty, statement, or information made or communicated (orally or in writing) to Buyer (including any opinion, information, or advice that may have been provided to Buyer or its affiliates or representatives by any Affiliates or Representatives of Seller or by any investment bank or investment banking firm, any petroleum engineer or engineering firm, Seller's counsel, or any other agent, consultant, or Representative of Seller). Without limiting the generality of the foregoing, except as and to the extent expressly set forth in this Agreement or in the Instruments of Conveyance, Seller expressly disclaims and negates any representation or warranty, express, implied, at common law, by statute, or otherwise, relating to (a) the title to any of the Assets, (b) the condition of the Assets (including any implied or express warranty of merchantability, fitness for a particular purpose, or conformity to models or samples of materials), it being distinctly understood that the Assets are being sold "As Is," "Where Is," and "With All Faults As To All Matters," (c) any infringement by Seller of any patent or proprietary right of any Third Party, (d) any information, data, or other materials (written or oral) furnished to Buyer by or on behalf of Seller (including the existence or extent of Hydrocarbons or the mineral reserves, the recoverability of such reserves, any product pricing assumptions, and the ability to sell Hydrocarbon production after the Closing), and (e) the environmental condition and other condition of the Assets and any potential liability arising from or related to the Assets.

(b) Buyer acknowledges and affirms that it has made its own independent investigation, analysis, and evaluation of the Contemplated Transactions and the Assets (including Buyer's own estimate and appraisal of the extent and value of Seller's Hydrocarbon reserves attributable to the Assets and an independent assessment and appraisal of the environmental risks

associated with the acquisition of the Assets). Buyer acknowledges that in entering into this Agreement, it has relied on the aforementioned investigation and the express representations, warranties, covenants and agreements of Seller contained in this Agreement and the Seller Closing Documents. Buyer hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim, or commencing, instituting, or causing to be commenced, any Proceeding of any kind against Seller or its Affiliates, alleging facts contrary to the foregoing acknowledgment and affirmation.

10.10 Compliance With Express Negligence Test. The Parties agree that any indemnity, defense, and/or release obligation arising under this Agreement shall apply without regard to the negligence, strict liability, or other fault of the indemnified party, whether active, passive, joint, concurrent, comparative, contributory or sole, or any pre-existing condition, any breach of contract or breach of warranty, or violation of any legal requirement, except to the extent such damages were occasioned by the gross negligence or willful misconduct of the indemnified party or any group member thereof, it being the Parties' intention that Damages to the extent arising from the gross negligence or willful misconduct of the indemnified party or any group member thereof not be covered by the release, defense, or indemnity obligations in this Agreement. The foregoing is a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

10.11 Limitations of Liability. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Seller or Buyer ever be liable for, and each Party releases the other from, any consequential, special, indirect, exemplary, or punitive damages or claims relating to or arising out of the Contemplated Transactions or this Agreement; *provided, however*, that any consequential, special, indirect, exemplary, or punitive damages recovered by a Third Party (including a Governmental Body, but excluding any Affiliate of any Group member) against a Person entitled to indemnity pursuant to this Article 10 shall be included in the Damages recoverable under such indemnity. Notwithstanding the foregoing, lost profits shall not be excluded by this provision as to recovery hereunder to the extent constituting direct Damages.

10.12 No Duplication. Any liability for indemnification hereunder shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability constituting a Breach of more than one representation, warranty, covenant, obligation, or agreement herein. Neither Buyer nor Seller shall be liable for indemnification with respect to any Damages based on any sets of facts to the extent the Purchase Price is being or has been adjusted pursuant to Section 2.05 by reason of the same set of facts.

10.13 Disclaimer of Application of Anti-Indemnity Statutes. Seller and Buyer acknowledge and agree that the provisions of any anti-indemnity statute relating to oilfield services and associated activities shall not be applicable to this Agreement and/or the Contemplated Transactions.

10.14 Waiver of Right to Rescission. Seller and Buyer acknowledge that, following the Closing, the payment of money, as limited by the terms of this Agreement, shall be adequate compensation for Breach of any representation, warranty, covenant or agreement contained herein or for any other claim arising in connection with or with respect to the Contemplated Transactions.

As the payment of money shall be adequate compensation, following Closing, Seller and Buyer waive any right to rescind this Agreement or any of the transactions contemplated hereby.

10.15 Joint and Several. Each Seller shall be jointly and severally liable for each representation, warranty, covenant, agreement, indemnification obligation and Breach of this Agreement and the Seller Closing Documents by each other Seller.

ARTICLE 11
TITLE MATTERS AND ENVIRONMENTAL MATTERS; PREFERENTIAL PURCHASE RIGHTS; CONSENTS

11.01 Title Examination and Access. Buyer may make or cause to be made at its expense such examination as it may desire of Seller's title to the Assets. For such purposes, until the Defect Notice Date, Seller shall give to Buyer and its Representatives access during Seller's regular hours of business to originals or copies (including electronic copies if available), of all of the files, records, contracts, correspondence, maps, data, reports, plats, abstracts of title, lease files, well files, unit files, division order files, production marketing files, title opinions, title files, title records, ownership maps, surveys, and any other information, data, records, and files that Seller has relating in any way to the title to the Assets, the past or present operation thereof, and the marketing of production therefrom, in accordance with, and subject to the limitations in, Section 5.01.

11.02 Preferential Purchase Rights. Seller shall as promptly as possible but no later than ten (10) Business Days after the Execution Date provide all notices necessary to comply with or obtain the waiver of all Preferential Purchase Rights which are applicable to the Contemplated Transactions prior to the Closing Date and in accordance with Section 5.04. To the extent any such Preferential Purchase Rights are exercised by any holders thereof, then the Asset(s) subject to such Preferential Purchase Rights shall not be sold to Buyer and shall be excluded from the Assets and sale under this Agreement and shall be considered Retained Assets. The Purchase Price shall be adjusted downward by the Allocated Value of the Asset(s) so retained. On the Closing Date, if the time period for exercising any Preferential Purchase Right has not expired, but no notice of waiver (nor of the exercise of such Preferential Purchase Right) has been received from the holder thereof, then the Asset(s) subject to such Preferential Purchase Right shall be included in the Closing, with no adjustment to the Purchase Price. After the Closing, if the holder of such Preferential Purchase Right exercises the Preferential Purchase Right, then Buyer shall convey the affected Asset(s) to such party, and shall receive the consideration for such affected Asset(s) directly from such party. If any holder of a Preferential Purchase Right initially elects to exercise that Preferential Purchase Right, but after the Closing Date, refuses to consummate the purchase of the affected Asset(s), then, subject to the Parties' respective rights and remedies as to the obligation to consummate the Contemplated Transactions, Buyer shall purchase such Asset(s) for the Allocated Value thereof (subject to the adjustments pursuant to Section 2.05), and the closing of such transaction shall take place on a date designated by Seller not more than one hundred eighty (180) days after the Closing Date. If such holder's refusal to consummate the purchase of the affected Asset(s) occurs prior to the Closing Date, then, subject to the Parties' respective rights and remedies as to the obligation to consummate the Contemplated Transactions, Buyer shall purchase the affected Asset(s) at the Closing in accordance with the terms of this Agreement.

11.03 Consents. Seller shall as soon as practicable but no later than ten (10) Business Days after the Execution Date provide all notices in compliance with the contractual provisions applicable thereto required to comply with or obtain all Consents required for the transfer of the Assets in accordance with Section 5.04.

(a) If Seller fails to obtain any Consent necessary for the transfer of any Asset to Buyer, Seller's failure shall be handled as follows:

(i) If the Consent is not a Required Consent and the Consent has not been denied in writing, then the affected Assets shall nevertheless be conveyed at the Closing as part of the Assets. Any Damages that arise due to the failure to obtain such Consent shall be borne by Buyer, and Buyer shall defend, release, indemnify and hold harmless Seller Group from and against the same.

(ii) If the Consent is a Required Consent or the Consent has been denied in writing, the Purchase Price shall be adjusted downward by the Allocated Value of the affected Assets (which affected Assets shall include all Leases and Wells affected by the Applicable Contract or Lease for which a Consent is refused), and the affected Assets shall be treated as Retained Assets.

(b) Notwithstanding the provisions of Section 11.03(a), if Seller obtains a Required Consent described in Section 11.03(a)(ii) within one hundred eighty (180) days after the Closing, then Seller shall promptly deliver conveyances of the affected Asset(s) to Buyer and Buyer shall pay to Seller an amount equal to the Allocated Value of the affected Asset(s) in accordance with wire transfer instructions provided by Seller (subject to the adjustments set forth in Section 2.05).

11.04 Title Defects. Buyer shall notify Seller of Title Defects ("Title Defect Notice(s)") promptly after the discovery thereof, but in no event later than 5:00 p.m. Central Time on February 15, 2018 (the "Defect Notice Date"). To be effective, each Title Defect Notice shall be in writing and include (a) a description of the alleged Title Defect and the Well or Section, and, if applicable, Lease or Fee Mineral (including by the currently producing formation or Target Formation, as applicable) affected by such alleged Title Defect (each such Well or Section, a "Title Defect Property"), (b) the Allocated Value of each Title Defect Property, (c) supporting documents reasonably necessary for Seller to verify the existence of the alleged Title Defect, (d) Buyer's preferred manner of curing such Title Defect, and (e) the amount by which Buyer reasonably believes the Allocated Value of each Title Defect Property is reduced by such alleged Title Defect and the computations upon which Buyer's belief is based (the "Title Defect Value"). To give Seller an opportunity to commence reviewing and curing Title Defects, Buyer agrees to use reasonable efforts to give Seller, on a weekly basis prior to the Defect Notice Date, written notice of all alleged Title Defects (as well as any claims that would be claims under the special warranty of Defensible Title set forth in the Instruments of Conveyance) discovered by Buyer during the preceding week; *provided*, that the failure to provide any such preliminary notice shall not affect Buyer's right to assert Title Defects at any time prior to the Defect Notice Date. Notwithstanding anything herein to the contrary, subject to Buyer's rights under the Instruments of Conveyance, Buyer forever waives, and Seller shall have no liability for, Title Defects not asserted by a Title Defect Notice meeting substantially all of the requirements set forth in the preceding sentence no later than 5:00 p.m. Central Time on the Defect Notice Date.

11.05 Title Defect Value. The Title Defect Value shall be determined pursuant to the following guidelines, where applicable:

(a) if the Parties agree on the Title Defect Value, then that amount shall be the Title Defect Value;

(b) if the Title Defect is an Encumbrance that is undisputed and liquidated in amount, then the Title Defect Value shall be the amount necessary to be paid to remove the Title Defect from the Title Defect Property;

(c) if the Title Defect with respect to a Well represents a discrepancy between (i) Seller's Net Revenue Interest for a Well or Weighted Average Net Revenue Interests for a Section and (ii) the Net Revenue Interest set forth for such Well in Schedule 2.07(a) or the Weighted Average Net Revenue Interest set forth for such Section in Schedule 2.07(b), then the Title Defect Value shall be the product of the Allocated Value of such Title Defect Property, *multiplied* by a fraction, the numerator of which is the Net Revenue Interest or Weighted Average Net Revenue Interest decrease, as applicable, and the denominator of which is the Net Revenue Interest or Weighted Average Net Revenue Interest set forth for such Title Defect Property in Schedule 2.07(a) or Schedule 2.07(b), as applicable; *provided*, that in the event that such Title Defect results in the Seller's Net Revenue Interest or Weighted Average Net Revenue Interest in the Title Defect Property being equal to or less than 70% (proportionately reduced based on Seller's Working Interest therein), the Title Defect Value for such Title Defect shall be determined pursuant to Section 11.05(d);

(d) if the Title Defect results from a discrepancy between (i) the actual Net Acres for a Section and (ii) the Net Acres set forth on Schedule 2.07(b) for such Section, then the Title Defect Value shall be the product of the Allocated Value of such Section multiplied by a fraction, the numerator of which is the Net Acre decrease and the denominator of which is the Net Acres set forth for such Section in Schedule 2.07(b); and

(e) if the Title Defect represents an obligation or Encumbrance upon or other defect in title to the Title Defect Property of a type not described above, then the Title Defect Value shall be determined by taking into account the Allocated Value of the Title Defect Property, the portion of the Title Defect Property affected by the Title Defect, the legal effect of the Title Defect, the potential economic effect of the Title Defect over the life of the Title Defect Property, the values placed upon the Title Defect by Buyer and Seller and such other reasonable factors as are necessary to make a proper evaluation.

In no event, however, shall the total of the Title Defect Values related to a particular Asset exceed the Allocated Value of such Asset. The Title Defect Value with respect to a Title Defect shall be determined without any duplication of any costs or losses included in any other Title Defect Value hereunder, or for which Buyer otherwise receives credit in the calculation of the Purchase Price.

11.06 Seller's Cure or Contest of Title Defects.

Seller may contest any asserted Title Defect or Buyer's good faith estimate of the Title Defect Value as described in Section 11.06(b) and may seek to cure any asserted Title Defect as described in Section 11.06(a); provided, that absent an election by Seller to cure or dispute an asserted Title Defect prior to Closing pursuant to this Section 11.06, the Asset affected by such Title Defect shall be conveyed to Buyer at Closing and the Purchase Price adjusted downward in an amount equal to the Title Defect Value set forth in the Title Defect Notice for such Title Defect.

(a) Seller shall have the right to cure any Title Defect on or before sixty (60) days after the Defect Notice Date or, if later, after the date of resolution of such Title Defect or the Title Defect Value by an Expert pursuant to Section 11.15 (the "Title Defect Cure Period") by giving written notice to Buyer of its election to cure prior to the Closing Date or, if later, after the applicable Expert Decision date. If Seller elects to cure and:

(i) actually cures the Title Defect ("Cure"), prior to the Closing, then the Asset affected by such Title Defect shall be conveyed to Buyer at the Closing, and no Purchase Price adjustment will be made for such Title Defect; or

(ii) does not cure the Title Defect prior to the Closing, then Seller shall:

(A) convey the affected Asset to Buyer and Buyer shall pay the Title Defect Value attributable to the affected Asset to the Escrow Agent for deposit in the Escrow Account at the Closing; *provided*, *however* that if Seller is unable to Cure the Title Defect within the time provided in this Section 11.06, then Seller shall include a downward adjustment in the Final Settlement Statement equal to the Title Defect Value for such Asset; or

(B) if and only if Buyer agrees to this remedy in its sole discretion, indemnify Buyer against all Damages (up to the Allocated Value of the applicable Title Defect Property) resulting from such Title Defect with respect to such Title Defect Property pursuant to an indemnity agreement prepared by Seller in a form and substance reasonably acceptable to Buyer.

(b) Seller and Buyer shall attempt to agree on the existence and Title Defect Value for all Title Defects. Representatives of the Parties, knowledgeable in title matters, shall meet during the Title Defect Cure Period for this purpose. However, either Party may at any time within ninety (90) days following Closing elect to submit any disputed Title Defect or the Title Defect Value to arbitration in accordance with the procedures set forth in Section 11.15. If a contested Title Defect cannot be resolved prior to Closing, except as otherwise provided herein, (i) the Asset affected by such Title Defect shall nevertheless be conveyed to Buyer at the Closing; (ii) the Purchase Price shall be adjusted downward in an amount equal to the Title Defect Value set forth in the Title Defect Notice for such contested Title Defect for such Asset (the "Disputed Title Amount"), which Disputed Title Amount shall be deposited into the Escrow Account at Closing pending final resolution of such Title Defect; and (iii) within two (2) Business Days following final resolution of such Title Defect in accordance with Section 11.15, Seller and Buyer shall execute and deliver a joint written instruction to the Escrow Agent to release the Disputed Title Amount to Seller or Buyer, as applicable.

11.07 Limitations on Adjustments for Title Defects. Notwithstanding the provisions of Sections 11.04, 11.05 and 11.06, other than with respect to the special warranty of Defensible Title to be provided in the Instruments of Conveyance, Seller shall be obligated to adjust the Purchase Price to account for uncured Title Defects only to the extent that the sum of (x) the aggregate Title Defect Values of all uncured Title Defects (the "Aggregate Title Defect Value") (after taking into account any offsetting Title Benefit Values) *plus* (y) the Aggregate Environmental Defect Value exceeds the Aggregate Defect Deductible. In addition, if the Title Defect Value for any single Well, Lease or Fee Mineral is less than the De Minimis Title Defect Cost, such value shall not be considered in calculating the Aggregate Title Defect Value.

11.08 Title Benefits. If Seller discovers any right, circumstance or condition that operates (a) to increase the Net Revenue Interest in any Well or Weighted Average Net Revenue Interest in any Section above that shown in Schedule 2.07(a) or Schedule 2.07(b), as applicable, to the extent the same does not cause a greater than proportionate increase in Seller's Working Interest therein above that shown in Schedule 2.07(a) or Schedule 2.07(b), as applicable, or (b) to decrease the Working Interest of Seller in any Well below that shown in Schedule 2.07(a), to the extent the same causes a decrease in Seller's Working Interest for such Well that is proportionately greater than the decrease in Seller's Net Revenue Interest therein below that shown in Schedule 2.07(a), or (c) to increase the Net Acres for a Section to an amount greater than the Net Acres for such Section in Schedule 2.07(b) (each, a "Title Benefit"), then Seller shall, from time to time and without limitation, have the right, but not the obligation, to give Buyer written notice of any such Title Benefits (a "Title Benefit Notice"), as soon as practicable but not later than 5:00 p.m. Central Time on the Defect Notice Date, stating with reasonable specificity the Assets affected, the particular Title Benefit claimed, and Seller's good faith estimate of the amount the additional interest increases the value of the affected Assets over and above that Asset's Allocated Value (the "Title Benefit Value"). Buyer shall also promptly furnish Seller with written notice of any Title Benefit (including a description of such Title Benefit and the Assets affected thereby with reasonable specificity (the "Title Benefit Properties")) which is discovered by any of Buyer's or any of its Affiliates' Representatives, employees, title attorneys, landmen, or other title examiners. The Title Benefit Value of any Title Benefit shall be determined by the following methodology, terms and conditions (without duplication): (i) if the Parties agree on the Title Benefit Value, then that amount shall be the Title Benefit Value; (ii) if the Title Benefit represents a discrepancy between (A) Seller's Net Revenue Interest for any Well or Weighted Average Net Revenue Interest for any Section and (B) the Net Revenue Interest set forth for such Well set forth in Schedule 2.07(b) or Weighted Average Net Revenue Interest for any Section set forth in Schedule 2.07(a) (without an increase in Seller's Working Interest in the Title Benefit Property), then the Title Benefit Value shall be the product of the Allocated Value of such Well or Section multiplied by a fraction, the numerator of which is the Net Revenue Interest or Weighted Average Net Revenue Interest increase and the denominator of which is the Net Revenue Interest or Weighted Average Net Revenue Interest set forth for such Well in Schedule 2.07(b) or Section in Schedule 2.07(a); (iii) if the Title Benefit represents an increase in Net Acres of a Section above that set forth in Schedule 2.07(b), then the Title Benefit Value shall be determined by multiplying the Net Acre increase with respect to such Section by Allocated Value for such Section; and (iv) if the Title Benefit is of a type not described above, then the Title Benefit Value shall be determined

by taking into account the Allocated Value of the Title Benefit Property, the portion of such Title Benefit Property affected by such Title Benefit, the legal effect of the Title Benefit, the potential economic effect of the Title Benefit over the life of such Title Benefit Property, the values placed upon the Title Benefit by Buyer and Seller and such other reasonable factors as are necessary to make a proper evaluation.

Seller and Buyer shall attempt to agree on the existence and Title Benefit Value for all Title Benefits on before the end of the Title Defect Cure Period. If Buyer agrees with the existence of the Title Benefit and Seller's good faith estimate of the Title Benefit Value, then the Aggregate Title Defect Value shall be offset by the amount of the Title Benefit Value. If the Parties cannot reach agreement by the end of the Title Defect Cure Period, the Title Benefit or the Title Benefit Value in dispute shall be submitted to arbitration in accordance with the procedures set forth in Section 11.15. Notwithstanding the foregoing, the Parties agree and acknowledge that there shall be no upward adjustment to the Purchase Price for any Title Benefit. If a contested Title Benefit cannot be resolved prior to the Closing, Seller shall convey the affected Asset to Buyer and Buyer shall pay for the Asset at the Closing in accordance with this Agreement as though there were no Title Benefits; *provided, however,* if the Title Benefit contest results in a determination that a Title Benefit exists, then the Aggregate Title Defect Value shall be adjusted downward by the Title Benefit Value as determined in such contest (which adjustment shall be made on the Final Settlement Statement).

11.09 Buyer's Environmental Assessment. Beginning on the Execution Date and ending at 5:00 p.m. Central Time on the Defect Notice Date, Buyer shall have the right, at its sole cost, risk, liability, and expense, to conduct a Phase I Environmental Site Assessment of the Assets. During Seller's regular hours of business and after providing Seller with written notice of any such activities no less than two (2) Business Days in advance (which written notice shall include the written permission of the operator (if other than Seller) and any applicable Third Party operator or other Third Party whose permission is legally required, which Seller shall reasonably cooperate with Buyer in securing), Buyer and its representatives shall be permitted to enter upon the Assets, inspect the same, review all of Seller's files and records (other than those for which Seller has an attorney-client privilege) relating to the Assets, and generally conduct visual, non-invasive tests, examinations, and investigations. No sampling or other invasive inspections of the Assets may be conducted prior to Closing without Seller's prior written consent. Buyer's access shall be in accordance with, and subject to the limitations in, Section 5.01. Notwithstanding anything in this Agreement to the contrary, if (a) Buyer is not granted access to any Asset to conduct its Phase I Environmental Site Assessment of the Assets or (b) Buyer determines in good faith that (based on the results of its Phase I Environmental Site Assessment) sampling or testing of environmental media or operation of equipment is recommended on an Asset and Buyer is not granted permission and access to conduct such activities, then Buyer may elect to exclude such Asset, together with all associated Assets, and reduce the Purchase Price by the Allocated Value of such Assets (which will become Retained Assets

11.10 Environmental Defect Notice. Buyer shall notify Seller in writing of any Environmental Defect (an "Environmental Defect Notice") promptly after the discovery thereof, but in no event later than 5:00 p.m. Central Time on the Defect Notice Date. To be effective, an Environmental Defect Notice shall include: (i) the Lease or Well(s) affected; (ii) a reasonably detailed description of the alleged Environmental Defect and the basis for such assertion under the

terms of this Agreement; (iii) Buyer's good faith estimate of the Environmental Defect Value with respect to such Environmental Defect; and (iv) appropriate documentation reasonably necessary for Seller to substantiate Buyer's claim and calculation of the Environmental Defect Value. Notwithstanding anything herein to the contrary, Buyer forever waives Environmental Defects not asserted by an Environmental Defect Notice meeting substantially all of the requirements set forth in the preceding sentence no later than 5:00 p.m. Central Time on the Defect Notice Date.

11.11 Seller's Exclusion, Cure or Contest of Environmental Defects. Seller, in its sole discretion, (x) may elect to exclude at Closing any Asset (which will become a Retained Asset) affected by an asserted Environmental Defect if the Environmental Defect Value with respect to such Environmental Defect equals or exceeds the Allocated Value of the affected Asset(s) and reduce the Purchase Price by the Allocated Value(s) thereof, (y) may contest any asserted Environmental Defect or Buyer's good faith estimate of the Environmental Defect Value as described in Section 11.11(b) and/or (z) may seek to remediate or cure any asserted Environmental Defect to the extent of the Lowest Cost Response as described in Section 11.11(a); *provided*, if the Environmental Defect Value asserted in the Environmental Defect Notice therefor is equal to or exceeds the Allocated Value of the affected Assets, then Buyer may elect, prior to Closing, to exclude such affected Assets from the Closing, together with all associated Assets, and reduce the Purchase Price by the Allocated Value of such Assets; *provided further* that if Seller elects to contest the existence of such Environmental Defect or the Environmental Defect Value thereof and, the Parties thereafter agree or the Expert Decision thereafter provides that such Environmental Defect does not exist or the Environmental Defect Value thereof does not exceed the Allocated Value, then promptly after such agreement or such Expert Decision, as applicable, Seller will convey such Assets excluded from Closing to Buyer pursuant to an assignment substantially similar to the Assignment and Buyer will pay the Allocated Value therefor (subject to the applicable adjustments set forth in Section 2.05).

(a) Seller shall have the right to remediate or cure an Environmental Defect to the extent of the Lowest Cost Response on or before the Closing Date by giving written notice to Buyer to that effect prior to the Closing Date. If Seller elects to pursue remediation or cure as set forth in this clause (a), Seller shall implement such remediation or cure in a manner that is in compliance with all applicable Legal Requirements in a prompt and timely fashion for the type of remediation or cure. If Seller elects to pursue remediation or cure and:

(i) completes a Complete Remediation of an Environmental Defect prior to the Closing Date, the affected Assets shall be included in the Assets conveyed at Closing, and no Purchase Price adjustment will be made for such Environmental Defect;

(ii) does not complete a Complete Remediation prior to the Closing, unless either Party elects to exclude such Asset(s) in accordance with this Section 11.11, then Seller shall convey the affected Asset(s) to Buyer and the Purchase Price shall be reduced by an amount equal to the Environmental Defect Value for such Asset(s).

(b) Seller and Buyer shall attempt to agree on the existence and Environmental Defect Value of all Environmental Defects. Representatives of the Parties, knowledgeable in environmental matters, shall meet for this purpose. However, a Party may at any time within ninety (90) days following Closing elect to submit any disputed item to arbitration in accordance with the procedures set forth in Section 11.15. If a contested Environmental Defect cannot be resolved prior to the Closing, unless either Party elects to exclude such Asset(s) in accordance with this Section 11.11, (i) the affected Assets (together with any other Assets appurtenant thereto) shall be included with the Assets conveyed to Buyer at Closing; (ii) the Purchase Price shall be reduced by the estimated Environmental Defect Value set forth in the Environmental Defect Notice for such contested Environmental Defect (the "Disputed Environmental Amount"), which Disputed Environmental Amount shall be deposited into the Escrow Account at Closing pending final resolution of such Environmental Defect; and (iii) within two (2) Business Days following final resolution of such Environmental Defect in accordance with Section 11.15, Seller and Buyer shall execute and deliver a joint written instruction to the Escrow Agent to release the Disputed Environmental Amount to Seller or Buyer, as applicable.

11.12 Limitations. Notwithstanding the provisions of Sections 11.10 and 11.11, no adjustment to the Purchase Price for Environmental Defect Values shall be made (excluding instances in which Seller elects to exclude the affected Assets in accordance with Section 11.11), unless and until the sum of (x) the aggregate value of all Environmental Defect Values (the "Aggregate Environmental Defect Value") *plus* (y) the Aggregate Title Defect Value (after taking into account any offsetting Title Benefit Values) exceeds the Aggregate Defect Deductible. If the Environmental Defect Value with respect to any single Environmental Defect is less than the De Minimis Environmental Defect Cost, such cost shall not be considered in calculating the Aggregate Environmental Defect Value.

11.13 Exclusive Remedies. The rights and remedies granted to Buyer in this Agreement are the exclusive rights and remedies against Seller related to any Environmental Condition, or Damages related thereto. Except as set forth in this Agreement, Buyer expressly waives, and releases Seller Group from, any and all other rights and remedies it may have under Environmental Laws against Seller regarding Environmental Conditions, whether for contribution, indemnity, or otherwise. The foregoing is a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

11.14 Casualty Loss and Condemnation. If, after the Execution Date but prior to Closing Date, any portion of the Assets is destroyed or damaged by fire or other casualty or is expropriated or taken in condemnation or under right of eminent domain (a "Casualty Loss"), then, subject to Section 7.07 and Section 8.08, this Agreement shall remain in full force and effect, and Buyer shall nevertheless be required to close the Contemplated Transactions. In the event that the amount of the costs and expenses associated with repairing or restoring the Assets affected by such Casualty Loss exceeds Five Hundred Thousand Dollars ($500,000) net to Seller's interest, (a) Seller must elect by written notice to Buyer prior to Closing either to (x) cause the Assets affected by such Casualty Loss to be repaired or restored, at Seller's sole cost prior to the Closing Date, or (y) reduce the Purchase Price by the amount of the Casualty Loss and (b) Seller shall retain all rights to insurance and other claims against Third Parties with respect to the applicable Casualty Loss except to the extent the Parties otherwise agree in writing. With respect to all other Casualty Losses, Seller shall assign and subrogate to Buyer all rights to insurance and other claims with respect to such Casualty Losses.

11.15 Expert Proceedings.

(a) Each matter referred to this Section 11.15 (a "Disputed Matter") shall be conducted in accordance with the Commercial Arbitration Rules of the AAA as supplemented to the extent necessary to determine any procedural appeal questions by the Federal Arbitration Act (Title 10 of the United States Code), but only to the extent that such rules do not conflict with the terms of this Section 11.15. Any notice from one Party to the other referring a dispute to this Section 11.15 shall be referred to herein as an "Expert Proceeding Notice."

(b) The arbitration shall be held before a one member arbitration panel (the "Expert"), mutually agreed by the Parties. The Expert must (a) be a neutral party who has never been an officer, director or employee of or performed material work for a Party or any Party's Affiliate within the preceding five (5)-year period and (b) agree in writing to keep strictly confidential the specifics and existence of the dispute as well as all proprietary records of the Parties reviewed by the Expert in the process of resolving such dispute. The Expert must have not less than ten (10) years' experience as a lawyer in the State where the Assets giving rise to the Disputed Matter are located with experience in exploration and production issues. If disputes exist with respect to both title and environmental matters, the Parties may mutually agree to conduct separate arbitration proceedings with the title disputes and environmental disputes being submitted to separate Experts. Further, if disputes exist with respect to Assets located in multiple states, the Parties may mutually agree to conduct separate arbitration proceedings with the disputes related to Assets located in each state being submitted to a separate Expert. If, within five (5) Business Days after delivery of an Expert Proceeding Notice, the Parties cannot mutually agree on an Expert, then within seven (7) Business Days after delivery of such Expert Proceeding Notice, each Party shall provide the other with a list of three (3) acceptable, qualified experts, and within ten (10) Business Days after delivery of such Expert Proceeding Notice, the Parties shall each separately rank from one through six in order of preference each proposed expert on the combined lists, with a rank of one being the most preferred expert and the rank of six being the least preferred expert, and provide their respective rankings to the local office of the AAA where the Assets giving rise to the Disputed Matter are located. Based on those rankings, the AAA will appoint the expert with the combined lowest numerical ranking to serve as the Expert for the Disputed Matters. If the rankings result in a tie or the AAA is otherwise unable to determine an Expert using the Parties' rankings, the AAA will appoint an arbitrator from one of the Parties' lists as soon as practicable upon receiving the Parties' rankings. Each Party will be responsible for paying one-half (1/2) of the fees charged by the AAA for the services provided in connection with this Section 11.15(b).

(c) Within five (5) Business Days following the receipt by either Party of the Expert Proceeding Notice, the Parties will exchange their written description of the proposed resolution of the Disputed Matters. Provided that no resolution has been reached, within five (5) Business Days following the selection of the Expert, the Parties shall submit to the Expert the following: (i) this Agreement, with specific reference to this Section 11.15 and the other applicable provisions of this Article 11, (ii) Buyer's written description of the proposed resolution of the Disputed Matters, together with any relevant supporting materials, (iii) Seller's written description of the proposed resolution of the Disputed Matters, together with any relevant supporting materials, and (iv) the Expert Proceeding Notice.

(d) The Expert shall make its determination by written decision within fifteen (15) days following receipt of the materials described in Section 11.15(c) above (the "Expert Decision"). The Expert Decision with respect to the Disputed Matters shall be limited to the selection of the single proposal for the resolution of the aggregate Disputed Matters proposed by a Party that best reflects the terms and provisions of this Agreement, *i.e.*, the Expert must select either Buyer's proposal or Seller's proposal for resolution of the aggregate Disputed Matters.

(e) The Expert Decision shall be final and binding upon the Parties, without right of appeal, absent manifest error. In making its determination, the Expert shall be bound by the rules set forth in this Article 11. The Expert may consult with and engage disinterested Third Parties to advise the Expert, but shall disclose to the Parties the identities of such consultants. Any such consultant shall not have worked as an employee or consultant for either Party or its Affiliates during the five (5)-year period preceding the arbitration nor have any financial interest in the dispute.

(f) The Expert shall act as an expert for the limited purpose of determining the specific matters submitted for resolution herein and shall not be empowered to award damages, interest, or penalties to either Party with respect to any matter. Each Party shall bear its own legal fees and other costs of preparing and presenting its case. All costs and expenses of the Expert shall be borne by the non-prevailing Party in any such arbitration proceeding.

ARTICLE 12
EMPLOYMENT MATTERS

12.01 Seller Benefit Plans. Effective as of the Employee Start Date, the Continuing Employees shall cease to accrue further benefits and shall cease to be active participants under the Seller Benefit Plans. Buyer shall not assume any of the Seller Benefits Plans. From and after each Continuing Employee's Employee Start Date, Seller and its ERISA Affiliates shall retain and shall be solely responsible for all obligations and liabilities under the Seller Benefit Plans, and neither Buyer nor its Affiliates shall have any obligation, liability or responsibility from and after each Continuing Employee's Employee Start Date to or under the Seller Benefit Plans, whether such obligation, liability or responsibility arose before, on or after the Employee Start Date.

12.02 Pre-Employee Start Date Claims under Seller Benefit Plans.

(a) To the extent that an Available Employee was a participant in a Seller Benefit Plan, the Seller Benefit Plans shall be responsible for providing welfare benefits (including medical, hospital, dental, accidental death and dismemberment, life, disability and other similar benefits) to any participating Available Employees for all claims incurred prior to the Employee Start Date under and subject to the generally applicable terms and conditions of such plans. For purposes of this Section 12.02, a claim is incurred with respect to (i) accidental death and dismemberment, disability, life and other similar benefits when the event giving rise to such claim occurred and (ii) medical, hospital, dental and other similar benefits when the services with respect to such claim are rendered.

12.03 Available Employees' Offers and Post-Employee Start Date Employment and Benefits.

(a) Within two (2) Business Days of the Execution Date, Seller shall deliver to Buyer a schedule that includes a list of all Available Employees and a list of those employees described in Section 12.03(e)(ii) (the "Employee Letter"). The Employee Letter shall include the following data: name, job title, salary or wage, bonus eligibility / target, long term incentive eligibility / target, vacation eligibility, start date, and any vehicle described on Exhibit A-6 assigned to the Available Employee by the Seller.

(b) Beginning (10) Business Days following the Execution Date and ending eight (8) Business Days prior to the anticipated Closing Date, Buyer or its Affiliate may make written offers of employment to each of the Available Employees to whom Buyer

elects to make an offer of employment, with such offers providing such Available Employees at least five (5) Business Days to either accept or reject such offers;

(c) No later than the date that is three (3) Business Days prior to the anticipated Closing Date, Buyer shall notify Seller as to each Available Employee who has accepted employment with Buyer or any of its Affiliates, which acceptance shall be conditioned upon the occurrence of the Closing and effective as of the Employee Start Date and may be conditioned on other typical hiring policies, and each Available Employee who has rejected Buyer's offer of employment.

(d) **Buyer shall indemnify and hold harmless Seller and its Affiliates with respect to all Damages relating to or arising out of Buyer's employee selection and employment offer process described in this Section 12.03 (including any claim of discrimination or other illegality in such selection and offer process);**

(e) Buyer shall provide to each Available Employee who is actively at work as of the Employee Start Date or is on a previously scheduled and approved (by Seller or its Affiliates) short-term disability, long-term disability, workers' compensation or other approved leave of absence and accepts an offer of employment from Buyer (the "Continuing Employees"), during the twenty-four (24) month period immediately following the Employee Start Date, (i) base salary/wage rate and bonus and incentive opportunities and other employee benefits that are substantially comparable in the aggregate as the compensation and benefits provided to the Available Employee as of the Execution Date (ii) reemployment or hiring, as applicable, to the Available Employees identified in the Employee Letter as "Inactive Available Employees" (*provided* that, Seller shall have the right until Closing to amend the Employee Letter to designate any Available Employee as an Inactive Available Employee if such employee becomes an Inactive Available Employee following delivery of the Employee Letter) who are not actively at work as of the Employee Start Date due to short-term disability, workers' compensation or other approved leave of absence, such reemployment or hiring to be effective as of the date, if any, each such Available Employee has been cleared for and returns to active employment and to be in a position comparable to that which such Available Employee has prior to the commencement of his or her absence from active employment; *provided* that nothing in the foregoing shall affect the right of Seller and its Affiliates to terminate the employment of an Available Employee for any reason or at any time; and (iii) cash severance benefits for each Continuing Employee who is terminated or is subject to a reduction in base pay or relocation of more than fifty (50) miles during the twenty-four (24) month period immediately following the Employee Start Date as provided in the Severance Plan;

(f) cause each Continuing Employee and his or her eligible dependents (including all such employee's dependents covered immediately prior to the Employee Start Date by a group health plan maintained by Seller or its Affiliates) to be covered under a group health plan maintained by Buyer or its Affiliate that (i) provides major medical and dental benefits coverage to the Continuing Employee and such eligible dependents effective immediately upon the Employee Start Date and (ii) credits or reimburses, at Buyer's option, such Continuing Employee, for the year during which such coverage under such group health plan begins, with any deductibles incurred during such year under a group health plan maintained by Seller or its Affiliates;

(g) provide full service credit for all purposes (other than to the extent that such credit would result in duplication of benefits with respect to the same period of service, and excepting credit for Buyer's long term equity compensation plan) under all vacation, incentive, compensation and employee benefit plans, policies and arrangements made available to Continuing Employees by Buyer or any of its Affiliates on or after the Employee Start Date to the same extent such Continuing Employee's service was recognized under the corresponding type of benefit plans in which such Continuing Employee participated immediately prior to the Employee Start Date, including the severance benefit determinations as set forth in the Severance Plan; and

(h) provide under Buyer's sick pay policy as of the Employee Start Date, the number of such sick pay days, up to a maximum of eighty (80) hours, accrued by each Continuing Employee under Seller's sick pay policy immediately prior to the Employee Start Date.

12.04 Savings Plans. Effective as of the Employee Start Date, Buyer shall establish or maintain a defined contribution pension plan (or plans) and trust (or trusts) intended to qualify under Sections 401(a) and 501(a) of the Code in which all Continuing Employees shall be eligible to participate (the "Buyer Savings Plan") as of the Employee Start Date. Buyer shall cause the Buyer Savings Plan to accept the direct rollover of electing Continuing Employees' benefits in cash and, if applicable, promissory notes from the Seller Benefit Plans.

12.05 Post-Employee Start Date Employment Claims. Buyer shall indemnify, defend and hold Seller and its Affiliates harmless from and against any and all liability of any kind or nature involving or related to the employment of the Continuing Employees by Buyer after the Employee Start Date, including any liability related to any employee benefit plan sponsored or maintained by Buyer or its ERISA Affiliates after the Employee Start Date. Seller shall indemnify, defend and hold Buyer and its Affiliates harmless from and against any and all liability of any kind or nature or related to (a) the employment of any Available Employee who does not become a Continuing Employee, including any liability related to any Seller Benefit Plan and (b) the employment of the Continuing Employees by Seller before the Employee Start Date, including any liability related to any employee benefit plan sponsored or maintained by Seller or its ERISA Affiliates before the Employee Start Date. Any Available Employee who rejects Buyer's offer of employment in Section 12.03 will not be eligible for severance under Seller's Severance Plan.

12.06 Buyer Welfare Plans. Buyer shall cause the waiver of all limitations as to pre-existing conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to the Continuing Employees. Buyer shall provide continuation health care coverage to Continuing Employees and their qualified beneficiaries who incur a qualifying

event, in accordance with the continuation health care coverage requirements of Section 4980B of the Code and Title I, Subtitle B, Part 6 of ERISA ("COBRA") or any similar provisions of state Legal Requirement, on or after the Employee Start Date. Buyer shall provide any required notice under COBRA or any similar provisions of any state Legal Requirement to Continuing Employees in respect of any qualifying event that occurs as a result of the transactions contemplated by this Agreement.

12.07 No Third Party Beneficiary Rights. Nothing herein, expressed or implied, shall confer upon any Available Employees (or any of their beneficiaries or alternate payees) any rights or remedies (including any right to employment or continued employment, or any right to compensation or benefits for any period) of any nature or kind whatsoever, under or by reason of this Agreement or otherwise. In addition, the provisions of this Article 12, are for the sole benefit of the Parties and are not for the benefit of any Third Party.

12.08 Severance Obligation. If any Available Employee is entitled to severance benefits under the Seller's Severance Plan, as a result of a Qualifying Termination caused by the failure of Buyer to give an offer of employment to such Available Employee or the failure of Buyer to give an offer of employment to the Available Employee that would avoid a Qualifying Termination, the Purchase Price will be increased by the amount of severance benefits payable to such Available Employee, *provided* such Available Employee's Qualifying Termination occurs within thirty (30) days of the Employee Start Date.

ARTICLE 13
GENERAL PROVISIONS

13.01 Records. Seller, at Buyer's cost and expense, shall deliver (a) all electronic Records to Buyer as soon as practical on or following the Closing Date (and shall use commercially reasonable efforts to deliver such electronic Records no later than three (3) Business Days following the Closing Date) and (b) originals of all Records to Buyer (FOB Seller's office) within thirty (30) days after the last day of the term of the Transition Services Agreement. With respect to any original Records delivered to Buyer, (a) Seller, subject to Section 13.13, shall be entitled to retain copies of such Records, and (b) Buyer shall retain any such original Records for at least seven (7) years beyond the Closing Date, during which seven (7)-year period Seller shall be entitled to obtain access to such Records, at reasonable business hours and upon prior notice to Buyer, so that Seller may make copies of such original Records, at its own expense, as may be reasonable or necessary for tax purposes or in connection with any Proceeding or Threatened Proceeding against Seller.

13.02 Expenses.

(a) Except as otherwise expressly provided in this Agreement, each Party to this Agreement shall bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants. However, the prevailing Party in any Proceeding brought under or to enforce this Agreement, excluding any expert proceeding pursuant to Section 11.15 or Section 2.05(d), shall be entitled to recover court costs and arbitration costs, as applicable, and reasonable attorneys' fees from the non-prevailing Party or Parties, in addition to any other relief to which such Party is entitled.

(b) All Transfer Taxes and all required documentary, filing and recording fees and expenses in connection with the filing and recording of the assignments, conveyances or other Instruments of Conveyance required to convey title to the Assets to Buyer shall be borne by Buyer. If Buyer determines that this transaction qualifies for one or more Transfer Tax exemptions, Seller shall cooperate with Buyer to obtain the benefit of the exemption. Seller shall retain responsibility for, and shall bear, all Asset Taxes assessed with respect to the Assets for (i) any period ending prior to the Effective Time and (ii) the portion of any Straddle Period ending immediately prior to the Effective Time. If the Closing occurs, all Asset Taxes with respect to the Assets arising on or after the Effective Time (including the portion of any Straddle Period beginning at the Effective Time) shall be allocated to and borne by Buyer. For purposes of allocation between the Parties of Asset Taxes assessed with respect to the Assets for any Straddle Period, (A) Asset Taxes that are attributable to the severance or production of Hydrocarbons shall be allocated based on severance or production occurring before the Effective Time (which shall be Seller's responsibility) and from and after the Effective Time (which shall be Buyer's responsibility); (B) Asset Taxes that are based upon or related to income or receipts or imposed on a transactional basis (other than such Asset Taxes described in clause (A)) shall be allocated based on transactions giving rise to such Asset Taxes occurring before the Effective Time (which shall be Seller's responsibility) and from and after the Effective Time (which shall be Buyer's responsibility); and (C) Asset Taxes that are ad valorem, property or other Asset Taxes imposed on a periodic basis shall be allocated *pro rata* per day between the portion of the Straddle Period ending immediately prior to the Effective Time (which shall be Seller's responsibility) and the portion of the Straddle Period beginning at the Effective Time (which shall be Buyer's responsibility). For purposes of the preceding sentence, any exemption, deduction, credit or other item that is calculated on an annual basis shall be allocated *pro rata* per day between the portion of the Straddle Period ending immediately prior to the Effective Time and the portion of the Straddle Period beginning at the Effective Time. To the extent the actual amount of any Asset Taxes described in this Section 13.02(b) is not determinable at Closing or the Final Settlement Date, Buyer and Seller shall utilize the most recent information available in estimating the amount of such Asset Taxes for purposes of Section 2.05. Upon determination of the actual amount of such Asset Taxes, timely payments will be made from one Party to the other to the extent necessary to cause each Party to bear the amount of such Asset Tax that is allocable to such Party under this Section 13.02(b). Any allocation of Asset Taxes between the Parties shall be in accordance with this Section 13.02(b).

(c) Except as required by applicable Legal Requirements, in respect of Asset Taxes, (i) Seller shall be responsible for timely remitting all Asset Taxes due prior to the Closing Date (subject, in each case, to Seller's right to reimbursement by Buyer under Section 13.02(b)), (ii) Buyer shall be responsible for timely remitting all (A) Asset Taxes due on or after the Closing Date (subject, in each case, to Buyer's right to reimbursement by Seller under Section 13.02(b)), in each case, to the applicable taxing authority, (iii) Seller shall prepare and timely file any Tax Return for Asset Taxes required to be filed for periods ending prior to the Closing Date, and (iv) Buyer shall prepare and timely file any (A) Tax Return for Asset Taxes required to be filed for periods ending on or after the Closing Date (including Tax Returns related to any Straddle Period). Each Party shall indemnify and hold the other Parties harmless for any failure to file such Tax Returns and to make such payments. Buyer shall prepare all such Tax Returns relating

to any Straddle Period on a basis consistent with past practice except to the extent otherwise required by applicable Legal Requirements. Buyer shall provide Seller with a copy of any Tax Return relating to any Straddle Period for Seller's review at least ten (10) days prior to the due date for the filing of such Tax Return (or within a commercially reasonable period after the end of the relevant Taxable period, if such Tax Return is required to be filed less than ten (10) days after the close of such Taxable period), and Buyer shall incorporate all reasonable comments of Seller provided to Buyer in advance of the due date for the filing of such Tax Return.

(d) Buyer and Seller agree to furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Assets, including access to books and records, as is reasonably necessary for the filing of all Tax Returns by Buyer or Seller, the making of any election relating to Taxes, the preparation for any audit by any taxing authority and the prosecution or defense of any claim, suit or proceeding relating to any tax. The Parties agree to retain all books and records with respect to Tax matters pertinent to the Assets relating to any Tax period beginning before the Closing Date until sixty (60) days after the expiration of the statute of limitations of the respective Tax periods (taking into account any extensions thereof) and to abide by all record retention agreements entered into with any taxing authority.

(e) Seller shall be entitled to any and all refunds of Asset Taxes allocated to Seller pursuant to Section 13.02(b), and Buyer shall be entitled to any and all refunds of Asset Taxes allocated to Buyer pursuant to Section 13.02(b). If a Party receives a refund of Asset Taxes to which the other Party is entitled pursuant to this Section 13.02(e), the first Party shall promptly pay such amount to the other Party, net of any reasonable costs or expenses incurred by the first Party in procuring such refund.

13.03 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by fax (with written confirmation of receipt), (c) sent by electronic mail with receipt acknowledged, with the receiving Party affirmatively obligated to promptly acknowledge receipt, or (d) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate recipients, addresses, and fax numbers set forth below (or to such other recipients, addresses, or fax numbers as a Party may from time to time designate by notice to the other Party):

NOTICES TO BUYER:

Wasatch Energy LLC
40 West 57th, 29th Floor
New York, NY 10019
Attention: Kaushik Amin
Fax: (646) 205-6130
E-mail: kaushik.amin@silverpeak.com

NOTICES TO SELLER:

c/o Linn Energy Holdings, LLC
600 Travis Street
Houston, Texas 77002
Attention: Candice J. Wells, General Counsel
Fax: (832) 726-5955
E-mail: CWells@linnenergy.com

With a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
609 Main Street, Suite 4500
Houston, TX 77002
Attention: Anthony Speier, P.C.
Rahul Vashi
Fax: (713) 836-3601
Email: anthony.speier@kirkland.com
rahul.vashi@kirkland.com

13.04 Governing Law; Jurisdiction; Service of Process; Jury Waiver.

(a) **THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RIGHTS, DUTIES AND THE LEGAL RELATIONS AMONG THE PARTIES HERETO AND THERETO SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION; *PROVIDED, HOWEVER*, THAT ANY MATTERS RELATED TO REAL PROPERTY SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE SUCH REAL PROPERTY IS LOCATED. WITHOUT LIMITING THE PARTIES' AGREEMENT TO ARBITRATE IN SECTION 11.15 OR THE DISPUTE RESOLUTION PROCEDURE PROVIDED IN SECTION 2.05(d) WITH RESPECT TO DISPUTES ARISING THEREUNDER, THE PARTIES HERETO CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE FEDERAL COURTS OF THE UNITED STATES LOCATED IN HOUSTON, TEXAS OR THE STATE COURTS LOCATED IN HOUSTON, TEXAS FOR ANY ACTION ARISING OUT OF THIS AGREEMENT, ANY TRANSACTION DOCUMENTS, OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS AGREEMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY SHALL BE EXCLUSIVELY LITIGATED IN SUCH COURTS DESCRIBED ABOVE HAVING SITES IN HOUSTON, TEXAS AND EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS SOLELY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. EACH**

PARTY HERETO VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, THAT A FINAL AND NONAPPEALABLE JUDGMENT AGAINST A PARTY IN ANY ACTION OR PROCEEDING CONTEMPLATED ABOVE SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION WITHIN OR OUTSIDE THE UNITED STATES BY SUIT ON THE JUDGMENT, A CERTIFIED OR EXEMPLIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND AMOUNT OF SUCH JUDGMENT. TO THE EXTENT THAT A PARTY OR ANY OF ITS AFFILIATES HAS ACQUIRED, OR HEREAFTER MAY ACQUIRE, ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, SUCH PARTY (ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES) HEREBY IRREVOCABLY (I) WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS WITH RESPECT TO THIS AGREEMENT AND (II) SUBMITS TO THE PERSONAL JURISDICTION OF ANY COURT DESCRIBED IN THIS SECTION 13.04.

(b) Notwithstanding anything herein to the contrary, each of the Parties agrees that it will not bring or support any action, cause of action, claim (other than cross-claims) or third-Person claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against the Financing Sources (which, for such purposes, will include the Silverpeak Group) in any way relating to this Agreement or the Contemplated Transaction, including any Proceeding arising out of or relating in any way to the Debt Financing or the performance thereof, in any forum other than the Supreme Court of the State of New York, County of New York, or, if under applicable Legal Requirements exclusive jurisdiction is vested in the federal courts for the United States District Court for the Southern District of New York (and appellate courts thereof). Each of the Parties irrevocably agrees to waive trial by jury in any action, cause of action, claim, cross-claim or third-Person claim referred to in this paragraph.

13.05 Further Assurances. The Parties agree (a) to furnish upon request to each other such further information, (b) to execute, acknowledge, and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

13.06 Waiver. The rights and remedies of the Parties are cumulative and not alternative. Neither the failure nor any delay by either Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable Legal

Requirement, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party, (b) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (c) no notice to or demand on one Party shall be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

13.07 Entire Agreement and Modification. This Agreement supersedes all prior discussions, communications, and agreements (whether oral or written) between the Parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended or otherwise modified except by a written agreement executed by both Parties. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by either Party that is not embodied in this Agreement together with the documents, instruments, and writings that are delivered pursuant hereto, and neither Party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of any Schedule or Exhibit hereto, the terms and provisions of this Agreement shall govern, control, and prevail.

13.08 Assignments, Successors, and No Third Party Rights. Neither Party may assign any of its rights, liabilities, covenants, or obligations under this Agreement without the prior written consent of the other Party (which consent may be granted or denied at the sole discretion of the other Party); *provided* that Buyer (without the consent of Seller) may assign all or part of its rights under this Agreement (including its rights to receive the Assets) to one or more Affiliates (or to the Financing Sources for collateral purposes), and (a) any assignment (other than an assignment by Buyer to an Affiliate) made without such consent shall be void, and (b) in the event of such consent (or an assignment by Buyer to an Affiliate), such assignment nevertheless shall not relieve such assigning Party of any of its obligations under this Agreement without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement shall apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement shall be construed to give any Person other than the Parties or any other agreement contemplated herein (and Buyer Group and Seller Group who are entitled to indemnification under Article 10), any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. Subject to the preceding sentence, this Agreement, any other agreement contemplated herein, and all provisions and conditions hereof and thereof, are for the sole and exclusive benefit of the Parties and such other agreements (and Buyer Group and Seller Group who are entitled to indemnification under Article 10), and their respective successors and permitted assigns. Notwithstanding the foregoing, the Financing Sources shall be deemed third-Person beneficiaries of Section 13.04(b), this Section 13.08, and Section 13.18 hereof, each of which shall be enforceable by each Financing Source and, to the extent enforced thereby, construed in accordance with, and governed by, the Laws of the State of New York without reference to the conflict of laws principles thereof, and none of which shall be amended or otherwise modified in any way that adversely affects the rights of any Financing Source without the prior written consent of the Financing Sources.

13.09 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

13.10 Article and Section Headings, Construction. The headings of Sections, Articles, Exhibits, and Schedules in this Agreement are provided for convenience only and shall not affect its construction or interpretation. All references to "Section," "Article," "Exhibit," or "Schedule" refer to the corresponding Section, Article, Exhibit, or Schedule of this Agreement. Unless expressly provided to the contrary, the words "hereunder," "hereof," "herein," and words of similar import are references to this Agreement as a whole and not any particular Section, Article, Exhibit, Schedule, or other provision of this Agreement. Each definition of a defined term herein shall be equally applicable both to the singular and the plural forms of the term so defined. All words used in this Agreement shall be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms and (in its various forms) means including without limitation. Each Party has had substantial input into the drafting and preparation of this Agreement and has had the opportunity to exercise business discretion in relation to the negotiation of the details of the Contemplated Transactions. This Agreement is the result of arm's-length negotiations from equal bargaining positions. This Agreement shall not be construed against either Party, and no consideration shall be given or presumption made on the basis of who drafted this Agreement or any particular provision hereof or who supplied the form of Agreement.

13.11 Counterparts. This Agreement may be executed and delivered (including by facsimile or e-mail transmission) in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

13.12 Press Release. If any Party wishes to make a press release or other public announcement respecting this Agreement or the Contemplated Transactions, such Party will provide the others with a draft of the press release or other public announcement for

review at least 24 hours prior to the time that such press release or other public announcement is to be made. The Parties will attempt in good faith to expeditiously reach agreement on such press release or other public announcement and the contents thereof. Failure to provide comments back to the other Party within 24 hours of receipt of the draft release or announcement will be deemed consent to the public disclosure of such press release or other public announcement and the content thereof. Seller and Buyer shall each be liable for the compliance of their respective Affiliates with the terms of this Section 13.12. Notwithstanding anything to the contrary in this Section 13.12, no Party shall issue a press release or other public announcement that includes the name of a non-releasing Party or its Affiliates without the prior written consent of such non-releasing Party (which consent may be withheld in such non-releasing Party's sole discretion and will not be deemed to have been granted by a failure to respond).

13.13 Confidentiality. The Confidentiality Agreement shall terminate on the Closing Date and will thereafter be of no further force or effect. Each Party shall keep confidential, and cause its Affiliates and instruct its Representatives to keep confidential, all terms and provisions of this Agreement, except (a) as required by Legal Requirements or any standards or rules of any

stock exchange to which such Party or any of its Affiliates is subject, (b) for information that is available to the public on the Closing Date, or thereafter becomes available to the public other than as a result of a breach of this Section 13.13, (c) to the extent required to be disclosed in connection with complying with or obtaining a waiver of any Preferential Purchase Right or Consent, (d) to any Affiliate or Representative, (e) in the case of Buyer, to any potential purchaser of (or joint venture partner with respect) to all or any portion of the Assets and any direct and/or indirect (current or potential) investor or lender, and (f) to the extent that such Party must disclose the same in any Proceeding brought by or Threatened by or against it to enforce or defend its rights under this Agreement. This Section 13.13 shall not prevent either Party from recording the Instruments of Conveyance delivered at the Closing or from complying with any disclosure requirements of Governmental Bodies that are applicable to the transfer of the Assets. Additionally, from and after the Closing, Seller shall keep confidential and not use any of the Records other than for accounting, audit, responses to requests from any Governmental Body, tax purposes or in connection with any Proceeding or Threatened Proceeding against Seller. The covenant set forth in this Section shall terminate two (2) years after the Closing Date.

13.14 Name Change. As promptly as practicable, but in any event within sixty (60) days after the Closing Date, Buyer shall eliminate, remove or paint over the use of the name "Linn" and variants thereof from the Assets, and, except with respect to such grace period for eliminating the existing usage, shall have no right to use any logos, trademarks, or trade names belonging to Seller or any of its Affiliates. Buyer shall be solely responsible for any direct or indirect costs or expenses resulting from the change in use of name and any resulting notification or approval requirements.

13.15 Preparation of Agreement. Both Seller and Buyer and their respective counsel participated in the preparation of this Agreement. In the event of any ambiguity in this Agreement, no presumption shall arise based on the identity of the draftsman of this Agreement.

13.16 Appendices, Exhibits and Schedules. All of the Appendices, Exhibits and Schedules referred to in this Agreement are hereby incorporated into this Agreement by reference and constitute a part of this Agreement. Each Party to this Agreement and its counsel has received a complete set of Appendices, Exhibits and Schedules prior to and as of the execution of this Agreement.

13.17 Specific Performance. Each Party hereby acknowledges and agrees that the rights of each Party to consummate the transactions contemplated hereby are special, unique and of extraordinary character and that, if Seller, or Buyer, violates or fails or refuses to perform any covenant or agreement made by it herein, the non-breaching Parties may be without an adequate remedy at law. If Seller or Buyer violates or fails or refuses to perform any covenant or agreement made by such Party herein, the non-breaching Parties, subject to the terms hereof and in addition to any remedy at law for damages or other relief permitted under this Agreement, may (at any time prior to the valid termination of this Agreement pursuant to Article 9) institute and prosecute an action in any court of competent jurisdiction to enforce specific performance of such covenant or agreement or seek any other equitable relief, without the necessity of proving actual damages or posting of a bond.

13.18 Non-Recourse. This Agreement may only be enforced against, and any Damages based upon, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement may only be brought against, the entities that are expressly named as Parties and then only with respect to the specific obligations set forth herein or therein with respect to such Party. For further clarity, no past, present or future director, manager, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or other representative (in each case, in their capacities as such) of any Party or of any Affiliate of any Party (which, for such purposes, will include the Silverpeak Group), or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any Party hereto or thereto under this Agreement or for any Damages based on, in respect of or by reason of the transactions contemplated hereby or thereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

SELLER:

Linn Energy Holdings, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

Linn Operating, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

BUYER:

Wasatch Energy LLC

By: /s/ Kaushik Amin
Name: Kaushik Amin
Title: Executive Chairman

Exhibit 2.14
Execution Version

PURCHASE AND SALE AGREEMENT
DATED FEBRUARY 13, 2018,
BY AND AMONG
LINN ENERGY HOLDINGS, LLC AND LINN OPERATING, LLC
AS SELLER,
AND
SCOUT ENERGY GROUP IV, LP
AS BUYER

TABLE OF CONTENTS

EXHIBITS AND SCHEDULES

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of February 13, 2018 (the "Execution Date"), by and among Linn Energy Holdings, LLC, a Delaware limited liability company ("LEH"), and Linn Operating, LLC, a Delaware limited liability company ("LOI" and together with LEH the "Seller"), and Scout Energy Group IV, LP a Texas limited partnership, ("Buyer"). Seller and Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITAL

Seller desires to sell, and Buyer desires to purchase, all of Seller's right, title and interest in and to certain oil and gas properties and related assets and contracts, effective as of the Effective Time, for the consideration and on the terms set forth in this Agreement.

AGREEMENT

For and in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, in addition to other capitalized terms defined in this Agreement, the following terms have the meanings specified or referred to in this Article 1 when capitalized:

"AAA" – the American Arbitration Association.

"Accounting Expert" – as defined in Section 2.05(d).

"AFE" – as defined in Section 3.13.

"Affiliate" – with respect to a Party, any Person directly or indirectly controlled by, controlling, or under common control with, such Party, including any subsidiary of such Party and any "affiliate" of such Party within the meaning of Reg. §240.12b-2 of the Securities Exchange Act of 1934, as amended. As used in this definition, "control" means possession, directly or indirectly, of the power to direct or cause the direction of management, policies, or action through ownership of voting securities, contract, voting trust, or membership in management or in the group appointing or electing management or otherwise through formal or informal arrangements or business relationships. The terms "controlled by," "controlling," and other derivatives shall be construed accordingly.

"Aggregate Defect Deductible" – an amount equal to three percent (3%) of the unadjusted Purchase Price.

"Aggregate Environmental Defect Value" – as defined in Section 11.12.

"Aggregate Title Defect Value" – as defined in Section 11.07.

"Allocated Values" – the values assigned among the Assets as set forth on Schedule 2.07.

"Applicable Contracts" – all Contracts to which Seller is a party or is bound that primarily relate to any of the Assets and (in each case) that will be binding on Buyer after the Closing, including: communitization agreements; net profits agreements; production payment agreements; area of mutual interest agreements; joint venture agreements; confidentiality agreements; farmin and farmout agreements; bottom hole agreements; crude oil, condensate, and natural gas purchase and sale, gathering, transportation, and marketing agreements; hydrocarbon storage agreements; acreage contribution agreements; operating agreements; balancing agreements; pooling declarations or agreements; unitization agreements; processing agreements; saltwater disposal agreements; facilities or equipment leases; and other similar contracts and agreements, but exclusive of any master service agreements and Contracts relating to the Excluded Assets.

"Asset Taxes" – ad valorem, property, excise, severance, production, sales, real estate, use, personal property and similar Taxes (including any interest, fine, penalty or additions to tax imposed by Governmental Bodies in connection with such taxes) based upon the operation or ownership of the Assets, the production of Hydrocarbons or the receipt of proceeds therefrom, but excluding, for the avoidance of doubt, Income Taxes and Transfer Taxes.

"Assets" – all of Seller's right, title, and interest in, to, and under the following, without duplication, except to the extent constituting Excluded Assets:

(a) all of the oil and gas leases and subleases, and other leaseholds described in Exhibit A, together with any and all other right, title and interest of Seller in and to the leasehold estates created thereby subject to the terms, conditions, covenants and obligations set forth in such leases or Exhibit A (such interest in such leases, the "Leases"), all related rights and interests in the lands covered by the Leases and Fee Minerals and any lands pooled or unitized therewith (such lands, the "Lands") and all Royalties applicable to the Leases and the Lands;

(b) any and all oil, gas, water, observation, injection, CO2 and disposal wells located on any of the Lands (such interest in such wells, including the wells set forth in Exhibit B, the "Wells"), and all Hydrocarbons produced therefrom or allocated thereto from and after the Effective Time;

(c) all fee mineral interests described on Exhibit A-1, (such interests, the "Fee Minerals");

(d) all rights and interests in, under or derived from all communitization, unitization and pooling agreements, declarations and orders in effect with respect to any of the Leases, Fee Minerals or Wells and the units created thereby (the "Units") (the Leases, the Lands, the Fee Minerals, the Units and the Wells being collectively referred to hereinafter as the "Properties" or individually as a "Property");

(e) to the extent that they may be assigned, transferred or re-issued by Seller (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee), all permits, licenses, allowances, water rights, registrations, consents, orders, approvals,

variances, authorizations, servitudes, easements, rights-of-way, surface leases, other surface interests and surface rights to the extent appurtenant to or used primarily in connection with the ownership, operation, production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from the Properties or any of the Assets, including those described on Exhibit A-2;

(f) all equipment, machinery, fixtures and other personal, movable and mixed property located on any of the Properties or other Assets that is used primarily in connection therewith, including those items listed on Exhibit C, and including well equipment, casing, tubing, pumps, motors, machinery, platforms, rods, tanks, boilers, fixtures, compression equipment, flowlines, pipelines, gathering systems associated with the Wells, manifolds, processing and separation facilities, pads, structures, materials, and other items primarily used in the operation thereof (collectively, the "Personal Property");

(g) the field offices described on Exhibit A-3;

(h) all pipelines and gathering systems described on Exhibit A-4;

(i) all surface fee interests and surface deeds described on Exhibit A-5 (collectively, "Surface Fee Interests");

(j) all vehicles described on Exhibit A-6, subject to Seller's right to remove any vehicles from Exhibit A-6 assigned to Available Employees who are not made an offer of employment by Buyer in accordance with Section 12.01;

(k) all salt water disposal wells and evaporation pits that are located on the Lands;

(l) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee), all Applicable Contracts and all rights thereunder insofar as and only to the extent relating to the Assets;

(m) all Imbalances relating to the Assets;

(n) the Suspense Funds;

(o) the Specified Receivables;

(p) originals (if available, and otherwise copies) and copies in digital form (if available) of all of the books, files, records, information and data, whether written or electronically stored, primarily relating to the Assets in Seller's possession, including: (i) land and title records (including prospect files, maps, lease records, abstracts of title, title opinions and title curative documents); (ii) Applicable Contract files; (iii) correspondence; (iv) operations, environmental, production, and accounting records; (v) facility and well records; and (vi) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee), geological and seismic data (excluding interpretive data) (collectively, "Records");

(q) all Hydrocarbons in storage or existing in stock tanks, pipelines or plants (including inventory);

(r) all radio equipment, SCADA and measurement technology, and other production related mobility devices (such as SCADA controllers), well communication devices, field office information technology and equipment (including desktop computers, laptop computers, servers, networking equipment, local area network equipment and telephone equipment, but excluding in each case, licensed software (provided that licensed software to the limited extent associated with the Wells and points downstream of the Wells will be specifically and expressly included, and the assignment thereof shall be separately documented, if such assignment is (A) requested by Buyer, (B) at no cost to Seller or its affiliates, and (C) permitted by the licensor), proprietary Seller information or connections that may be located on such devices or equipment) and any other information technology systems and licenses associated with the foregoing, in each case only to the extent such assets and licenses are (i) used or held for use solely in connection with the operation of the Properties, (ii) assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee; *provided* Seller shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Buyer), and (iii) located on the Properties (the "Production Related IT Equipment");

To the extent that any of the foregoing are used or relate to both the Assets and certain of the Excluded Assets, such as, by way of example but not limitation, ingress and egress rights and road and pipeline easements, such assets or rights shall be jointly owned by Seller, as part of the Excluded Assets, and by Buyer, as part of the Assets.

"Assignment" – the Assignment and Bill of Sale from Seller to Buyer, pertaining to the Assets, substantially in the form attached to this Agreement as Exhibit D.

"Assumed Liabilities" – as defined in Section 2.06.

"Assumed Litigation" – the litigation set forth in Schedule 3.05 Part A.

"Available Employee" – certain employees of Seller or its Affiliates identified in the Available Employee List; provided, however that Seller may not identify employees in the Available Employee List (i) who do not primarily perform services for the Seller in connection with the Assets and (ii) whose primary employment location is located outside of the counties in which the Assets are located without approval of the Buyer.

"Available Employee List"– as defined in Section 12.01(b).

"Breach" – a "Breach" of a representation, warranty, covenant, obligation, or other provision of this Agreement or any certificate delivered pursuant to Section 2.04(a)(iii) or Section 2.04(b)(iii) of this Agreement shall be deemed to have occurred if there is or has been any inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation, or other provision.

"Business Day" – any day other than a Saturday, Sunday, or any other day on which commercial banks in the State of Texas are authorized or required by law or executive order to close.

"Buyer" – as defined in the preamble to this Agreement.

"Buyer's Closing Documents" – as defined in Section 4.02(a).

"Buyer Group" – Buyer and its Affiliates, and their respective Representatives.

"Casualty Loss" – as defined in Section 11.14.

"Closing" – the closing of the Contemplated Transactions.

"Closing Date" – as defined in Section 2.03.

"COBRA" – as defined in Section 12.06.

"Code" – the Internal Revenue Code of 1986, as amended.

"Complete Remediation" – with respect to an Environmental Defect, a remediation or cure of such Environmental Defect which is substantially completed in accordance with the Lowest Cost Response.

"Confidentiality Agreement" – that certain confidentiality agreement dated as of October 3, 2017 by and between LEH and Scout Energy Partners.

"Consent" – any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization) from any Person that is required to be obtained in connection with the execution or delivery of this Agreement or the consummation of the Contemplated Transactions.

"Contemplated Transactions" – all of the transactions contemplated by this Agreement, including:

(a) the sale of the Assets by Seller to Buyer;

(b) the performance by the Parties of their respective covenants and obligations under this Agreement; and

(c) Buyer's acquisition, ownership, and exercise of control over the Assets.

"Contract" – any written or oral contract, agreement or any other legally binding arrangement, but excluding, however, any Lease, easement, right-of-way, permit or other instrument creating or evidencing an interest in the Assets or any real or immovable property related to or used in connection with the operations of any Assets.

"Cure" – as defined in Section 11.06.

"Damages" – any and all claims, demands, payments, charges, judgments, assessments, losses, liabilities, damages, penalties, fines, expenses, costs, fees, settlements, and deficiencies, including any attorneys' fees, legal, and other costs and expenses suffered or incurred therewith.

"De Minimis Environmental Defect Cost" – Thirty-Five Thousand Dollars ($35,000).

"De Minimis Title Defect Cost" – Fifty Thousand Dollars ($50,000).

"Defect Notice Date" – as defined in Section 11.04.

"Defensible Title" – title of Seller with respect to the Tracts and Wells that, as of the Effective Time and the Closing Date and subject to the Permitted Encumbrances, is deducible of record or title evidenced by unrecorded instruments or elections, in each case, made or delivered pursuant to joint operating agreements, pooling agreements or unitization agreements, or, with respect to any Service Well, ownership and operating agreements (or substantially similar agreements) and:

(a) with respect to each currently producing formation or applicable Target Formation set forth on Schedule 2.07(a) for each Tract and Schedule 2.07(b) for each Well (other than a Service Well), or the applicable Service Formation for each Service Well, as applicable, (in each case, subject to any reservations, limitations or depth restrictions described in Schedule 2.07(a) or Schedule 2.07(b), as applicable), entitles Seller to receive not less than the Net Revenue Interest set forth in Schedule 2.07(a) or Schedule 2.07(b), as applicable, for such producing formation, applicable Target Formation or Service Formation for such Tract or Well, except for decreases (i) in connection with those operations in which Seller or its successors or assigns may from and after the Execution Date and in accordance with the terms of this Agreement elect to be a non-consenting co-owner, (ii) resulting from the establishment or amendment from and after the Effective Time of Units in accordance with this Agreement, and (iii) resulting from any Imbalances described in Section 3.09;

(b) with respect to each currently producing formation or applicable Target Formation set forth in Schedule 2.07(b) for each Well (other than any Service Well), or the applicable Service Formation for any Service Well, as applicable (in each case, subject to any reservations, limitations or depth restrictions described in Schedule 2.07(b)), obligates Seller to bear not more than the Working Interest set forth in Schedule 2.07(b) for such producing formation, applicable Target Formation or Service Formation for such Well, except for increases (i) resulting from contribution requirements with respect to defaulting co-owners from and after the Execution Date under applicable operating agreements, or (ii) to the extent that such increases are accompanied by a proportionate increase in Seller's Net Revenue Interest;

(c) with respect to each Tract, entitles Seller to not less than the number of Net Acres for the Target Formations in such Tract as set forth on Schedule 2.07(a); and

(d) is free and clear of all Encumbrances.

"Deposit Amount" – Ten percent (10%) of the unadjusted Purchase Price (including any interest accrued thereon).

"Dispute Notice" – as defined in Section 2.05(d).

"Disputed Matter" – as defined in Section 11.15(a).

"DOJ" – the Antitrust Division of the U.S. Department of Justice.

"DTPA" – as defined in Section 4.11.

"Effective Time" – January 1, 2018, at 12:01 a.m. local time at the location of the Assets.

"Employee Start Date" – the day following the Closing, unless otherwise mutually agreed by the Parties.

"Encumbrance" – any charge, equitable interest, privilege, lien, mortgage, deed of trust, production payment, option, pledge, collateral assignment, security interest, or other arrangement substantially equivalent thereto.

"Environmental Condition" – any event occurring or condition existing on the Execution Date with respect to the Leases or Wells that causes a Lease or Well to be subject to remediation under, or in violation of, an Environmental Law, other than any such event or condition to the extent caused by or relating to NORM or that was disclosed to Buyer (or of which Buyer otherwise had Knowledge) prior to the Execution Date.

"Environmental Defect" – an Environmental Condition discovered by Buyer or its Representatives as a result of any environmental diligence conducted by or on behalf of Buyer pursuant to Section 11.09 of this Agreement.

"Environmental Defect Cure Period" – as defined in Section 11.11(a).

"Environmental Defect Notice" – as defined in Section 11.10.

"Environmental Defect Value" – with respect to each Environmental Defect, the amount of the Lowest Cost Response for such Environmental Defect.

"Environmental Law" – any applicable Legal Requirement in effect as of the Execution Date relating to pollution or the protection of the environment, including those Legal Requirements relating to the storage, handling, and use of Hazardous Materials and those Legal Requirements relating to the generation, processing, treatment, storage, transportation, disposal or other management thereof. The term "Environmental Law" does not include (a) good or desirable operating practices or standards that may be voluntarily employed or adopted by other oil and gas well operators or recommended, but not required, by a Governmental Body or (b) the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 *et seq.*, as amended, or any other Legal Requirement governing worker safety or workplace conditions.

"Environmental Liabilities" – all costs, Damages, expenses, liabilities, obligations, and other responsibilities arising from or under either Environmental Laws or Third Party claims relating to the environment, and which relate to the Assets or the ownership or operation of the same.

"ERISA" – the Employee Retirement Security Act of 1974, as amended.

"ERISA Affiliate" – with respect to any entity, any other entity, trade or business that is a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes such first entity, or that is a member of the same "controlled group" as such first entity pursuant to Section 4001(a)(14) of ERISA.

"Escrow Account" – as defined in Section 2.02.

"Escrow Agent" – Citibank, N.A.

"Escrow Agreement" – as defined in Section 2.02.

"Excluded Assets" – with respect to each Seller, (a) all of Seller's corporate minute books, financial records and other business records that relate to Seller's business generally (including the ownership and operation of the Assets generally, but excluding any such records to the extent primarily related to the operation of the Assets); (b) except to the extent related to any Assumed Liabilities, all trade credits, all accounts, all receivables of Seller and all other proceeds, income or revenues of Seller attributable to the Assets that are attributable to any period of time prior to the Effective Time (other than the Suspense Funds and Specified Receivables); (c) except to the extent related to any Assumed Liabilities all claims and causes of action of Seller or its Affiliates that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds); (d) except to the extent related to any Assumed Liabilities subject to Section 11.14, all rights and interests of Seller (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property; (e) except to the extent of an upward adjustment to the Purchase Price, Seller's rights with respect to all Hydrocarbons produced and sold from the Assets with respect to all periods prior to the Effective Time; (f) all claims of Seller or any of its Affiliates for refunds of, or loss carry forwards, or credits with respect to any and all Seller Taxes, (ii) Income Taxes paid by Seller or its Affiliates, or (iii) any Taxes attributable to the Excluded Assets; (g) all information technology assets, other than the Production Related IT Equipment; (h) except to the extent related to any Assumed Liabilities, all rights, benefits and releases of Seller or its Affiliates under or with respect to any Contract that are attributable to periods of time prior to the Effective Time; (i) all of Seller's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other similar intellectual property; (j) all documents and instruments of Seller that may be protected by an attorney-client privilege or any attorney work product doctrine (except title opinions); (k) all data that cannot be disclosed to Buyer as a result of confidentiality arrangements with Third Parties under existing written license agreements, provided that Seller shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Buyer; (l) all audit rights or obligations of Seller for which Seller bears responsibility arising under any of the Applicable Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets, except for any Imbalances assumed by Buyer or to the extent of any Assumed Liabilities; (m) Seller's interpretations of any geophysical or seismic information relating to the Assets and Seller's reserve reports; (n) documents prepared or received by Seller or its Affiliates with respect to (i) lists of prospective purchasers for such transactions compiled by Seller, (ii) bids submitted by other prospective purchasers of the Assets, (iii) analyses by Seller or its Affiliates of any bids submitted by any prospective purchaser, (iv) correspondence between or among Seller, its Representatives, and any prospective purchaser other than Buyer, and (v) correspondence between Seller or any of

its Representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated by this Agreement; (o) except for field offices described on Exhibit A-3, any offices and office leases; (p) subject to Section 13.13, a copy of all Records; (q) any Contracts that constitute master services agreements or similar contracts; (r) any Hedge Contracts; (s) any Debt Contracts; (t) any of Seller's assets other than the Assets; (u) all employment records related to the Available Employees; and (v) any leases, rights and other assets specifically listed in Exhibit F.

"Execution Date" – as defined in the preamble to this Agreement.

"Expert" – as defined in Section 11.15(b).

"Expert Decision" – as defined in Section 11.15(d).

"Expert Proceeding Notice" – as defined in Section 11.15(a).

"Fee Minerals" – as set forth in the definition of "Assets".

"Final Amount" – as defined in Section 2.05(d).

"Final Settlement Date" – as defined in Section 2.05(d).

"Final Settlement Statement" – as defined in Section 2.05(d).

"FTC" – the Federal Trade Commission.

"Fundamental Representations" – those representations set forth in Sections 3.01, 3.02, 3.03 and 3.06.

"GAAP" – generally accepted accounting principles in the United States as interpreted as of the Execution Date.

"Governmental Authorization" – any approval, consent, license, permit, registration, variance, exemption, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

"Governmental Body" – any (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multi-national organization or body; or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Group" – either Buyer Group or Seller Group, as applicable.

"Hazardous Materials" – any (a) chemical, constituent, material, pollutant, contaminant, substance, or waste that is regulated by any Governmental Body or may form the basis of liability under any Environmental Law; and (b) petroleum, Hydrocarbons, or petroleum products.

"Hedge Contract" – any Contract to which Seller or any of its Affiliates is a party with respect to any swap, forward, future or derivative transaction or option or similar agreement, whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

"Hydrocarbons" – oil and gas and other hydrocarbons (including condensate) produced or processed in association therewith (whether or not such item is in liquid or gaseous form), or any combination thereof, and any minerals produced in association therewith.

"Imbalances" – over-production or under-production or over-deliveries or under-deliveries with respect to Hydrocarbons produced from or allocated to the Assets, regardless of whether such over-production or under-production or over-deliveries or under-deliveries arise at the wellhead, pipeline, gathering system, transportation system, processing plant, or other location, including any imbalances under gas balancing or similar agreements, imbalances under production handling agreements, imbalances under processing agreements, imbalances under the Leases, and imbalances under gathering or transportation agreements.

"Income Taxes" – income or franchise Taxes based upon, measured by, or calculated with respect to net income, profits, capital, or similar measures (or multiple bases, including corporate, franchise, business and occupation, business license, or similar Taxes, if net income, profits, capital, or a similar measure is one of the bases on which such Tax is based, measured, or calculated), but excluding ad valorem, property, excise, severance, production, sales, use, real or personal property transfer or other similar Taxes.

"Individual Claim Threshold" – as defined in Section 10.05.

"Instruments of Conveyance" – the Assignments, the Mineral Deeds and Surface Deeds. **Except for the special warranty of Defensible Title by, through and under Seller contained therein, the foregoing Instruments of Conveyance shall be without warranty of title, whether express, implied, statutory, or otherwise, it being understood that Buyer shall have the right to conduct pre-Closing title due diligence as described below in Article 11, and that the rights and remedies set forth in Article 11 shall be Buyer's sole rights and remedies with respect to title.**

"Knowledge" – an individual will be deemed to have "Knowledge" of a particular fact or other matter if such individual is actually aware of such fact or other matter, without any duty of inquiry. A Seller Party will be deemed to have "Knowledge" of a particular fact or other matter if any of the following individuals has Knowledge of such fact or other matter: Mark E. Ellis, President and Chief Executive Officer, Arden L. Walker, Jr., Executive Vice President and Chief Operating Officer, David B. Rottino, Executive Vice President and Chief Financial Officer, Thomas E. Emmons, Senior Vice President, Corporate Services, Jamin McNeil, Senior Vice President, Operations; Candice Wells, Senior Vice President, General Counsel and Corporate Secretary; and Allan Rambur, Production Manager. Buyer will be deemed to have "Knowledge" of a particular fact or other matter if any of the following individuals has Knowledge of such fact or other matter: Todd Flott, Managing Director, Jon Piot, Managing Director, John Baschab, Managing Director, Juan Nevarez, Senior Vice President, Business Development, Kevin Rathke, Vice President, Operations, and Brett Bradford, Vice President, Operations.

"Lands" – as set forth in the definition of "Assets".

"Leases" – as set forth in the definition of "Assets".

"Legal Requirement" – any federal, state, local, municipal, foreign, international, or multinational law, Order, constitution, ordinance, or rule, including rules of common law, regulation, statute, treaty, or other legally enforceable directive or requirement.

"Lowest Cost Response" – the response required or allowed under Environmental Laws in effect on the date this Agreement is executed that addresses and resolves in compliance with Environmental Laws (for current and future use in the same manner as currently used) the identified Environmental Condition in the most cost-effective manner (considered as a whole) as compared to any other response that is required or allowed under Environmental Laws. The Lowest Cost Response shall include taking no action, leaving the condition unaddressed, periodic monitoring or the recording of notices in lieu of remediation, if such responses are allowed under Environmental Laws. The Lowest Cost Response shall not include any costs or expenses relating to the assessment, remediation, removal, abatement, transportation and disposal of any asbestos, asbestos containing materials or NORM.

"Material Adverse Effect" – any change, inaccuracy, effect, event, result, occurrence, condition or fact (for the purposes of this definition, each, an "event") (whether foreseeable or not and whether covered by insurance or not) that has had or would be reasonably likely to have, individually or in the aggregate with any other event or events, a material adverse effect on the ownership, operation or financial condition of the Assets, taken as a whole; *provided, however*, that the term "Material Adverse Effect" shall not include material adverse effects resulting from (i) entering into this Agreement or the announcement of the Contemplated Transactions; (ii) changes in Hydrocarbon prices; (iii) any action or omission of Seller taken in accordance with the terms of this Agreement or with the prior consent of Buyer; (iv) any effect resulting from general changes in industry, economic or political conditions in the United States; (v) civil unrest, any outbreak of disease or hostilities, terrorist activities or war or any similar disorder; (vi) acts or failures to act of any Governmental Body (including any new regulations related to the upstream industry), except to the extent arising from Seller's action or inaction; (vii) acts of God, including hurricanes and storms; (viii) any reclassification or recalculation of reserves in the ordinary course of business; (ix) natural declines in well performance; (x) general changes in Legal Requirements, in regulatory policies, or in GAAP; (xi) changes in the stock price of Buyer; (xii) matters that are cured or no longer exist by the earlier of Closing and the termination of this Agreement; or (xiii) matters as to which an adjustment is provided for under Section 2.05(c) or Seller has indemnified Buyer hereunder.

"Material Contracts" – as defined in Section 3.10.

"Mineral Deed" the Mineral Deed from Seller to Buyer, pertaining to the Fee Minerals, substantially in the form attached to this Agreement as Exhibit E-2.

"MMMF" – asbestos and other man-made material fibers.

"Net Acre" – as computed separately with respect to each Lease and Fee Mineral included in each Tract on Schedule 2.07(a), (a) the gross number of mineral acres in the lands covered by such Tract, multiplied by (b) the undivided fee simple mineral interest (expressed as a percentage) in the lands covered by that Tract (as determined by aggregating the fee simple mineral interests owned by each lessor of that Tract in the lands) as to the currently producing formation or applicable Target Formation, multiplied by (c) Seller's undivided percentage interest that is burdened with the obligation to bear and pay costs and expenses in that Tract.

"Net Revenue Interest" – (a) with respect to any Tract (as computed separately with respect to each Lease and Fee Mineral included in such Tract identified on Schedule 2.07(a)) or Well (other than any Service Well), the interest in and to all Hydrocarbons produced, saved and sold from or allocated to such Tract or Well (in each case, limited to the currently producing formation or applicable Target Formation as described in the definition of "Defensible Title" and subject to any reservations, limitations or depth restrictions described in Schedule 2.07(a) or Schedule 2.07(b), as applicable), after satisfaction of all other Royalties; and (b) with respect to any Service Well, the proportionate share of revenues from such Service Well (in each case, limited to the applicable Service Formation).

"Non-Operated Assets" – Assets operated by any Person other than Seller or its Affiliates.

"NORM" – naturally occurring radioactive material.

"Order" – any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

"Organizational Documents" – (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the articles of organization and resolutions of a limited liability company; (c) the certificate of limited partnership and limited partnership agreement of a limited partnership; and (d) any amendment to any of the foregoing.

"Outside Date" – as defined in Section 9.01(d).

"Party" or "Parties" – as defined in the preamble to this Agreement.

"Permits" – all environmental and other governmental (whether federal, state, local or tribal) certificates, consents, permits (including conditional use permits), licenses, orders, authorizations, franchises and related instruments or rights solely relating to the ownership, operation or use of the Assets.

"Permitted Encumbrance" – any of the following:

(a) the terms and conditions of all Leases and Contracts if the net cumulative effect of such Leases and Contracts does not: (i) materially interfere with the operation or use of any of the Assets (as currently operated and used or the ability of a reasonably prudent operator to drill a well on a Lease); (ii) reduce the Net Revenue Interest of Seller with respect to any Tract (as to any Lease or Fee Mineral included in such Tract) or Well to an amount less than the Net Revenue Interest set forth in Schedule 2.07(a) or Schedule 2.07(b) for such Well, as applicable; (iii) obligate

Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Schedule 2.07(b) for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Schedule 2.07(b), in the same or greater proportion as any increase in such Working Interest); and (iv) reduce the Net Acres of Seller with respect to a Tract (as to any Lease or Fee Mineral included in such Tract) identified on Schedule 2.07(a) to an amount less than the Net Acres set forth on Schedule 2.07(a);

(b) any Preferential Purchase Rights, Consents and similar agreements;

(c) excepting circumstances where such rights have already been triggered prior to the Effective Time, rights of reassignment arising upon final intention to abandon or release the Assets;

(d) liens for Taxes not yet due or delinquent or, if delinquent, that are being contested in good faith by appropriate proceedings by or on behalf of Seller, in each case (A) as set forth on Schedule 1.1(PE) or (B) otherwise arising from and after the Execution Date;

(e) all rights to consent by, required notices to, filings with, or other actions by Governmental Bodies in connection with the conveyance of the Leases, if the same are customarily sought and received after the Closing;

(f) Encumbrances or defects that Buyer has waived or is deemed to have waived pursuant to the terms of this Agreement or Title Defects that were not properly asserted by Buyer prior to the Defect Notice Date;

(g) all Legal Requirements and all rights reserved to or vested in any Governmental Body (i) to control or regulate any Asset in any manner; (ii) by the terms of any right, power, franchise, grant, license or permit, or by any provision of law, to terminate such right, power, franchise, grant, license or permit or to purchase, condemn, expropriate or recapture or to designate a purchaser of any of the Assets; (iii) to use such property in a manner which does not materially impair the use of such property for the purposes for which it is currently owned and operated; or (iv) to enforce any obligations or duties affecting the Assets to any Governmental Body with respect to any right, power, franchise, grant, license or permit;

(h) rights of a common owner of any interest currently held by Seller and such common owner as tenants in common or through common ownership to the extent that the same does not (i) materially impair the use or operation of the Assets as currently used and operated; (ii) materially interfere with the operation or use of any of the Assets (as currently operated and used); (iii) reduce the Net Revenue Interest of Seller with respect to any Tract (as to any Lease or Fee Mineral included in such Tract) or Well to an amount less than the Net Revenue Interest set forth in Schedule 2.07(a) or Schedule 2.07(b) for such Well, as applicable; (iv) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Schedule 2.07(b) for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Schedule 2.07(b), in the same or greater proportion as any increase in such Working Interest); and (v) reduce the Net Acres of Seller with respect to a Tract (as to any Lease or Fee Mineral included in such Tract) identified on Schedule 2.07(a) to an amount less than the Net Acres set forth on Schedule 2.07(a);

(i) easements, restrictions, servitudes, permits, rights-of-way, surface leases, and other rights in the Assets for the purpose of operations, facilities, roads, alleys, highways, railways, pipelines, transmission lines, transportation lines, distribution lines, power lines, telephone lines, removal of timber, grazing, logging operations, canals, ditches, reservoirs and other like purposes, or for the joint or common use of real estate, rights-of-way, facilities and equipment, which in each case do not (i) materially impair the operation or use of the Assets as currently operated and used; (ii) reduce the Net Revenue Interest of Seller with respect to any Tract (as to any Lease or Fee Mineral included in such Tract) or Well to an amount less than the Net Revenue Interest set forth in Schedule 2.07(a) or Schedule 2.07(b), as applicable; (iii) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Schedule 2.07(b) for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Schedule 2.07(b), in the same or greater proportion as any increase in such Working Interest); and (iv) reduce the Net Acres of Seller with respect to a Tract (as to any Lease or Fee Mineral included in such Tract) identified on Schedule 2.07(a) to an amount less than the Net Acres set forth on Schedule 2.07(a);

(j) vendors, carriers, warehousemen's, repairmen's, mechanics', workmen's, materialmen's, construction or other like liens arising by operation of law in the ordinary course of business or incident to the construction or improvement of any property in respect of obligations which are not yet due or which are being contested in good faith by appropriate proceedings by or on behalf of Seller;

(k) Encumbrances created under Leases or any joint operating agreements applicable to the Assets or by operation of law in respect of obligations that are not yet due or that are being contested in good faith by appropriate proceedings by or on behalf of Seller;

(l) any Encumbrance affecting the Assets that is discharged by Seller or expressly waived in writing by Buyer pursuant to the terms of this Agreement at or prior to Closing;

(m) the Assumed Litigation;

(n) defects based solely on assertions that Seller's files lack information (including title opinions);

(o) lessor's royalties, overriding royalties, production payments, net profits interests, reversionary interests, and similar burdens if the net cumulative effect of such burdens does not (i) materially interfere with the operation or use of any of the Assets (as currently operated and used); (ii) reduce the Net Revenue Interest of Seller with respect to any Tract (as to any Lease or Fee Mineral included in such Tract) or Well to an amount less than the Net Revenue Interest set forth in Schedule 2.07(a) or Schedule 2.07(b) for such Well, as applicable; (iii) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Schedule 2.07(b) for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Schedule 2.07(b), in the same or greater proportion as any increase in such Working Interest); and (iv) reduce the Net Acres of Seller with respect to a Tract (as to any Lease or Fee Mineral included in such Tract) identified on Schedule 2.07(a) to an amount less than the Net Acres set forth on Schedule 2.07(a);

(p) defects or irregularities of title (i) as to which the relevant statute(s) of limitations or prescription would bar any attack or claim against Seller's title; (ii) arising out of lack of evidence of, or other defects with respect to authorization, execution, delivery, acknowledgment, or approval of any instrument in Seller's chain of title absent reasonable evidence of an actual claim of superior title from a Third Party attributable to such matter; (iii) consisting of the failure to recite marital status or omissions of heirship proceedings in documents; (iv) resulting from lack of survey, unless a survey is expressly required by applicable Legal Requirements; (v) resulting from failure to record releases of liens, production payments, or mortgages that have expired by their own terms or the enforcement of which are barred by the applicable statute(s) of limitations or prescription; (vi) arising out of lack of entity authorization unless Buyer provides affirmative evidence that such entity action was not authorized and results in another Person's actual and superior claim of title; (vii) resulting from or related to probate proceedings or the lack thereof that have been outstanding for five (5) years or more; (viii) based on a gap in Seller's chain of title to any Well or Lease (A) so long as such gap does not provide a Third Party with a superior claim or (B) unless Buyer affirmatively shows such gap to exist in such records by an abstract of title, title opinion or landman's title chain; (ix) consisting of the lack of a lease amendment or consent authorizing pooling or unitization unless such Lease has been pooled in violation of the terms of such Lease; or (x) that have been cured by prescription or limitations;

(q) Imbalances;

(r) calls on Hydrocarbon production under existing Contracts;

(s) any matters referenced or set forth on Exhibit A or Exhibit B;

(t) mortgages on the lessor's interest under a Lease, whether or not subordinate to such Lease, that have expired on their own terms or the enforcement of which are barred by applicable statute(s) of limitations or prescription;

(u) any maintenance of uniform interest provision in an operating agreement if waived with respect to the Contemplated Transactions by the party or parties having the right to enforce such provision or if the violation of such provision would not give rise to the unwinding of the sale of the affected Asset from Seller to Buyer; and

(v) the application for, approval of, or establishment of drilling units, drilling and spacing units or drilling permits which in each case do not (i) reduce the Net Revenue Interest of Seller with respect to any Tract (as to any Lease or Fee Mineral included in such Tract) or Well to an amount less than the Net Revenue Interest set forth in Schedule 2.07(a) or Schedule 2.07(b) for such Well, as applicable; (ii) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Schedule 2.07(b) for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Schedule 2.07(b), in the same or greater proportion as any increase in such Working Interest); and (iii) reduce the Net Acres of Seller with respect to a Tract (as to any Lease or Fee Mineral included in such Tract) identified on Schedule 2.07(a) to an amount less than the Net Acres set forth on Schedule 2.07(a).

"Person" – any individual, firm, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

"Personal Property" – as set forth in the definition of "Assets".

"Phase I Environmental Site Assessment" – a Phase I environmental property assessment of the Assets that satisfies the basic assessment requirements set forth under the current ASTM International Standard Practice for Environmental Site Assessments (Designation E1527-13) or any other visual site assessment or review of records, reports or documents.

"Post-Closing Date" – as defined in Section 2.05(d).

"Preferential Purchase Right" – any right or agreement that enables any Person to purchase or acquire any Asset or any interest therein or portion thereof as a result of or in connection with the execution or delivery of this Agreement or the consummation of the Contemplated Transactions.

"Preliminary Amount" – the Purchase Price, adjusted as provided in Section 2.05(b), based upon the best information available at the time of the Closing.

"Preliminary Settlement Statement" – as defined in Section 2.03.

"Proceeding" – any proceeding, action, arbitration, audit, hearing, investigation, request for information, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Production-Related IT Equipment" – as set forth in the definition of "Assets".

"Property" or "Properties" – as set forth in the definition of "Assets".

"Property Costs" – all operating expenses (including utilities, payroll, costs of insurance, rentals, title examination and curative actions, and overhead costs), capital expenditures (including rentals, options and other lease maintenance payments, broker fees (but expressly excluding any broker fees owed by Seller Group related to the transaction contemplated by this Agreement) and other property acquisition costs and costs of acquiring equipment), and Asset Taxes, respectively, incurred in the ordinary course of business attributable to the use, operation, and ownership of the Assets, but excluding Damages attributable to (a) personal injury or death, property damage, torts, breach of contract, or violation of any Legal Requirement, (b) Environmental Liabilities, (c) obligations with respect to Imbalances, (d) obligations to pay Royalties or other interest owners revenues or proceeds relating to the Assets but held in suspense, including any Suspense Funds, and (e) claims for indemnification or reimbursement from any Third Party with respect to costs of the types described in the preceding clauses (a) through (e), whether such claims are made pursuant to contract or otherwise.

"Purchase Price" – as defined in Section 2.02.

"Qualifying Termination" – as defined in the Severance Plan.

"Records" – as set forth in the definition of "Assets".

"Representative" – with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Required Consent" – any Consent with respect to which (a) there is a provision within the applicable instrument that such Consent may be withheld in the sole and absolute discretion of the holder, or (b) there is provision within the applicable instrument expressly stating that an assignment in violation thereof (i) is void or voidable, (ii) triggers the payment of specified liquidated damages, or (iii) causes termination of the applicable Assets to be assigned. For the avoidance of doubt, "Required Consent" does not include any Consent, which, by its terms, cannot be unreasonably withheld.

"Retained Assets" – any rights, titles, interests, assets, and properties that are originally included in the Assets under the terms of this Agreement, but that are subsequently excluded from the Assets or sale under this Agreement pursuant to the terms of this Agreement at any time before or after the Closing.

"Retained Liabilities" –Damages, liabilities and obligations arising out of (a) the disposal or transportation prior to Closing of any Hazardous Materials generated or used by Seller and taken from the Assets to any location that is not an Asset; (b) personal injury (including death) claims attributable to Seller's or its Affiliate's operation of the Assets prior to Closing; (c) failure to properly and timely pay, in accordance with the terms of any Lease, Contract or applicable Legal Requirement, all Royalties and any other Working Interest amounts (in each case) with respect to the Assets that are due by Seller or any of its Affiliates and attributable to Seller's ownership of the Assets prior to the Effective Time; (d) the Retained Litigation; (e) any claim made by an employee of Seller or any Affiliate of Seller directly relating to such employment; and (f) disposal wells plugged prior to the Effective Time; *provided* that, from and after the date that is twenty-four (24) months following the Closing Date, all Damages, liabilities and obligations arising out of clauses (a), (b) and (c) shall no longer be Retained Liabilities and shall be deemed Assumed Liabilities.

"Retained Litigation" – the litigation set forth in Schedule 3.05 Part B.

"Royalties" – royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests, back-in interests and other burdens upon, measured by or payable out of production.

"Seller" – as defined in the preamble to this Agreement.

"Seller Closing Documents" – as defined in Section 3.02(a).

"Seller Group" – Seller and its Affiliates, and their respective Representatives.

"Seller Party" – each of LEH and LOI, individually.

"Service Formation" – with respect to each Service Well, the formation from which such Service Well is currently disposing of salt water, fracturing flow-back liquid or other produced liquids, each as described in Exhibit H.

"Service Well" – any Well designated as a "Service" Well on Exhibit B.

"Severance Plan" – that certain Severance Plan of Linn Energy, Inc., effective February 28, 2017.

"Specified Receivables" – accounts receivable owed to Seller as operator of any Wells to satisfy previous overpayments by Seller to Third Parties, and the right to recoup same out of proceeds of production in respect of such Wells.

"Straddle Period" – any Tax period beginning before and ending after the Effective Time.

"Surface Deed" the Surface Deed from Seller to Buyer, pertaining to the Surface Fee Interests, substantially in the form attached to this Agreement as Exhibit E-1.

"Suspense Funds" – proceeds of production and associated penalties and interest in respect of any of the Wells that are payable to any Third Party and are being held in suspense by Seller as the operator of such Wells.

"Target Formation" – the applicable formation described in Exhibit I.

"Tax" or "Taxes" – (a) any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, assessments, unclaimed property and escheat obligations and other governmental charges imposed by any Governmental Body, including income, profits, franchise, alternative or add-on minimum, gross receipts, environmental (including taxes under Section 59A of the Code), registration, withholding, employment, social security (or similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, estimated, unemployment, severance, compensation, utility, stamp, premium, windfall profits, transfer, gains, production and excise taxes, and customs duties, together with any interest, penalties, fines or additions thereto and (b) any successor or transferee liability in respect of any items described in clause (a) above.

"Tax Allocation" – as defined in Section 2.07.

"Tax Returns" – any and all reports, returns, declarations, claims for refund, elections, disclosures, estimates, information reports or returns or statements supplied or required to be supplied to a Governmental Body in connection with Taxes, including any schedule or attachment thereto or amendment thereof.

"Third Party" – any Person other than a Party or an Affiliate of a Party.

"Threatened" – a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made in writing to a Party or any of its officers, directors, or employees that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

"Title Benefit" – as defined in Section 11.08.

"Title Benefit Notice" – as defined in Section 11.08.

"Title Benefit Properties" – as defined in Section 11.08.

"Title Benefit Value" – as defined in Section 11.08.

"Title Defect" – any Encumbrance, defect or other matter that causes Seller not to have Defensible Title in and to the Leases, Fee Minerals or Wells, without duplication; *provided* that the following shall not be considered Title Defects:

(a) defects arising out of the lack of corporate or other entity authorization unless Buyer provides affirmative evidence that such corporate or other entity action was not authorized and results in another Person's actual and superior claim of title to the relevant Assets;

(b) defects based on a gap in Seller's chain of title in the county records, unless Buyer affirmatively shows such gap to exist in such records by an abstract of title, title opinion or landman's title chain, which documents (if any) shall be included in a Title Defect Notice (for the avoidance of doubt, a non-certified, cursory or limited title chain will satisfy this requirement);

(c) defects based upon the failure to record any federal or state Leases or any assignments of interests in such Leases in any applicable public records;

(d) any Encumbrance or loss of title resulting from Seller's conduct of business between the Effective Time and the Closing that is permitted by this Agreement;

(e) defects arising from any change in applicable Legal Requirement after the Execution Date;

(f) defects arising from any prior oil and gas lease taken more than ten (10) years prior to the Effective Time relating to the lands covered by a Lease not being surrendered of record, unless Buyer provides affirmative evidence that a Third Party has conducted operations on, or asserted ownership of, the Assets in the past five (5) years;

(g) defects that affect only which non-Seller Person has the right to receive royalty payments rather than the amount or the proper payment of such royalty payment;

(h) defects based solely on the lack of information in Seller's files;

(i) defects arising from a mortgage encumbering the oil, gas or mineral estate of any lessor unless a complaint of foreclosure has been duly filed or any similar action taken by the mortgagee thereunder and in such case such mortgage has not been subordinated to the Lease applicable to such Asset; and

(j) defects or irregularities that would customarily be waived by a reasonably prudent owner or operator of oil and gas properties in the same geographic area where the Assets are located.

"Title Defect Cure Period" – as defined in Section 11.06(a).

"Title Defect Notice" – as defined in Section 11.04.

"Title Defect Property" – as defined in Section 11.04.

"Title Defect Value" – as defined in Section 11.04.

"Tract" – the Leases and Fee Minerals within and to the extent of the legal boundaries of each specified area (in each, subject to any reservations, limitations or depth restrictions) described in Schedule 2.07(a).

"Transfer Tax" – all transfer, documentary, sales, use, stamp, registration and similar Taxes (but excluding Income Taxes) and fees arising out of, or in connection with, the transfer of the Assets.

"Transition Services Agreement" – the agreement between the Seller and Buyer regarding the operations of the Assets following the Closing, in substantially the same form as set forth in Exhibit K.

"Units" – as set forth in the definition of "Assets".

"Wells" – as set forth in the definition of "Assets".

"Working Interest" – with respect to any Well, the interest in and to such Well that is burdened with the obligation to bear and pay costs and expenses of maintenance, development and operations on or in connection with such Well (limited to the currently producing formation or Service Formation as described in the definition of "Defensible Title" and subject to any reservations, limitations or depth restrictions described on Schedule 2.07(b)), but without regard to the effect of any Royalties or other burdens.

ARTICLE 2
SALE AND TRANSFER OF ASSETS; CLOSING

2.01 **Assets.** Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell and transfer (or shall cause to be sold and transferred) the Assets to Buyer, and Buyer shall purchase, pay for, and accept the Assets from Seller.

2.02 **Purchase Price; Deposit.** Subject to any adjustments that may be made under Section 2.05, the purchase price for the Assets will be One Hundred Nineteen Million Five Hundred Thousand Dollars ($119,500,000) (the "Purchase Price"). Within one (1) Business Day after the execution of this Agreement, Buyer will deposit by wire transfer in same day funds into an escrow account (the "Escrow Account") established pursuant to the terms of a mutually agreeable Escrow Agreement (the "Escrow Agreement") an amount equal to the Deposit Amount.

The entire Deposit Amount shall be held by the Escrow Agent, and if the Closing timely occurs, on or before the Closing Date, the Parties shall execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Seller at Closing, which Deposit Amount shall be applied as a credit toward the Preliminary Amount as provided in Section 2.05(a). If this Agreement is terminated prior to the Closing in accordance with Section 9.01, then the provisions of Section 9.01(g) shall apply and the distribution of the Deposit Amount shall be governed in accordance therewith.

2.03 **Closing; Preliminary Settlement Statement.** The Closing shall take place at the offices of Kirkland & Ellis LLP at 609 Main Street, Houston, Texas 77002 on or before March 29, 2018, or if all conditions to Closing under Article 7 and Article 8 have not yet been satisfied or waived, within ten (10) Business Days, after such conditions have been satisfied or waived, subject to the provisions of Article 9 (the "Closing Date"). Subject to the provisions of Articles 7, 8, and 9, failure to consummate the purchase and sale provided for in this Agreement on the date and time and at the place determined pursuant to this Section 2.03 shall not, in and of itself, result in the termination of this Agreement and shall not relieve either Party of any obligation under this Agreement. Not later than five (5) Business Days prior to the Closing Date, Seller will deliver to Buyer a statement setting forth in reasonable detail Seller's reasonable determination of the Preliminary Amount based upon the best information available at that time (the "Preliminary Settlement Statement"). As part of the Preliminary Settlement Statement, Buyer shall provide to Seller such data as is reasonably necessary to support any estimated allocation, for purposes of establishing the Preliminary Amount. Within two (2) Business Days after its receipt of the Preliminary Settlement Statement, Buyer may submit to Seller in writing any objections or proposed changes thereto and Seller shall consider all such objections and proposed changes in good faith. The estimate agreed to by Seller and Buyer, or, absent such agreement, delivered in the Preliminary Settlement Statement by Seller in accordance with this Section 2.03, will be the Preliminary Amount to be paid by Buyer to Seller at the Closing.

2.04 **Closing Obligations.** At the Closing:

(a) Each Seller Party shall deliver (and execute, as appropriate), or cause to be delivered (and executed, as appropriate), to Buyer:

(i) the Instruments of Conveyance in the appropriate number for recording in the real property records where the Assets are located;

(ii) possession of the Assets (except the Specified Receivables and Suspense Funds, which shall be conveyed to Buyer by way of one or more adjustments to the Purchase Price as provided in Section 2.05(c)(i)(F) and 2.05(c)(ii)(E));

(iii) a certificate, in substantially the form set forth in Exhibit G executed by an officer of such Seller Party, certifying on behalf of such Seller Party that the conditions to Closing set forth in Sections 7.01 and 7.02 have been fulfilled;

(iv) a Treasury Regulation Section 1.1445-2(b)(2) statement, certifying that such Seller Party is not a "foreign person" within the meaning of the Code;

(v) an executed counterpart of the Preliminary Settlement Statement;

(vi) for each Well operated by such Seller Party or its Affiliate on the Closing Date, such regulatory documentation on forms prepared by Buyer as is necessary to designate Buyer as operator of such Wells;

(vii) a recordable release in a form reasonably acceptable to Buyer of any trust, mortgages, financing statements, fixture filings and security agreements, in each case, securing indebtedness for borrowed money made by such Seller Party or its Affiliates affecting the Assets; and

(viii) an executed counterpart of the Transition Services Agreement; and

(ix) such documents as Buyer or counsel for Buyer may reasonably request, including letters-in-lieu of transfer order to purchasers of production from the Wells (which shall be prepared and provided by Buyer and reasonably satisfactory to Seller).

(b) Buyer shall deliver (and execute, as appropriate) to Seller:

(i) the Preliminary Amount (less the Deposit Amount) by wire transfer to the accounts specified by Seller in written notices given by Seller to Buyer at least two (2) Business Days prior to the Closing Date;

(ii) the Instruments of Conveyance in the appropriate number for recording in the real property records where the Assets are located;

(iii) a certificate, in substantially the form set forth in Exhibit G executed by an officer of Buyer, certifying on behalf of Buyer that the conditions to Closing set forth in Sections 8.01 and 8.02 have been fulfilled;

(iv) an executed counterpart of the Preliminary Settlement Statement;

(v) for each Well operated by any Seller Party or its Affiliate on the Closing Date, such regulatory documentation as is necessary to designate Buyer as operator of such Wells and the other Assets;

(vi) evidence of replacement bonds, guarantees, and other sureties pursuant to Section 6.03(a) and evidence of such other authorizations and qualifications as may be necessary for Buyer to own and operate the Assets;

(vii) an executed counterpart of the Transition Services Agreement; and

(viii) such other documents as Seller or counsel for Seller may reasonably request, including letters-in-lieu of transfer order to purchasers of production from the Wells (which shall be prepared and provided by Buyer and reasonably satisfactory to Seller).

2.05 **Allocations and Adjustments.** If the Closing occurs:

(a) Buyer shall be entitled to all production and products from or attributable to the Assets from and after the Effective Time and the proceeds thereof, and to all other income, proceeds, receipts, and credits earned with respect to the Assets on or after the Effective Time, and shall be responsible for (and entitled to any refunds with respect to) all Property Costs attributable to the Assets and incurred from and after the Effective Time. Seller shall be entitled to all production and products from or attributable to the Assets prior to the Effective Time and the proceeds thereof, and shall be responsible for (and entitled to any refunds with respect to) all Property Costs attributable to the Assets and incurred prior to the Effective Time. "Earned" and "incurred," as used in this Agreement, shall be interpreted in accordance with generally accepted accounting principles and Council of Petroleum Accountants Society (COPAS) standards.

(b) Without limiting the allocation of costs and receipts set forth in Section 2.05(a), for each Well operated by Seller or its Affiliate, (i) for each Well operated by Seller or its Affiliate, Seller or its Affiliate shall retain overhead charges and rates received in its capacity as "Operator" under any operating agreement or COPAS accounting procedure attributable to such Well, and (ii) Seller or its Affiliate shall be entitled to deduct and retain as overhead charges for all Wells an additional total amount equal to $120,000 per month for time periods between the Effective Time and Closing. The charges and deductions under this Section 2.05(b) shall accrue from the Effective Time through the month in which transfer of operations occurs; *provided however*, that the overhead charges for the month in which transfer of operations occurs shall be prorated based upon the number of days in such month that Seller or its Affiliate operated such Wells (and for the number of days that the Well was in drilling or completion, or was in production, as applicable). For purposes of allocating revenues, production, proceeds, income, accounts receivable, and products under this Section 2.05, (A) liquid Hydrocarbons produced into storage facilities will be deemed to be "from or attributable to" the Wells when they pass through the pipeline connecting into the storage facilities into which they are run, and (B) gaseous Hydrocarbons and liquid Hydrocarbons produced into pipelines will be deemed to be "from or attributable to" the Wells when they pass through the receipt point sales meters on the pipelines through which they are transported. In order to accomplish the foregoing allocation of production, the Parties shall rely upon the gauging, metering, and strapping procedures, if any, conducted by Seller on or about the Effective Time and, unless demonstrated to be inaccurate, shall utilize reasonable interpolating procedures to arrive at an allocation of production when exact gauging, metering, and strapping data is not available on hand as of the Effective Time. Asset Taxes for 2018 shall be prorated in accordance with Section 13.02(b).

(c) The Purchase Price shall be, without duplication,

(i) increased by the following amounts:

(A) the aggregate amount of (i) proceeds received by Buyer from the sale of Hydrocarbons produced from and attributable to the Assets during any period prior to the Effective Time to which Seller is entitled under Section 2.05(a) (net of any (x) Royalties and (y) gathering, processing, transportation and other midstream costs) and (ii) other proceeds received with respect to the Assets for which Seller would otherwise be entitled under Section 2.05(a);

(B) the amount of all Asset Taxes allocable to Buyer pursuant to Section 13.02(b) but paid or economically borne by Seller;

(C) the aggregate amount of all non-reimbursed Property Costs (other than Asset Taxes) that have been paid by Seller that are attributable to the ownership and operation of the Assets after the Effective Time (including prepayments with respect to any period after the Effective Time);

(D) the amount of any other upward adjustment specifically provided for in this Agreement or mutually agreed upon by the Parties;

(E) to the extent that proceeds for such volumes have not been received by Seller, an amount equal to the value of all Hydrocarbons attributable to the Wells in storage facilities, stock tanks, pipelines or plants as of the Effective Time;

(F) an amount equal to seventy-five percent (75%) of the Specified Receivables attributable to any period prior to the Effective Time;

(G) if applicable, the amount, if any, of Imbalances in favor of Seller, *multiplied by* $2.47 per Mcf, or, to the extent that the applicable Contracts provide for cash balancing, the actual cash balance amount determined to be due to Seller as of the Effective Time; and

(ii) decreased by the following amounts:

(A) the aggregate amount of (i) proceeds received by Seller from the sale of Hydrocarbons produced from and attributable to the Assets from and after the Effective Time to which Buyer is entitled under Section 2.05(a) (net of any (x) Royalties and (y) gathering, processing, transportation and other midstream costs) and (ii) other proceeds received by Seller with respect to the Assets for which Buyer would otherwise be entitled under Section 2.05(a);

(B) the amount of all Asset Taxes allocable to Seller pursuant to Section 13.02(b) but paid or economically borne by Buyer;

(C) the aggregate amount of all downward adjustments pursuant to Article 11 ;

(D) the aggregate amount of all non-reimbursed Property Costs (other than Asset Taxes) that are attributable to the ownership or operation of the Assets prior to the Effective Time (excluding prepayments with respect to any period after the Effective Time) and paid by Buyer;

(E) the amount of the Suspense Funds;

(F) the amount of any other downward adjustment specifically provided for in this Agreement or mutually agreed upon by the Parties; and

(G) if applicable, the amount, if any, of Imbalances owing by Seller, *multiplied by* $2.47 per Mcf, or, to the extent that the applicable Contracts provide for cash balancing, the actual cash balance amount determined to be owed by Seller as of the Effective Time.

(d) As soon as practicable after the Closing, but no later than one hundred twenty (120) days following the Closing Date, Seller shall prepare and submit to Buyer a statement (the "Final Settlement Statement") setting forth each adjustment or payment which was not finally determined as of the Closing Date and showing the values used to determine such adjustments to reflect the final adjusted Purchase Price. On or before thirty (30) days after receipt of the Final Settlement Statement, Buyer shall deliver to Seller a written report containing any changes that Buyer proposes be made to the Final Settlement Statement and an explanation of any such changes and the reasons therefor together with any supporting information (the "Dispute Notice"). During such thirty (30)-day period, Buyer shall be given reasonable access to Seller's books and records relating to the matters required to be accounted for in the Final Settlement Statement. Any changes not included in the Dispute Notice shall be deemed waived. If Buyer fails to timely deliver a Dispute Notice to Seller containing changes Buyer proposes to be made to the Final Settlement Statement, the Final Settlement Statement as delivered by Seller will be deemed to be mutually agreed upon by the Parties and will be final and binding on the Parties. Upon delivery of the Dispute Notice, the Parties shall undertake to agree with respect to any disputed amounts identified therein by the date that is one hundred eighty (180) days after the Closing Date (the "Post-Closing Date"). Except for Title Defect and Environmental Defect adjustments pursuant to Section 2.05(c)(ii)(C), which shall be subject to the arbitration provisions of Section 11.15, if the Parties are still unable to agree regarding any item set forth in the Dispute Notice as of the Post-Closing Date, then the Parties shall submit to a nationally recognized independent accounting firm mutually agreed upon by the Parties (the "Accounting Expert") a written notice of such dispute along with reasonable supporting detail for the position of Buyer and Seller, respectively, and the Accounting Expert shall finally determine such disputed item in accordance with the terms of this Agreement. The Accounting Expert shall act as an expert and not an arbitrator. In determining the proper amount of any adjustment to the Purchase Price related to the disputed item, the Accounting Expert shall not increase the Purchase Price more than the increase proposed by Seller nor decrease the Purchase Price more than the decrease proposed by Buyer, as applicable. The decision of such Accounting Expert shall be binding on the Parties, and the fees and expenses of such Accounting Expert shall be borne one-half (1/2) by Seller and one-half (1/2) by Buyer. The date upon which all adjustments and amounts in the Final Settlement Statement are agreed to (or deemed agreed to) or fully and finally determined by the Accounting Expert as set forth in this Section 2.05(d) shall be called the "Final Settlement Date," and the final adjusted Purchase Price shall be called the "Final Amount." If (a) the Final Amount is more than the Preliminary Amount, Buyer shall pay to Seller an amount equal to the Final Amount, *minus* the Preliminary Amount; or (b) the Final Amount is less than the Preliminary Amount, Seller shall pay to Buyer an amount equal to the Preliminary Amount, *minus* the Final Amount. Such payment shall be made within five (5) Business Days after the Final Settlement Date by wire transfer of immediately available funds to the accounts specified pursuant to wire instructions delivered in advance by Seller or Buyer, as applicable.

2.06 **Assumption.** If the Closing occurs, from and after the Closing Date, Buyer shall assume, fulfill, perform, pay, and discharge the following liabilities arising from, based upon, related to, or associated with the Assets and only to the extent not constituting Retained Liabilities (collectively, the "Assumed Liabilities") subject to Seller's indemnity obligations under Section 10.02 (further subject to the limitations and restrictions in Article 10): any and all Damages and obligations, known or unknown, allocable to the Assets prior to, at, or after the Effective Time, including any and all Damages and obligations: (a) attributable to or resulting from the use, maintenance, ownership, or operation of the Assets, regardless whether arising before, at or after the Effective Time, except for Property Costs which shall have been accounted for as provided under Section 2.05; (b) imposed by any Legal Requirement or Governmental Body relating to the Assets, (c) for plugging, abandonment, decommissioning, and surface restoration of the Assets, including oil, gas, injection, water, or other wells and all surface facilities; (d) subject to Buyer's rights and remedies set forth in Article 11 and the special warranty of Defensible Title set forth in the Instruments of Conveyance, attributable to or resulting from lack of Defensible Title to the Assets; (e) attributable to the Suspense Funds, to the extent actually received by Buyer (or for which a reduction to the Purchase Price was made); (f) attributable to the Imbalances; (g) subject to Buyer's rights and remedies set forth in Article 11, attributable to or resulting from all Environmental Liabilities relating to the Assets; (h) related to the conveyance of the Assets to Buyer at Closing (including arising from the conveyance thereof without consent or in violation of a preferential purchase right or any maintenance of uniform interest provision); (i) attributable to or resulting from Asset Taxes and assessments attributable to the Assets to the extent attributable to periods (or portions thereof) from and after the Effective Time; (j) attributable to or resulting from Transfer Taxes, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties, if any, imposed or required in connection with the sale of the Assets to Buyer or the filing or recording of all assignments related to the sale of the Assets to Buyer; (k) attributable to the Leases and the Applicable Contracts; and (l) attributable to the Assumed Litigation. Buyer acknowledges that: (i) the Assets have been used in connection with the exploration for, and the development, production, treatment, and transportation of, Hydrocarbons; (ii) spills of wastes, Hydrocarbons, produced water, Hazardous Materials, and other materials and substances may have occurred in the past or in connection with the Assets; (iii) there is a possibility that there are currently unknown, abandoned wells, plugged wells, pipelines, and other equipment on or underneath the property underlying the Assets; (iv) it is the intent of the Parties that all liability associated with the above matters as well as any responsibility and liability to decommission, plug, or replug such wells (including the Wells) in accordance with all Legal Requirements and requirements of Governmental Bodies be passed to Buyer effective as of the Effective Time and that Buyer shall assume all responsibility and liability for such matters and all claims and demands related thereto; (v) the Assets may contain asbestos, Hazardous Materials, or NORM; (vi) NORM may affix or attach itself to the inside of wells, materials, and equipment as scale or in other forms; (vii) wells, materials, and equipment located on the Assets may contain NORM; and (viii) special procedures may be required for remediating, removing, transporting, and disposing of asbestos, NORM, Hazardous Materials, and other materials from the Assets. From and after the Closing, but effective as of the Effective Time, subject to Seller's indemnity obligations under Section 10.02 (subject to the limitations and restrictions in Article 10), Buyer shall assume, with respect to the Assets, all responsibility and liability for any assessment, remediation, removal, transportation, and disposal of these materials and associated activities in accordance with all Legal Requirements and requirements of Governmental Bodies.

2.07 **Allocation of Purchase Price.** The Purchase Price shall be allocated among the Assets as set forth in Schedule 2.07(a) and Schedule 2.07(b) hereto. Seller and Buyer agree to be bound by the Allocated Values set forth in Schedule 2.07(a) and Schedule 2.07(b) for purposes of Article 11 hereof. Seller and Buyer further agree that for the purpose of making the requisite filings under Section 1060 of the Code, and the regulations thereunder, the Purchase Price and any liabilities assumed by Buyer under this Agreement that are treated as consideration for Tax purposes shall be allocated among the Assets in a manner consistent with the Allocated Values, as set forth on Schedule 2.07(a) and Schedule 2.07(b) (the "Tax Allocation"). Seller and Buyer each agree to report, and to cause their respective Affiliates to report, the federal, state, and local income and other Tax consequences of the Contemplated Transactions, and in particular to report the information required by Section 1060(b) of the Code, and to jointly prepare Form 8594 (Asset Acquisition Statement under Section 1060 of the Code) as promptly as possible following the Closing Date and in a manner consistent with the Tax Allocation as revised to take into account subsequent adjustments to the Purchase Price, including any adjustments pursuant to the Agreement to determine the Final Amount, and shall not take any position inconsistent therewith upon examination of any tax return, in any refund claim, in any litigation, investigation or otherwise, unless required to do so by any Legal Requirement after notice to and discussions with the other Party, or with such other Party's prior consent.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLER

Each Seller Party represents and warrants to Buyer as of the Execution Date and the Closing Date, the following:

3.01 **Organization and Good Standing.** Such Seller Party is a Delaware limited liability company, and is duly organized, validly existing, and in good standing under the laws of the State of Delaware and, where required, is duly qualified to do business and is in good standing in each jurisdiction in which the Assets are located, with full limited liability company power and authority to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use. Such Seller Party is not a "foreign person" for purposes of Section 1445 of the Code.

3.02 **Authority; No Conflict.**

(a) The execution, delivery, and performance of this Agreement and the Contemplated Transactions have been duly and validly authorized by all necessary limited liability company action on the part of such Seller Party. This Agreement has been duly executed and delivered by such Seller Party and at the Closing, all instruments executed and delivered by such Seller Party at or in connection with the Closing shall have been duly executed and delivered by such Seller Party. This Agreement constitutes the legal, valid, and binding obligation of such Seller Party, enforceable against such Seller Party in accordance with its terms, except as such enforceability may be limited by applicable

bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law). Upon execution and delivery by such Seller Party of the Instruments of Conveyance at the Closing, such Instruments of Conveyance shall constitute legal, valid and binding transfers and conveyances of the Assets. Upon the execution and delivery by such Seller Party of any other documents at the Closing (collectively with the Instruments of Conveyance, such Seller Party's "Seller Closing Documents"), such Seller Closing Documents shall constitute the legal, valid, and binding obligations of such Seller Party, enforceable against such Seller Party in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law).

(b) Except as set forth in Schedule 3.02(b), and assuming the receipt of all Consents and the waiver of all Preferential Purchase Rights (in each case) applicable to the Contemplated Transactions, neither the execution and delivery of this Agreement by such Seller Party nor the consummation or performance of any of the Contemplated Transactions by such Seller Party shall, directly or indirectly (with or without notice or lapse of time):

(i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of such Seller Party, or (B) any resolution adopted by the board of directors, managers or officers of such Seller Party;

(ii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any Contract or agreement or any Legal Requirement or Order to which such Seller Party, or any of the Assets, may be subject;

(iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that relates to the Assets; or

(iv) result in the imposition or creation of any Encumbrance upon or with respect to any of the Assets, except for Permitted Encumbrances.

3.03 **Bankruptcy.** Except for claims or matters related to the bankruptcy case of Linn Energy, LLC and its subsidiaries commenced on May 11, 2016 and concluded on February 28, 2017, for which the United States Bankruptcy Court for the Southern District of Texas retains jurisdiction, there are no bankruptcy, reorganization, receivership, or arrangement proceedings pending or being contemplated by such Seller Party or, to such Seller Party's Knowledge, Threatened against such Seller Party.

3.04 **Taxes.** All material Tax Returns required to be filed by such Seller Party with respect to Asset Taxes have been timely filed and all such Tax Returns are correct and complete in all material respects. All material Asset Taxes required to be paid by such Seller Party with

respect to the Assets that are or have become due have been timely paid in full, and such Seller Party is not delinquent in the payment of any such Asset Taxes. There is not currently in effect any extension or waiver of any statute of limitations of any jurisdiction regarding the assessment or collection of any Asset Taxes. There are no liens on any of the Assets attributable to Taxes other than Permitted Encumbrances. There are no administrative or judicial proceedings by any taxing authority pending against Seller relating to or in connection with any Asset Taxes. All Tax withholding and deposit requirements imposed by applicable Legal Requirements with respect to any of the Assets have been satisfied in all material respects. No Asset is subject to any tax partnership agreement or is otherwise treated, or required to be treated, as held in an arrangement requiring a partnership income tax return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code or any similar state statute. Such Seller Party paid Texas use tax on the original purchase price of the Assets to the extent required under applicable Legal Requirements.

3.05 **Legal Proceedings.** Other than the Assumed Litigation and Retained Litigation, such Seller Party has not been served with any Proceeding, and, to such Seller Party's Knowledge, there is no pending or Threatened Proceeding (except for immaterial or frivolous claims) against such Seller Party or any of its Affiliates, in each case, that (a) relates to such Seller Party's ownership or operation of any of the Assets, or (b) challenges,

or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions.

3.06 **Brokers.** Neither such Seller Party nor its Affiliates have incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the Contemplated Transactions other than obligations that are and will remain the sole responsibility of such Seller Party and its Affiliates.

3.07 **Compliance with Legal Requirements.** To such Seller Party's Knowledge, except as set forth in Schedule 3.07 or where lack of compliance would not have a Material Adverse Effect, there is no uncured violation by such Seller Party of any Legal Requirements (other than Environmental Laws) with respect to such Seller Party's ownership and operation of the Assets.

3.08 **Prepayments.** Except for any Imbalances, such Seller Party has not received payment under any Contract for the sale of Hydrocarbons produced from the Assets which requires delivery in the future to any party of Hydrocarbons previously paid for and not yet delivered.

3.09 **Imbalances.** To such Seller Party's Knowledge, except as set forth in Schedule 3.09, there are no Imbalances with respect to such Seller Party's obligations relating to the Wells as of the Effective Time.

3.10 **Material Contracts.** To such Seller Party's Knowledge, Schedule 3.10 sets forth all Applicable Contracts with respect to such Seller Party of the type described below as of the Execution Date (collectively, the "Material Contracts"):

(a) any Applicable Contract that is a Hydrocarbon purchase and sale, transportation, gathering, treating, processing, or similar Applicable Contract that is not terminable without penalty on ninety (90) days' or less notice;

(b) any Applicable Contract that can reasonably be expected to result in aggregate payments by such Seller Party of more than Two Hundred Thousand Dollars ($200,000) net to such Seller Party's interest during the current or any subsequent fiscal year or more than Five Hundred Thousand ($500,000) in the aggregate net to such Seller Party's interest over the term of such Applicable Contract (based on the terms thereof and contracted (or if none, current) quantities where applicable);

(c) any Applicable Contract that is an indenture, mortgage, loan, credit agreement, sale-leaseback, guaranty of any obligation, bond, letter of credit, or similar financial Contract; and

(d) any Applicable Contract that constitutes a partnership agreement, joint venture agreement, area of mutual interest agreement, joint development agreement, joint operating agreement, farmin or farmout agreement or similar Contract where the primary obligation has not been completed prior to the Effective Time (in each case, excluding any tax partnership).

Neither such Seller Party, nor to the Knowledge of such Seller Party, any other party is in default under any Material Contract, except as set forth in Schedule 3.10. Except as set forth in Schedule 3.10, there are no Contracts with Affiliates of such Seller Party that will be binding on the Assets after Closing.

3.11 **Consents and Preferential Purchase Rights.** To such Seller Party's Knowledge, except as set forth in Schedule 3.11, none of the Assets is subject to any Preferential Purchase Rights or Consents required to be obtained by such Seller Party which may be applicable to the Contemplated Transactions, except for (a) Consents and approvals of Governmental Bodies that are customarily obtained after Closing, and (b) Contracts that are terminable upon not greater than ninety (90) days' notice without payment of any fee.

3.12 **Permits.** Except as set forth in Schedule 3.12, (a) with respect to Assets currently operated by such Seller Party or any of its Affiliates, such Seller Party or its Affiliate (as applicable) has acquired all Permits from appropriate Governmental Bodies to conduct operations on such Assets in material compliance with all applicable Legal Requirements; (b) all such Permits are in full force and effect and no Proceeding is pending or to Seller's Knowledge Threatened to suspend, revoke or terminate any such Permit or declare any such Permit invalid; and (c) such Seller Party is in compliance in all material respects with all such Permits.

3.13 **Current Commitments.** Schedule 3.13 sets forth, as of the Execution Date, all approved authorizations for expenditures and other approved capital commitments, individually equal to or greater than One Hundred Thousand Dollars ($100,000) (net to such Seller Party's interest) (the "AFEs") relating to the Assets and which are binding on the owner of the Assets following the Effective Time, to drill or rework any Wells or for other capital expenditures pursuant to any of the Material Contracts for which all of the activities anticipated in such AFEs have not been completed by the Execution Date.

3.14 **Environmental Laws.** Except as disclosed on Schedule 3.14, (a) there are no actions, suits or proceedings pending, or to such Seller Party's Knowledge, threatened in writing, before any Governmental Body with respect to the Assets alleging material violations of, or

material liabilities under, Environmental Laws, or claiming remediation obligations, and (b) such Seller Party has received no notice from any Governmental Body of any alleged or actual material violation or non-compliance with, or material liability under, any Environmental Law or of material non-compliance with the terms or conditions of any environmental permits, arising from, based upon, associated with or related to the Assets or the ownership or operation of any thereof.

3.15 **Wells.** Except as disclosed on Schedule 3.15 (a) no Well is subject to material penalties on allowable production after the Effective Time because of any overproduction, and (b) there are no Wells that such Seller Party is obligated by applicable Law or contract to plug or abandon or that are currently subject to exceptions to a requirement to plug or abandon issued by a Governmental Body

3.16 **Employee Benefits.**

(a) Schedule 3.16(a) contains a true and complete list of each "employee benefit plan," as defined in Section 3(3) of ERISA, and all other retirement, pension, deferred compensation, bonus, incentive, severance, executive life insurance, vacation, stock purchase, stock option, phantom stock, equity, employment, profit sharing, retention, stay bonus, change of control and other compensation or benefit plans, programs, agreements or arrangements maintained, sponsored or contributed to by such Seller Party or any of its ERISA Affiliates for the benefit of any Available Employee (collectively, such Seller Party's "Seller Benefit Plans").

(b) THIS SECTION 3.16 CONTAINS THE EXCLUSIVE REPRESENTATIONS AND WARRANTIES OF SUCH SELLER PARTY WITH RESPECT TO EMPLOYEE BENEFITS MATTERS. NO OTHER PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED AS CONSTITUTING A REPRESENTATION OR WARRANTY REGARDING SUCH MATTERS.

3.17 **Knowledge Qualifier for Non-Operated Assets.** To the extent that such Seller Party has made any representations or warranties in this Article 3 in connection with matters relating to Non-Operated Assets, each and every such representation and warranty shall be deemed to be qualified by the phrase, "To such Seller Party's Knowledge."

3.18 **Disclosures with Multiple Applicability; Materiality.** If any fact, condition, or matter disclosed in Seller's disclosure Schedules applies to more than one Section of this Article 3, a single disclosure of such fact, condition, or matter on Seller's disclosure Schedules shall constitute disclosure with respect to all sections of this Article 3 to which such fact, condition, or other matter applies, regardless of the section of Seller's disclosure Schedules in which such fact, condition, or other matter is described. Inclusion of a matter on Seller's disclosure Schedules with respect to a representation or warranty that is qualified by "material" or "Material Adverse Effect" or any variant thereof shall not necessarily be deemed an indication that such matter does, or may, be material or have a Material Adverse Effect. Matters may be disclosed on a Schedule to this Agreement for purposes of information only.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, as of the Execution Date and the Closing Date, the following:

4.01 **Organization and Good Standing.** Buyer is a limited partnership and duly organized, validly existing, and in good standing under the laws of Texas and is duly qualified to do business and is in good standing in each jurisdiction in which the Assets are located. Buyer's Affiliate Scout Energy Management, LLC is a limited liability company and duly organized, validly existing, and in good standing under the laws of Texas and is duly qualified to do business and is in good standing in each jurisdiction in which the Assets are located.

4.02 **Authority; No Conflict.**

(a) This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Upon the execution and delivery by Buyer of the Instruments of Conveyance and any other documents executed and delivered by Buyer at the Closing (collectively, "Buyer's Closing Documents"), Buyer's Closing Documents shall constitute the legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Buyer has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and Buyer's Closing Documents, and to perform its obligations under this Agreement and Buyer's Closing Documents.

(b) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer shall give any Person the right to prevent, delay, or otherwise interfere with any of the Contemplated Transactions.

(c) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer shall (i) contravene, conflict with, or result in a violation of any provision of the Organizational Documents of Buyer, (ii) contravene, conflict with, or result in a violation of any resolution adopted by the board of managers, or members of Buyer, or (iii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any agreement or any Legal Requirement or Order to which Buyer may be subject.

(d) Buyer is not and shall not be required to give any notice to or obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

4.03 **Certain Proceedings.** There is no Proceeding pending against Buyer that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To Buyer's Knowledge, no such Proceeding has been Threatened.

4.04 **Knowledgeable Investor.** Buyer is an experienced and knowledgeable investor in the oil and gas business. Prior to entering into this Agreement, Buyer was advised by its own legal, tax, and other professional counsel concerning this Agreement, the Contemplated Transactions, the Assets, and their value, and it has relied solely thereon and on the representations and obligations of Seller in this Agreement and the documents to be executed by Seller in connection with this Agreement at the Closing. Buyer is acquiring the Assets for its own account and not for sale or distribution in violation of the Securities Act of 1933, as amended, the rules and regulations thereunder, any applicable state blue sky laws, or any other applicable Legal Requirements.

4.05 **Qualification.** Buyer is an "accredited investor," as such term is defined in Regulation D of the Securities Act of 1933, as amended. Buyer is not acquiring the Assets in connection with a distribution or resale thereof in violation of federal or state securities laws and the rules and regulations thereunder. Without limiting Section 6.02, Buyer is, or as of the Closing will be, qualified under applicable Legal Requirements to hold leases, rights-of-way, and other rights issued or controlled by (or on behalf of) any applicable Governmental Body and will be qualified under applicable Legal Requirements to own and operate the Assets. Buyer has, or as of the Closing will have, posted such bonds as may be required for the ownership or, where applicable, operatorship by Buyer of the Assets. To Buyer's Knowledge, no fact or condition exists with respect to Buyer or the Assets which may cause any Governmental Body to withhold its approval of the Contemplated Transactions.

4.06 **Brokers.** Neither Buyer nor its Affiliates have incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the Contemplated Transactions other than obligations that are or will remain the sole responsibility of Buyer and its Affiliates.

4.07 **Financial Ability.** Buyer has sufficient cash, available lines of credit, or other sources of immediately available funds to enable it to (a) deliver the amounts due at the Closing, (b) take such actions as may be required to consummate the Contemplated Transactions, and (c) timely pay and perform Buyer's obligations under this Agreement and Buyer's Closing Documents. Buyer expressly acknowledges that the failure to have sufficient funds shall in no event be a condition to the performance of its obligations hereunder, and in no event shall the Buyer's failure to perform its obligations hereunder be excused by failure to receive funds from any source.

4.08 **Securities Laws.** The solicitation of offers and the sale of the Assets by Seller have not been registered under any securities laws. At no time has Buyer been presented with or solicited by or through any public promotion or any form of advertising in connection with the Contemplated Transactions. Buyer is not acquiring the Assets with the intent of distributing fractional, undivided interests that would be subject to regulation by federal or state securities laws, and that if it sells, transfers, or otherwise disposes of the Assets or fractional undivided interests therein, it shall do so in compliance with applicable federal and state securities laws.

4.09 **Due Diligence.** Without limiting or impairing any representation, warranty, covenant or agreement of Seller contained in this Agreement and the Seller Closing Documents, or Buyer's right to rely thereon, subject to Buyer's rights to access the Assets to conduct a due diligence review in accordance with this Agreement, at Closing Buyer and its Representatives have (a) been permitted full and complete access to all materials relating to the Assets, (b) been afforded the opportunity to ask all questions of Seller (or Seller's Representatives) concerning the Assets, (c) been afforded the opportunity to investigate the condition of the Assets, and (d) had the opportunity to take such other actions and make such other independent investigations as Buyer deems necessary to evaluate the Assets and understand the merits and risks of an investment therein and to verify the truth, accuracy, and completeness of the materials, documents, and other information provided or made available to Buyer (whether by Seller or otherwise). **BUYER HEREBY WAIVES ANY CLAIMS ARISING OUT OF ANY MATERIALS, DOCUMENTS, OR OTHER INFORMATION PROVIDED OR MADE AVAILABLE TO BUYER (WHETHER BY SELLER OR OTHERWISE), WHETHER UNDER THIS AGREEMENT, AT COMMON LAW, BY STATUTE, OR OTHERWISE**.

4.10 **Basis of Buyer's Decision.** By reason of Buyer's knowledge and experience in the evaluation, acquisition, and operation of oil and gas properties, Buyer has evaluated the merits and the risks of purchasing the Assets from Seller and has formed an opinion based solely on Buyer's knowledge and experience, Seller's representations, warranties, covenants, and agreements contained in this Agreement and the Seller Closing Documents, and as of Closing, Buyer's due diligence, and not on any other representations or warranties by Seller. Buyer has not relied and shall not rely on any statements by Seller or its Representatives (other than those representations, warranties, covenants, and agreements of Seller contained in this Agreement and the Seller Closing Documents) in making its decision to enter into this Agreement or to close the Contemplated Transactions. **BUYER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER GOVERNMENTAL BODY HAS PASSED UPON THE ASSETS OR MADE ANY FINDING OR DETERMINATION AS TO THE FAIRNESS OF AN INVESTMENT IN THE ASSETS OR THE ACCURACY OR ADEQUACY OF THE DISCLOSURES MADE TO BUYER, AND, EXCEPT AS SET FORTH IN ARTICLE 9, BUYER IS NOT ENTITLED TO CANCEL, TERMINATE, OR REVOKE THIS AGREEMENT, WHETHER DUE TO THE INABILITY OF BUYER TO OBTAIN FINANCING OR PAY THE PURCHASE PRICE, OR OTHERWISE.**

4.11 **Business Use, Bargaining Position.** Buyer is purchasing the Assets for commercial or business use. Buyer has sufficient knowledge and experience in financial and business matters that enables it to evaluate the merits and the risks of transactions such as the Contemplated Transactions, and Buyer is not in a significantly disparate bargaining position with Seller. Buyer expressly acknowledges and recognizes that the price for which Seller has agreed to sell the Assets and perform its obligations under the terms of this Agreement has been predicated upon the inapplicability of the Texas Deceptive Trade Practices—Consumer Protection Act, V.C.T.A. BUS & COMM ANN. § 17.41 et seq. (the "DTPA"), to the extent applicable, or any

similar Legal Requirement, and the waiver of the DTPA, and any similar Legal Requirement, by Buyer contained in Section 13.04. **BUYER FURTHER RECOGNIZES THAT SELLER, IN DETERMINING TO PROCEED WITH ENTERING INTO THIS AGREEMENT, HAS EXPRESSLY RELIED ON THE PROVISIONS OF THIS ARTICLE 4.**

4.12 **Bankruptcy.** There are no bankruptcy, reorganization, receivership, or arrangement proceedings pending or being contemplated by Buyer or, to Buyer's Knowledge, Threatened against Buyer. Buyer is, and will be immediately after giving effect to the Contemplated Transactions, solvent.

ARTICLE 5
COVENANTS OF SELLER

5.01 **Access and Investigation.**

(A) Between the Execution Date and the Defect Notice Date, to the extent doing so would not violate applicable Legal Requirements, Seller's obligations to any Third Party or other restrictions on Seller, Seller shall afford Buyer and its Representatives access, by appointment only, during Seller's regular hours of business to reasonably appropriate Seller's personnel, any Seller operated Assets, contracts, books and records, and other documents and data related to the Assets, except any such contracts, books and records, or other documents and data that are Excluded Assets or that cannot, without unreasonable effort or expense, be separated from any contracts, books and records, or other documents and data that are Excluded Assets (and upon Buyer's request, Seller shall use reasonable efforts to obtain the consent of Third Party operators to give Buyer and its Representatives reasonable access to similar information with respect to Assets not operated by Seller or its Affiliates; *provided that* Seller shall not be required to make payments or undertake obligations in favor of any Third parties in order to obtain such consent); and ***PROVIDED FURTHER*** **THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER MAKES NO REPRESENTATION OR WARRANTY, AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE DOCUMENTS, INFORMATION, BOOKS, RECORDS, FILES, AND OTHER DATA THAT IT MAY PROVIDE OR DISCLOSE TO BUYER**.

(b) Notwithstanding the provisions of Section 5.01(a), (i) Buyer's investigation shall be conducted in a manner that minimizes interference with the operation of the business of Seller and any applicable Third Parties, and (ii) Buyer's right of access shall not entitle Buyer to operate equipment or conduct subsurface or other invasive testing or sampling. Environmental review shall not exceed the review contemplated by a Phase I Environmental Site Assessment without Seller's prior written permission, which may be withheld in Seller's sole discretion, subject to the provisions of Section 11.09.

(c) Buyer acknowledges that, pursuant to its right of access to the Records and the Assets, Buyer will become privy to confidential and other information of Seller and Seller's Affiliates and the Assets and that such confidential information shall be held confidential by Buyer and Buyer's Representatives in accordance with the terms of the Confidentiality Agreement. If the Closing should occur, the foregoing confidentiality restriction on Buyer,

including the Confidentiality Agreement, shall terminate (except as to the Excluded Assets); *provided* that such termination of the Confidentiality Agreement shall not relieve any party thereto from any liability thereunder for the breach of such agreement prior to the Execution Date.

5.02 **Operation of the Assets.** Except as set forth on Schedule 5.02, or as required by applicable Legal Requirements, between the Execution Date and the Closing, Seller shall operate its business with respect to its ownership and operation of the Assets in the ordinary course, and, without limiting the generality of the preceding, shall:

(a) not transfer, sell, hypothecate, encumber, or otherwise dispose of any of the Assets, except as required under any Leases or Contracts, and except for sales of Hydrocarbons, equipment and inventory in the ordinary course of business;

(b) not abandon any Asset (except the abandonment or expiration of Leases in accordance with their terms, including with respect to leases not capable of producing in paying quantities after the expiration of their primary terms or for failure to pay delay rentals or shut-in royalties or similar types of lease maintenance payments, which shall, in each case, be at Seller's sole discretion);

(c) not commence, propose, or agree to participate in any single operation with respect to the Wells or Leases with an anticipated cost in excess of Two Hundred Thousand Dollars ($200,000) net to Seller's interest, except for any emergency operations;

(d) not execute, terminate, cancel, extend, or materially amend or modify any Material Contract or Lease other than the execution or extension of a Contract for the sale, exchange, transportation, gathering, treating, or processing of Hydrocarbons terminable without penalty on ninety (90) days' or shorter notice.

Buyer acknowledges that Seller owns undivided interests in certain of the properties comprising the Assets, and Buyer agrees that the acts or omissions of the other working interest owners who are not Seller or an Affiliate of Seller shall not constitute a Breach of the provisions of this Section 5.02, nor shall any action required by a vote of working interest owners constitute such a Breach so long as Seller or its Affiliate has voted its interest in a manner that complies with the provisions of this Section 5.02. Further, no action or inaction of any Third Party operator with respect to any Asset shall constitute a Breach of this Section 5.02 to the extent Seller uses commercially reasonable efforts to cause such Third Party operator to operate such applicable Asset in a manner consistent with this Section 5.02. Seller may seek Buyer's approval to perform any action that would otherwise be restricted by this Section 5.02, and Buyer's approval of any such action shall not be unreasonably withheld, conditioned, or delayed, and shall be considered granted ten (10) days (unless a shorter time is reasonably required by the circumstances and such shorter time is specified in Seller's notice) after delivery of notice from Seller to Buyer requesting such consent unless Buyer notifies Seller to the contrary during such ten (10)-day period. Notwithstanding the foregoing provisions of this this Section 5.02, in the event of an emergency, Seller may take such action as reasonably necessary and shall notify Buyer of such action promptly thereafter. Any matter approved (or deemed approved) by Buyer pursuant to this Section 5.02 that would otherwise constitute a Breach of one of Seller's representations and warranties in Article 3 shall be deemed to be an exclusion from all representations and warranties for which it is relevant.

5.03 **Insurance.** Seller shall maintain in force during the period from the Execution Date until the Closing, all of Seller's insurance policies pertaining to the Assets in

the amounts and with the coverages currently maintained by Seller. The daily pro-rated annual premiums for insurance that accrue after the Effective Time and are attributable to the insurance coverage for the period after the Effective Time until the Closing will constitute Property Costs.

5.04 **Consent and Waivers.** Seller shall use commercially reasonable efforts to obtain prior to the Closing written waivers of all Preferential Purchase Rights and all Consents necessary for the transfer of the Assets to Buyer; *provided* that in the event Seller is unable to obtain all such waivers of Preferential Purchase Rights and Consents after using such commercially reasonable efforts, such failure to satisfy shall not constitute a Breach of this Agreement. Seller shall not be required to make any payments to, or undertake any obligations for the benefit of, the holders of such rights in order to obtain the Required Consents. Buyer shall cooperate with Seller in seeking to obtain such Consents.

5.05 **Amendment to Schedules.** Until the fifth (5th) Business Day before Closing, Seller shall have the right (but not the obligation) to supplement the Schedules relating to the representations and warranties set forth in Article 3 with respect to any matters occurring subsequent to the Execution Date. Except to the extent such updates are a direct result of actions taken with Buyer's consent pursuant to Section 5.02, prior to Closing, any such supplement shall not be considered for purposes of determining if Buyer's Closing conditions have been met under Section 7.01 or for determining any remedies available under this Agreement; *provided*, *however*, that if Closing occurs, then such supplements shall be incorporated into Seller's disclosure Schedules and any claim related to such matters disclosed in the supplements shall be deemed waived and Buyer shall not be entitled to make a claim thereon under this Agreement or otherwise with respect to such matters.

5.06 **Successor Operator.** While Buyer acknowledges that it desires to succeed Seller (or its Affiliates) as operator of those Assets or portions thereof that Seller (or its Affiliates) may presently operate, Buyer acknowledges and agrees that Seller cannot and does not covenant or warrant that Buyer shall become successor operator of such Assets because the Assets or portions thereof may be subject to operating or other agreements that control the appointment of a successor operator. Seller agrees, however, that as to the Assets any Seller Party or its Affiliate operates, Seller shall use commercially reasonable efforts to support Buyer's efforts to become successor operator of such Assets (to the extent permitted under any applicable operating agreement) effective as of the Closing (at Buyer's sole cost and expense) and to designate or appoint, to the extent legally possible and permitted under any applicable operating agreement, Buyer as successor operator of such Assets effective as of Closing.

ARTICLE 6
OTHER COVENANTS

6.01 **Notification and Cure.** Between the Execution Date and the Closing Date, Buyer shall promptly notify Seller in writing and Seller shall promptly notify Buyer in writing if Seller or Buyer, as applicable, obtain Knowledge of any Breach, in any material respect, of the other Party's representations and warranties or covenants as of the Execution Date, or of an occurrence after the Execution Date that would cause or constitute a Breach, in any material respect, of any such representation and warranty or covenant had such representation and warranty or covenants been made as of the time of occurrence or discovery of such fact or condition. If any of Buyer's or Seller's representations or warranties are untrue or shall become untrue in any material respect between the Execution Date and the Closing Date, or if any of Buyer's or Seller's covenants or agreements to be performed or observed prior to or on the Closing Date shall not have been so performed or observed in any material respect, and if such breach of representation, warranty, covenant or agreement shall (if curable) be cured by the Closing (or, if the Closing does not occur, by the date set forth in Section 9.01(d)), then such breach shall be considered not to have occurred for all purposes of this Agreement.

6.02 **Satisfaction of Conditions.** Between the Execution Date and the Closing Date (a) Seller shall use commercially reasonable efforts to cause the conditions in Article 7 to be satisfied, and (b) Buyer shall use commercially reasonable efforts to cause the conditions in Article 8 to be satisfied.

6.03 **Replacement of Insurance, Bonds, Letters of Credit, and Guaranties.**

(a) The Parties understand that none of the insurance currently maintained by Seller or Seller's Affiliates covering the Assets, nor any of the bonds, letters of credit, or guaranties, if any, posted by Seller or Seller's Affiliates with Governmental Bodies or co-owners and relating to the Assets will be transferred to Buyer. On or before the Closing Date, Buyer (and, as applicable, its Affiliate Scout Energy Management LLC, to the extent Buyer appoints Scout Energy Management LLC as its agent to operate any of the Assets) shall obtain, and deliver to Seller evidence of, all necessary replacement bonds, letters of credit, and guaranties, and evidence of such other authorizations, qualifications, and approvals as may be necessary for Buyer to own and, with respect to Assets currently operated by Seller or its Affiliates, operate the Assets. Promptly following the Closing, Buyer shall obtain or cause to be obtained in the name of Buyer or, as applicable, its Affiliate Scout Energy Management LLC, such insurance covering the Assets as would be obtained by a reasonably prudent operator in a similar situation.

(b) Promptly (but in no event later than thirty (30) days) after Closing, Buyer shall, at its sole cost and expense, make all filings with Governmental Bodies necessary to assign and transfer the Assets and title thereto and to comply with applicable Legal Requirements, and Seller shall reasonably assist Buyer with such filings. Buyer shall indemnify, defend, and hold harmless Seller Group from and against all Damages arising out of Buyer's holding of such title or operatorship of the Assets after the Closing and prior to the securing of any necessary Consents and approvals of the Contemplated Transactions from Governmental Bodies.

6.04 **Governmental Reviews.** Seller and Buyer shall (and shall cause their respective Affiliates to), in a timely manner, make all other required filings (if any) with, prepare applications to, and conduct negotiations with Governmental Bodies as required to consummate the Contemplated Transactions. Each Party shall, to the extent permitted pursuant to applicable Legal

Requirements, cooperate with and use all reasonable efforts to assist the other with respect to such filings, applications and negotiations. Buyer shall bear the cost of all filing or application fees payable to any Governmental Body with respect to the Contemplated Transactions, regardless of whether Buyer, Seller, or any Affiliate of any of them is required to make the payment.

ARTICLE 7
CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

7.01 **Accuracy of Representations.** All of Seller's representations and warranties in this Agreement must have been true and correct in all material respects (or, with respect to representations and warranties qualified by materiality or Material Adverse Effect, true and correct in all respects) as of the Execution Date, and must be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality or Material Adverse Effect, true and correct in all respects) as of the Closing Date as if made on the Closing Date, other than any such representation and warranty that refers to a specified date, which need only be true and correct in all material respects (or, if qualified by materiality or Material Adverse Effect, true and correct in all respects) on and as of such specified date.

7.02 **Seller's Performance.** All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

7.03 **No Proceedings.** Since the Execution Date, there must not have been commenced or Threatened against Seller, or against any of Seller's Affiliates, any Proceeding (other than any matter initiated by either Buyer or its Affiliates) seeking to restrain, enjoin, or otherwise prohibit or make illegal, or seeking to recover material damages on account of, any of the Contemplated Transactions.

7.04 **No Orders.** On the Closing Date, there shall be no Order pending or remaining in force of any Governmental Body having appropriate jurisdiction that attempts to restrain, enjoin, or otherwise prohibit the consummation of the Contemplated Transactions, or that grants material damages in connection therewith.

7.05 **Necessary Consents and Approvals.** All Consents from Governmental Bodies and all approvals from Governmental Bodies required for the Contemplated Transactions, except Consents and approvals of assignments by Governmental Bodies that are customarily obtained after closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

7.06 **Closing Deliverables.** Seller shall have delivered (or be ready, willing and able to deliver at the Closing) to Buyer the documents and other items required to be delivered by Seller under Section 2.04(a).

7.07 **Title Defect Values, Environmental Defect Values, etc**. The sum of (i) all Title Defect Values agreed on by the Parties or finally determined pursuant to Article 11, *plus* (ii) the Aggregate Environmental Defect Values agreed on by the Parties or finally determined pursuant to Article 11, *plus* (iii) the aggregate downward Purchase Price adjustments under Section 11.09, *plus* (iv) the aggregate downward Purchase Price adjustments under Section 11.03, exceeds twenty-five percent (25%) of the unadjusted Purchase Price.

ARTICLE 8
CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

Seller's obligation to sell the Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller, in whole or in part):

8.01 **Accuracy of Representations.** All of Buyer's representations and warranties in this Agreement must have been true and correct in all material respects (or, with respect to representations and warranties qualified by materiality or Material Adverse Effect, true and correct in all respects) as of the Execution Date, and must be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality or Material Adverse Effect, true and correct in all respects) as of the Closing Date as if made on the Closing Date, other than any such representation and warranty that refers to a specified date, which need only be true and correct in all material respects (or, if qualified by materiality or Material Adverse Effect, true and correct in all respects) on and as of such specified date.

8.02 **Buyer's Performance.** All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

8.03 **No Proceedings.** Since the Execution Date, there must not have been commenced or Threatened against Buyer or against any of its Affiliates, any Proceeding (other than any matter initiated by Seller or an Affiliate of Seller) seeking to restrain, enjoin, or otherwise prohibit or make illegal, or seeking to recover material damages on account of, any of the Contemplated Transactions.

8.04 **No Orders.** On the Closing Date, there shall be no Order pending or remaining in force of any Governmental Body having appropriate jurisdiction that attempts to restrain, enjoin, or otherwise prohibit the consummation of the Contemplated Transactions, or that grants material damages in connection therewith.

8.05 **Necessary Consents and Approvals.** All Consents from Governmental Bodies and all approvals from Governmental Bodies required for the Contemplated Transactions, except Consents and approvals of assignments by Governmental Bodies that are customarily obtained after closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

8.06 **Closing Deliverables.** Buyer shall have delivered (or be ready, willing and able to deliver at the Closing) to Seller the documents and other items required to be delivered by Buyer under Section 2.04(b).

8.07 **Title Defect Values, Environmental Defect Values, etc**. The sum of (i) all Title Defect Values agreed on by the Parties or finally determined pursuant to Article 11, *plus* (ii) the Aggregate Environmental Defect Values agreed on by the Parties or finally determined pursuant to Article 11, *plus* (iii) the aggregate downward Purchase Price adjustments under Section 11.02, *plus* (iv) the aggregate downward Purchase Price adjustments under Section 11.09, *plus* (v) the aggregate downward Purchase Price adjustments under Section 11.03, exceeds twenty-five percent (25%) of the unadjusted Purchase Price.

8.08 **Qualifications.** Buyer shall have obtained or, where applicable caused its Affiliate Scout Energy Management LLC to obtain, all authorizations, qualifications, and approvals required to be obtained prior to Closing under Section 6.03(a).

ARTICLE 9
TERMINATION

9.01 **Termination Events.** This Agreement may, by written notice given prior to or at the Closing, be terminated:

(a) by mutual written consent of Seller and Buyer;

(b) by Buyer, if Seller has committed a material Breach of this Agreement and such Breach causes any of the conditions to Closing set forth in Article 7 not to be satisfied (or, if prior to Closing, such Breach is of such a magnitude or effect that it will not be possible for such condition to be satisfied); *provided*, *however*, that in the case of a Breach that is capable of being cured, Seller shall have a period of ten (10) Business Days following receipt of such notice to attempt to cure the Breach and the termination under this Section 9.01(b) shall not become effective unless Seller fails to cure such Breach prior to the end of such ten (10) Business Day period; *provided*, *further*, if (i) Seller's conditions to Closing have been satisfied or waived in full, (ii) Seller is not in material Breach of the terms of this Agreement and (iii) all of Buyer's conditions to Closing have been satisfied or waived, then the refusal or willful or negligent delay by Seller to timely close the Contemplated Transactions shall constitute a material Breach of this Agreement;

(c) by Seller, if Buyer has committed a material Breach of this Agreement and such breach causes any of the conditions to Closing set forth in Article 8 not to be satisfied (or, if prior to Closing, such Breach is of such a magnitude or effect that it will not be possible for such condition to be satisfied); *provided*, *however*, that in the case of a Breach that is capable of being cured, Buyer shall have a period of ten (10) Business Days following receipt of such notice to attempt to cure the Breach and the termination under this Section 9.01(c) shall not become effective unless Buyer fails to cure such Breach prior to the end of such ten (10) Business Day period; *provided*, *further*, if (i) Buyer's conditions to Closing have been satisfied or waived in full, (ii) Buyer is not in material Breach of the terms of this Agreement and (iii) all of Seller's conditions to Closing have been satisfied or waived, then the refusal or willful or negligent delay by Buyer to timely close the Contemplated Transactions shall constitute a material Breach of this Agreement;

(d) by either Seller or Buyer if the Closing has not occurred on or before April 15, 2018 (the "Outside Date"), or such later date as the Parties may agree upon in writing; *provided* that such failure does not result primarily from the terminating Party's material Breach of this Agreement;

(e) by either Seller or Buyer if (i) any Legal Requirement has made the consummation of the Contemplated Transactions illegal or otherwise prohibited, or (ii) a Governmental Body has issued an Order, or taken any other action permanently restraining, enjoining, or otherwise prohibiting the consummation of the Contemplated Transactions, and such order, decree, ruling, or other action has become final and non-appealable;

(f) by Seller if the Closing condition in Section 8.07 is not satisfied (or not possible of being satisfied at Closing);

(g) by Buyer if the Closing condition in Section 7.07 is not satisfied (or not possible of being satisfied at Closing; or

(h) by Seller if Buyer fails to deposit the Deposit Amount into the Escrow Account on or before 5:00 p.m. (Central Time) on the first (1st) Business Day after the Execution Date.

9.02 **Effect of Termination; Distribution of the Deposit Amount.**

(a) If this Agreement is terminated pursuant to Section 9.01, all further obligations of the Parties under this Agreement shall terminate; *provided* that (a) such termination shall not impair nor restrict the rights of either Party against the other with respect to the Deposit Amount pursuant to Section 9.02(b), (b) except to the extent either Party has received the Deposit Amount (or, with respect to Buyer, damages in an amount up to the Deposit Amount) as liquidated damages pursuant to Section 9.02(b), the termination of this Agreement shall not relieve any Party from liability for any failure to perform or observe in any material respect any of its agreements or covenants contained herein which are to be performed or observed at or prior to Closing, (c) except to the extent either Party has received the Deposit Amount (or, with respect to Buyer, damages in an amount up to the Deposit Amount) as liquidated damages pursuant to Section 9.02(b), to the extent such termination results from the material Breach by a Party of any of its covenants or agreements hereunder, the other Party shall be entitled to all remedies available at law or in equity with respect to such Breach and shall be entitled to recover court costs and reasonable attorneys' fees in addition to any other relief to which such Party may be entitled, and (d) the following provisions shall survive the termination: Article 1 , Sections 9.02, 10.02(c), 10.03(c), 10.06, 10.07, 10.10, 10.11, 10.12, Article 13 (other than Section 13.01) and any such terms as set forth in this Agreement that are necessary to give context to any of the foregoing surviving Sections.

(b) Notwithstanding anything to the contrary in Section 9.02(a):

(i) If Seller has the right to terminate this Agreement (A) pursuant to Section 9.01(c) or (B) pursuant to Section 9.01(d), if at such time Seller could have terminated this Agreement pursuant to Section 9.01(c) (without regard to any cure periods contemplated therein), then, in either case, Seller shall have the right, at its sole

discretion, to receive the Deposit Amount as liquidated damages (and not as a penalty). If Seller elects to terminate this Agreement pursuant to this Section 9.02(b)(i) and receive the Deposit Amount as liquidated damages, (x) the Parties shall, within two (2) Business Days of Seller's election, execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Seller and (y) Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(ii) If Buyer has the right to terminate this Agreement (A) pursuant to Section 9.01(b) or (B) pursuant to Section 9.01(d), if at such time Seller could have terminated this Agreement pursuant to Section 9.01(b) (without regard to any cure periods contemplated therein), then, in either case, Buyer shall have the right, at its sole discretion, to either (1) enforce specific performance by Buyer of this Agreement, without posting any bond or the necessity of proving the inadequacy as a remedy of monetary damages, in which event the Deposit Amount will be applied as called for herein, or (2) if Buyer does not seek and successfully enforce specific performance, terminate this Agreement and (in addition to retention of the Deposit Amount) seek to recover damages from Seller in an amount up to, but not exceeding the Deposit Amount, as liquidated damages (and not as a penalty). If Buyer elects to terminate this Agreement pursuant to this Section 9.02(b)(ii) and seek damages in an amount up to the Deposit Amount as liquidated damages, the Parties shall, within two (2) Business Days of Buyer's election, (x) execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Buyer and (y) Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(c) The Parties recognize that the actual damages for a Party's material Breach of this Agreement would be difficult or impossible to ascertain with reasonable certainty and agree that the Deposit Amount would be a reasonable liquidated damages amount for such material Breach.

(d) If this Agreement is terminated by either Buyer or Seller pursuant to Section 9.01 for any reason other than as described in Section 9.02(b), then, in any such case, the Parties shall, within two (2) Business Days of such termination, execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Buyer.

9.03 **Return of Records Upon Termination.** Upon termination of this Agreement, (a) Buyer shall promptly return to Seller or destroy (at Seller's option) all title, engineering, geological and geophysical data, environmental assessments and reports, maps, documents and other information furnished by Seller to Buyer in connection with its due diligence investigation of the Assets and (b) an officer of Buyer shall certify Buyer's compliance with the preceding clause (a) to Seller in writing.

ARTICLE 10
INDEMNIFICATION; REMEDIES

10.01 **Survival.** The survival periods for the various representations, warranties, covenants and agreements contained herein shall be as follows: (a) Fundamental Representations shall survive indefinitely, (b) the representations and warranties in Section 3.04 shall survive for the applicable statute of limitations plus sixty (60) days, (c) the special warranty of Defensible Title set forth in the Instruments of Conveyance shall survive for twenty-four (24) months after Closing, (d) all covenants and agreements of Seller to be performed at or following the Closing shall survive until fully performed, (e) all other representations, warranties, covenants and agreements of Seller shall survive for twelve (12) months after Closing, provided, that the covenants of Buyer and Seller set forth in Section 13.02 shall survive for the applicable statute of limitations plus sixty (60) days and (f) all other representations, warranties, covenants and agreements of Buyer shall survive indefinitely. Representations, warranties, covenants and agreements shall be of no further force and effect after the date of their expiration; *provided* that there shall be no termination of any bona fide claim asserted pursuant to this Agreement with respect to such a representation, warranty, covenant or agreement prior to its expiration date. The indemnities in Sections 10.02(a), 10.02(b), 10.03(a) and 10.03(b) shall terminate as of the termination date of each respective representation, warranty, covenant or agreement that is subject to indemnification thereunder, except in each case as to matters for which a specific written claim for indemnity has been delivered to the indemnifying person on or before such termination date. The indemnities in Section 10.02(c) shall continue for twenty-four (24) months following the Closing Date. All other indemnities, and all other provisions of this Agreement, shall survive the Closing without time limit except as may otherwise be expressly provided herein.

10.02 **Indemnification and Payment of Damages by Seller.** Except as otherwise limited in this Article 10, from and after the Closing, Seller shall defend, release, indemnify, and hold harmless Buyer Group from and against, and shall pay to the Buyer Group the amount of, any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of their respective rights under this Agreement arising from, based upon, related to, or associated with:

(a) any Breach of any representation or warranty made by Seller in this Agreement, or in any certificate delivered by Seller pursuant to this Agreement;

(b) any Breach by Seller of any covenant, obligation, or agreement of Seller in this Agreement;

(c) the Retained Liabilities;

(d) the use, ownership or operation of the Excluded Assets; and

(e) the use, ownership or operation of the Retained Assets.

Notwithstanding anything to the contrary contained in this Agreement, after the Closing, the remedies provided in this Article 10 and Article 11, along with the special warranty of Defensible Title set forth in the Instruments of Conveyance, are Buyer Group's exclusive legal remedies against Seller with respect to this Agreement and the Contemplated Transactions, including breaches of the representations, warranties, covenants, obligations, and agreements of the Parties

contained in this Agreement or the affirmations of such representations, warranties, covenants, obligations, and agreements contained in the certificate delivered by Seller at Closing pursuant to Section 2.04, and except for the remedies provided in this Article 10 and Article 11, along with the special warranty of Defensible Title set forth in the Instruments of Conveyance, **BUYER RELEASES SELLER GROUP FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, PROCEEDINGS, OR OTHER LEGAL RIGHTS AND REMEDIES OF BUYER GROUP, KNOWN OR UNKNOWN, WHICH BUYER MIGHT NOW OR SUBSEQUENTLY HAVE, BASED ON, RELATING TO OR IN ANY WAY ARISING OUT OF THIS AGREEMENT, THE CONTEMPLATED TRANSACTIONS, THE OWNERSHIP, USE OR OPERATION OF THE ASSETS PRIOR TO THE CLOSING, OR THE CONDITION, QUALITY, STATUS, OR NATURE OF THE ASSETS PRIOR TO THE CLOSING, INCLUDING ANY AND ALL CLAIMS RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY OR VIOLATIONS OF ENVIRONMENTAL LAWS AND INCLUDING RIGHTS TO CONTRIBUTION UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, AS AMENDED, BREACHES OF STATUTORY OR IMPLIED WARRANTIES, NUISANCE, OR OTHER TORT ACTIONS, RIGHTS TO PUNITIVE DAMAGES, COMMON LAW RIGHTS OF CONTRIBUTION, AND RIGHTS UNDER INSURANCE MAINTAINED BY SELLER OR ANY OF SELLER'S AFFILIATES**. Seller shall have no obligation to indemnify any of the Buyer Group for any Damages for which Buyer is obligated to indemnify Seller Group pursuant to Section 10.03.

10.03 **Indemnification and Payment of Damages by Buyer.** Except as otherwise limited in this Article 10 and Article 11, from and after the Closing, Buyer shall assume, be responsible for, pay on a current basis, and shall defend, release, indemnify, and hold harmless Seller Group from and against, and shall pay to Seller Group the amount of any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of their respective rights under this Agreement arising from, based upon, related to, or associated with:

(a) any Breach of any representation or warranty made by Buyer in this Agreement or in any certificate delivered by Buyer pursuant to this Agreement;

(b) any Breach by Buyer of any covenant, obligation, or agreement of Buyer in this Agreement;

(c) any Damages arising out of or relating to Buyer's or its Affiliate's access to the Assets and contracts, books and records and other documents and data relating thereto prior to the Closing, including Buyer's title and environmental inspections pursuant to Sections 11.01 and 11.10, including Damages attributable to personal injury, illness or death, or property damage; and

(d) the Assumed Liabilities.

Notwithstanding anything to the contrary contained in this Agreement, and except for Seller's termination rights under Article 9 of this Agreement, the remedies provided in this Article 10 are Seller Group's exclusive legal remedies for Buyer's Breaches, all other legal rights and remedies being expressly waived by Seller Group; *provided* that Seller is entitled to any equitable remedies available under applicable Legal Requirements in connection with any Breach by Buyer of Article 13.

10.04 **Indemnity Net of Insurance.** The amount of any Damages for which an indemnified Party is entitled to indemnity under this Article 10 shall be reduced by the amount of insurance or indemnification proceeds realized by the indemnified Party or its Affiliates with respect to such Damages (net of any collection costs, and excluding the proceeds of any insurance policy issued or underwritten, or indemnity granted, by the indemnified Party or its Affiliates).

10.05 **Limitations on Liability.** Except with respect to the Fundamental Representations and the representations and warranties included in Section 3.04, if the Closing occurs, Seller shall not have any liability for any indemnification under Section 10.02(a): (a) for any Damages with respect to any occurrence, claim, award or judgment with respect to that do not individually exceed One Hundred Thousand Dollars ($100,000) net to Seller's interest (the "Individual Claim Threshold"); or (b) unless and until the aggregate Damages for which claim notices for claims meeting the Individual Claim Threshold are delivered by Buyer exceed two percent (2%) of the unadjusted Purchase Price, and then only to the extent such Damages exceed two percent (2%) of the unadjusted Purchase Price. Except with respect to the Fundamental Representations and the representations and warranties included in Section 3.04, in no event will Seller be liable for Damages indemnified under Section 10.02(a) to the extent such damages, exceed twenty percent (20%) of the unadjusted Purchase Price. Notwithstanding anything herein to the contrary, in no event will Seller's aggregate liability under this Agreement exceed one hundred percent (100%) of the unadjusted Purchase Price.

10.06 **Procedure for Indemnification--Third Party Claims.**

(a) Promptly after receipt by an indemnified party under Section 10.02 or 10.03 of a Third Party claim for Damages or notice of the commencement of any Proceeding against it, such indemnified party shall, if a claim is to be made against an indemnifying Party under such Section, give notice to the indemnifying Party of the commencement of such claim or Proceeding, together with a claim for indemnification pursuant to this Article 10. The failure of any indemnified party to give notice of a Third Party claim or Proceeding as provided in this Section 10.06 shall not relieve the indemnifying Party of its obligations under this Article 10 except to the extent such failure results in insufficient time being available to permit the indemnifying Party to effectively defend against the Third Party claim or participate in the Proceeding or otherwise prejudices the indemnifying Party's ability to defend against the Third Party claim or participate in the Proceeding.

(b) If any Proceeding referred to in Section 10.06(a) is brought against an indemnified party and the indemnified party gives notice to the indemnifying Party of the commencement of such Proceeding, the indemnifying Party shall be entitled to participate in such Proceeding and, to the extent that it wishes (unless (i) the indemnifying Party is also a party to such Proceeding and the indemnified party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying Party fails to provide reasonable assurance to the indemnified party of its financial capacity to defend such Proceeding and provide indemnification with respect to such Proceeding), to assume the defense of such Proceeding with counsel reasonably satisfactory to the indemnified party, and, after notice from the indemnifying Party to the indemnified party of the indemnifying Party's election to assume the defense of such Proceeding, the indemnifying Party shall not, as long as it diligently conducts such defense, be liable to the indemnified party under this Article 10

for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently incurred by the indemnified party in connection with the defense of such Proceeding. Notwithstanding anything to the contrary in this Agreement, the indemnifying Party shall not be entitled to assume or continue control of the defense of any such Proceeding if (A) such Proceeding relates to or arises in connection with any criminal proceeding, (B) such Proceeding seeks an injunction or equitable relief against any indemnified Party, (C) if the indemnified party is Buyer and such Proceeding has or would reasonably be expected to result in Damages in excess of the amount set forth in Section 10.05 (i.e., twenty percent (20%) of the unadjusted Purchase Price), or (D) the indemnifying Party has failed or is failing to defend in good faith such Proceeding. If the indemnifying Party assumes the defense of a Proceeding, no compromise or settlement of such Third Party claims or Proceedings may be effected by the indemnifying Party without the indemnified party's prior written consent unless (A) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other Third Party claims that may be made against the indemnified party, and (B) the sole relief provided is monetary damages that are paid in full by the indemnifying Party, and (C) the indemnified party shall have no liability with respect to any compromise or settlement of such Third Party claims or Proceedings effected without its consent.

10.07 **Procedure for Indemnification – Other Claims.** A claim for indemnification for any matter not involving a Third Party claim may be asserted by notice to the Party from whom indemnification is sought.

10.08 **Indemnification of Group Members.** The indemnities in favor of Buyer and Seller provided in Section 10.08 and Section 10.03, respectively, shall be for the benefit of and extend to such Party's present and former Group members. Any claim for indemnity under this Article 10 by any Group member other than Buyer or Seller must be brought and administered by the relevant Party to this Agreement. No indemnified party other than Buyer and Seller shall have any rights against either Seller or Buyer under the terms of this Article 10 except as may be exercised on its behalf by Buyer or Seller, as applicable, pursuant to this Section 10.08. Each of Seller and Buyer may elect to exercise or not exercise indemnification rights under this Section on behalf of the other indemnified party affiliated with it in its sole discretion and shall have no liability to any such other indemnified party for any action or inaction under this Section.

10.09 **Extent of Representations and Warranties.**

(A) **EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT, OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO BUYER (INCLUDING ANY OPINION, INFORMATION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO BUYER OR ITS AFFILIATES OR REPRESENTATIVES BY ANY AFFILIATES OR REPRESENTATIVES OF SELLER OR BY ANY INVESTMENT BANK OR INVESTMENT BANKING FIRM, ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, SELLER'S COUNSEL, OR ANY OTHER AGENT, CONSULTANT, OR REPRESENTATIVE OF SELLER). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS**

AGREEMENT OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO (A) THE TITLE TO ANY OF THE ASSETS, (B) THE CONDITION OF THE ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), IT BEING DISTINCTLY UNDERSTOOD THAT THE ASSETS ARE BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS AS TO ALL MATTERS," (C) ANY INFRINGEMENT BY SELLER OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, (D) ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO BUYER BY OR ON BEHALF OF SELLER (INCLUDING THE EXISTENCE OR EXTENT OF HYDROCARBONS OR THE MINERAL RESERVES, THE RECOVERABILITY OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, AND THE ABILITY TO SELL HYDROCARBON PRODUCTION AFTER THE CLOSING), AND (E) THE ENVIRONMENTAL CONDITION AND OTHER CONDITION OF THE ASSETS AND ANY POTENTIAL LIABILITY ARISING FROM OR RELATED TO THE ASSETS.

(b) Buyer acknowledges and affirms that it has made its own independent investigation, analysis, and evaluation of the Contemplated Transactions and the Assets (including Buyer's own estimate and appraisal of the extent and value of Seller's Hydrocarbon reserves attributable to the Assets and an independent assessment and appraisal of the environmental risks associated with the acquisition of the Assets). Buyer acknowledges that in entering into this Agreement, it has relied on the aforementioned investigation and the express representations and warranties of Seller contained in this Agreement and the Seller Closing Documents. Buyer hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim, or commencing, instituting, or causing to be commenced, any Proceeding of any kind against Seller or its Affiliates, alleging facts contrary to the foregoing acknowledgment and affirmation.

10.10 **Compliance With Express Negligence Test. THE PARTIES AGREE THAT ANY INDEMNITY, DEFENSE, AND/OR RELEASE OBLIGATION ARISING UNDER THIS AGREEMENT SHALL APPLY WITHOUT REGARD TO THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF THE INDEMNIFIED PARTY, WHETHER ACTIVE, PASSIVE, JOINT, CONCURRENT, COMPARATIVE, CONTRIBUTORY OR SOLE, OR ANY PRE-EXISTING CONDITION, ANY BREACH OF CONTRACT OR BREACH OF WARRANTY, OR VIOLATION OF ANY LEGAL REQUIREMENT, EXCEPT TO THE EXTENT SUCH DAMAGES WERE OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY OR ANY GROUP MEMBER THEREOF, IT BEING THE PARTIES' INTENTION THAT DAMAGES TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY OR ANY GROUP MEMBER THEREOF NOT BE COVERED BY THE RELEASE, DEFENSE, OR INDEMNITY OBLIGATIONS IN THIS AGREEMENT.** The foregoing is a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

10.11 **Limitations of Liability.** Notwithstanding anything to the contrary contained in this Agreement, **IN NO EVENT SHALL SELLER OR BUYER EVER BE LIABLE FOR, AND EACH PARTY RELEASES THE OTHER FROM, ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR CLAIMS RELATING TO OR ARISING OUT OF THE CONTEMPLATED**

TRANSACTIONS OR THIS AGREEMENT; *provided, however*, that any consequential, special, indirect, exemplary, or punitive damages recovered by a Third Party (including a Governmental Body, but excluding any Affiliate of any Group member) against a Person entitled to indemnity pursuant to this Article 10 shall be included in the Damages recoverable under such indemnity. Notwithstanding the foregoing, lost profits shall not be excluded by this provision as to recovery hereunder to the extent constituting direct Damages.

10.12 **No Duplication.** Any liability for indemnification hereunder shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability constituting a Breach of more than one representation, warranty, covenant, obligation, or agreement herein. Neither Buyer nor Seller shall be liable for indemnification with respect to any Damages based on any sets of facts to the extent the Purchase Price is being or has been adjusted pursuant to Section 2.05 by reason of the same set of facts.

10.13 **Disclaimer of Application of Anti-Indemnity Statutes.** Seller and Buyer acknowledge and agree that the provisions of any anti-indemnity statute relating to oilfield services and associated activities shall not be applicable to this Agreement and/or the Contemplated Transactions.

10.14 **Waiver of Right to Rescission.** Seller and Buyer acknowledge that, following the Closing, the payment of money, as limited by the terms of this Agreement, shall be adequate compensation for Breach of any representation, warranty, covenant or agreement contained herein or for any other claim arising in connection with or with respect to the Contemplated Transactions. As the payment of money shall be adequate compensation, following Closing, Seller and Buyer waive any right to rescind this Agreement or any of the transactions contemplated hereby.

ARTICLE 11
TITLE MATTERS AND ENVIRONMENTAL MATTERS; PREFERENTIAL PURCHASE RIGHTS; CONSENTS

11.01 **Title Examination and Access.** Buyer may make or cause to be made at its expense such examination as it may desire of Seller's title to the Assets. For such purposes, until the Defect Notice Date, Seller shall give to Buyer and its Representatives access during Seller's regular hours of business to originals or, in Seller's sole discretion, copies (which copies may, at Seller's sole discretion, be in electronic format), of all of the files, records, contracts, correspondence, maps, data, reports, plats, abstracts of title, lease files, well files, unit files, division order files, production marketing files, title opinions, title files, title records, ownership maps, surveys, and any other information, data, records, and files that Seller has relating in any way to the title to the Assets, the past or present operation thereof, and the marketing of production therefrom, in accordance with, and subject to the limitations in, Section 5.01.

11.02 **Preferential Purchase Rights.** Seller shall provide all notices necessary to comply with or obtain the waiver of all Preferential Purchase Rights which are applicable to the Contemplated Transactions prior to the Closing Date and in accordance with Section 5.04. To the extent any such Preferential Purchase Rights are exercised by any holders thereof, then the Asset(s) subject to such Preferential Purchase Rights shall not be sold to Buyer and shall be excluded from the Assets and sale under this Agreement and shall be considered Retained Assets. The Purchase

Price shall be adjusted downward by the Allocated Value of the Asset(s) so retained. On the Closing Date, if the time period for exercising any Preferential Purchase Right has not expired, but no notice of waiver (nor of the exercise of such Preferential Purchase Right) has been received from the holder thereof, then the Asset(s) subject to such Preferential Purchase Right shall be included in the Closing, with no adjustment to the Purchase Price. After the Closing, if the holder of such Preferential Purchase Right exercises the Preferential Purchase Right, then Buyer shall convey the affected Asset(s) to such party, and shall receive the consideration for such affected Asset(s) directly from such party. If any holder of a Preferential Purchase Right initially elects to exercise that Preferential Purchase Right, but after the Closing Date, refuses to consummate the purchase of the affected Asset(s), then, subject to the Parties' respective rights and remedies as to the obligation to consummate the Contemplated Transactions, Buyer shall purchase such Asset(s) for the Allocated Value thereof (subject to the adjustments pursuant to Section 2.05), and the closing of such transaction shall take place on a date designated by Seller not more than one hundred eighty (180) days after the Closing Date. If such holder's refusal to consummate the purchase of the affected Asset(s) occurs prior to the Closing Date, then, subject to the Parties' respective rights and remedies as to the obligation to consummate the Contemplated Transactions, Buyer shall purchase the affected Asset(s) at the Closing in accordance with the terms of this Agreement.

11.03 **Consents.** Seller shall initiate all procedures required to comply with or obtain all Consents required for the transfer of the Assets in accordance with Section 5.04.

(a) If Seller fails to obtain any Consent necessary for the transfer of any Asset to Buyer, Seller's failure shall be handled as follows:

(i) If the Consent is not a Required Consent, then the affected Assets shall nevertheless be conveyed at the Closing as part of the Assets. Any Damages that arise due to the failure to obtain such Consent shall be borne by Buyer, and Buyer shall defend, release, indemnify and hold harmless Seller Group from and against the same.

(ii) If the Consent is a Required Consent, the Purchase Price shall be adjusted downward by the Allocated Value of the affected Assets (which affected Assets shall include all Leases and Wells affected by the Applicable Contract or Lease for which a Consent is refused), and the affected Assets shall be treated as Retained Assets.

(b) Notwithstanding the provisions of Section 11.03(a), if Seller obtains a Required Consent described in Section 11.03(a)(ii) within one hundred eighty (180) days after the Closing, then Seller shall promptly deliver conveyances of the affected Asset(s) to Buyer and Buyer shall pay to Seller an amount equal to the Allocated Value of the affected Asset(s) in accordance with wire transfer instructions provided by Seller (subject to the adjustments set forth in Section 2.05).

11.04 **Title Defects.** Buyer shall notify Seller of Title Defects ("Title Defect Notice(s)") promptly after the discovery thereof, but in no event later than 5:00 p.m. Central Time on March 21, 2018 (the "Defect Notice Date"). To be effective, each Title Defect Notice shall be in writing and include (a) a description of the alleged Title Defect and the Well or Tract (or Lease or Fee

Mineral) or portion thereof (including by the currently producing formation, Target Formation or Service Formation, as applicable) affected by such alleged Title Defect (each, a "Title Defect Property"), (b) the Allocated Value of each Title Defect Property, (c) supporting documents reasonably necessary for Seller to verify the existence of the alleged Title Defect, (d) Buyer's preferred manner of curing such Title Defect, and (e) the amount by which Buyer reasonably believes the Allocated Value of each Title Defect Property is reduced by such alleged Title Defect and the computations upon which Buyer's belief is based (the "Title Defect Value"). To give Seller an opportunity to commence reviewing and curing Title Defects, Buyer agrees to use reasonable efforts to give Seller, on a weekly basis prior to the Defect Notice Date, written notice of all alleged Title Defects (as well as any claims that would be claims under the special warranty of Defensible Title set forth in the Instruments of Conveyance) discovered by Buyer during the preceding week. Notwithstanding anything herein to the contrary, subject to Buyer's rights under the special warranty of Defensible Title in the Instruments of Conveyance, Buyer forever waives, and Seller shall have no liability for, Title Defects not asserted by a Title Defect Notice meeting all of the requirements set forth in the preceding sentence no later than 5:00 p.m. Central Time on the Defect Notice Date.

11.05 **Title Defect Value.** The Title Defect Value shall be determined pursuant to the following guidelines, where applicable:

(a) if the Parties agree on the Title Defect Value, then that amount shall be the Title Defect Value;

(b) if the Title Defect is an Encumbrance that is undisputed and liquidated in amount, then the Title Defect Value shall be the amount necessary to be paid to remove the Title Defect from the Title Defect Property;

(c) if the Title Defect represents a discrepancy between (i) Seller's Net Revenue Interest for the Title Defect Property and (ii) the Net Revenue Interest set forth for such Title Defect Property in Schedule 2.07(a) or Schedule 2.07(b), as applicable, and there is also a proportionate reduction in Working Interest for such Title Defect Property, then the Title Defect Value shall be the product of the Allocated Value of such Title Defect Property, *multiplied* by a fraction, the numerator of which is the Net Revenue Interest decrease and the denominator of which is the Net Revenue Interest set forth for such Title Defect Property in Schedule 2.07(a) or Schedule 2.07(b), as applicable; and

(d) if the Title Defect represents an Encumbrance upon or other defect in title to the Title Defect Property of a type not described above, then the Title Defect Value shall be determined by taking into account the Allocated Value of the Title Defect Property, the portion of the Title Defect Property affected by the Title Defect, the legal effect of the Title Defect, the potential economic effect of the Title Defect over the life of the Title Defect Property, the values placed upon the Title Defect by Buyer and Seller and such other reasonable factors as are necessary to make a proper evaluation.

In no event, however, shall the total of the Title Defect Values related to a particular Asset exceed the Allocated Value of such Asset. The Title Defect Value with respect to a Title Defect shall be determined without any duplication of any costs or losses included in any other Title Defect Value hereunder, or for which Buyer otherwise receives credit in the calculation of the Purchase Price.

11.06 **Seller's Cure or Contest of Title Defects.**

Seller may contest any asserted Title Defect or Buyer's good faith estimate of the Title Defect Value as described in Section 11.06(b) and may seek to cure any asserted Title Defect as described in Section 11.06(a).

(a) Seller shall have the right to cure any Title Defect on or before sixty (60) days after the Closing Date or, if later, after the date of resolution of such Title Defect or the Title Defect Value by an Expert pursuant to Section 11.15 (the "Title Defect Cure Period") by giving written notice to Buyer of its election to cure prior to the Closing Date or, if later, after the applicable Expert Decision date. If Seller elects to cure and:

(i) actually cures the Title Defect ("Cure"), prior to the Closing, then the Asset affected by such Title Defect shall be conveyed to Buyer at the Closing, and no Purchase Price adjustment will be made for such Title Defect; or

(ii) does not cure the Title Defect prior to the Closing, then Seller shall:

(A) convey the affected Asset to Buyer and Buyer shall pay for the affected Asset at the Closing; *provided*, *however* that if Seller is unable to Cure the Title Defect within the time provided in this Section 11.06, then Seller shall include a downward adjustment in the Final Settlement Statement equal to the Title Defect Value for such Asset; or

(B) if and only if Buyer agrees to this remedy in its sole discretion, indemnify Buyer against all Damages (up to the Allocated Value of the applicable Title Defect Property) resulting from such Title Defect with respect to such Title Defect Property pursuant to an indemnity agreement prepared by Seller in a form and substance reasonably acceptable to Buyer.

(b) Seller and Buyer shall attempt to agree on the existence and Title Defect Value for all Title Defects. Representatives of the Parties, knowledgeable in title matters, shall meet during the Title Defect Cure Period for this purpose. However, either Party may at any time prior to the final resolution of the applicable Title Defect hereunder submit any disputed Title Defect or the Title Defect Value to arbitration in accordance with the procedures set forth in Section 11.15. If a contested Title Defect cannot be resolved prior to Closing, except as otherwise provided herein, the Asset affected by such Title Defect shall nevertheless be conveyed to Buyer at the Closing, and the Purchase Price will be adjusted downward in an amount equal to the Title Defect Value for such Asset; *provided*, *however*, that if the Title Defect Value as finally decided between the Parties or by the Expert, as applicable, is less than the Title Defect Value used for the Purchase Price adjustment, then Buyer shall include an upward adjustment in the Final Settlement Statement equal to the amount that the Title Defect Value (as of Closing) exceeds the Title Defect Value as finally determined.

11.07 **Limitations on Adjustments for Title Defects.** Notwithstanding the provisions of Sections 11.04, 11.05 and 11.06, Seller shall be obligated to adjust the Purchase Price to account for uncured Title Defects only to the extent that the sum of (x) the aggregate Title Defect Values of all uncured Title Defects (the "Aggregate Title Defect Value") (after taking into account any offsetting Title Benefit Values) *plus* (y) the Aggregate Environmental Defect Value exceeds the Aggregate Defect Deductible. In addition, if the Title Defect Value for any single Well or Tract is less than the De Minimis Title Defect Cost (and the aggregate of all Title Defect Values for all Title Defects based upon a single matter creating such Title Defect is less than the De Minimis Title Defect Cost), such value shall not be considered in calculating the Aggregate Title Defect Value.

11.08 **Title Benefits.** If Seller discovers any right, circumstance or condition that operates (a) to increase the Net Revenue Interest in any Tract or Well above that shown in Schedule 2.07(a) or Schedule 2.07(b), as applicable, to the extent the same does not cause a greater than proportionate increase in Seller's Working Interest therein above that shown in Schedule 2.07(b), (b) to decrease the Working Interest of Seller in any Well below that shown in Schedule 2.07(b), to the extent the same causes a decrease in Seller's Working Interest for such Well that is proportionately greater than the decrease in Seller's Net Revenue Interest therein below that shown in Schedule 2.07(b), or (c) to increase the Net Acres for a Tract as to the applicable Target Formation to an amount greater than the Net Acres for such Tract in Schedule 2.07(a) (each, a "Title Benefit"), then Seller shall, from time to time and without limitation, have the right, but not the obligation, to give Buyer written notice of any such Title Benefits (a "Title Benefit Notice"), as soon as practicable but not later than 5:00 p.m. Central Time on the Defect Notice Date, stating with reasonable specificity the Assets affected (the "Title Benefit Properties"), the particular Title Benefit claimed, and Seller's good faith estimate of the amount the additional interest increases the value of the affected Assets over and above that Asset's Allocated Value (the "Title Benefit Value"). Buyer shall also promptly furnish Seller with written notice of any Title Benefit (including a description of such Title Benefit and the Assets affected thereby with reasonable specificity) which is discovered by any of Buyer's or any of its Affiliates' Representatives, employees, title attorneys, landmen, or other title examiners. The Title Benefit Value of any Title Benefit shall be determined by the following methodology, terms and conditions (without duplication): (i) if the Parties agree on the Title Benefit Value, then that amount shall be the Title Benefit Value; (ii) if the Title Benefit represents a discrepancy between (A) Seller's Net Revenue Interest for any Well and (B) the Net Revenue Interest set forth for such Title Benefit Property in Schedule 2.07(b), then the Title Benefit Value shall be the product of the Allocated Value of such Title Benefit Property *multiplied* by a fraction, the numerator of which is the Net Revenue Interest increase and the denominator of which is the Net Revenue Interest set forth for such Title Benefit Property in Schedule 2.07(b); (iii) if the Title Benefit represents a discrepancy between (A) Seller's Net Revenue Interest for any Tract and (B) the Net Revenue Interest set forth for such Title Benefit Property in Schedule 2.07(a), then the Title Benefit Value shall be the product of the Allocated Value of such Title Benefit Property multiplied by a fraction, the numerator of which is the Net Revenue Interest increase and the denominator of which is the Net Revenue Interest set forth for such Title Benefit Property in Schedule 2.07(a); (iv) if the Title Benefit represents a decrease of (A) Seller's Working Interest for any Title Benefit Property below (B) the Working Interest set forth for such Title Benefit Property in Schedule 2.07(b), then the Title Benefit Value shall be the product of the Allocated Value of such Title Benefit Property, multiplied by a fraction, the numerator of which is the Working Interest decrease and the denominator of which is the Working

Interest set forth for such Title Benefit Property in Schedule 2.07(b); (v) if the Title Benefit represents an increase in Net Acres of a Tract set forth in Schedule 2.07(a), then the Title Benefit Amount shall be determined by multiplying the Net Acre increase with respect to such Tract by the per-Net Acre Allocated Value; and (vi) if the Title Benefit is of a type not described above, then the Title Benefit Value shall be determined by taking into account the Allocated Value of the Title Benefit Property, the portion of such Title Benefit Property affected by such Title Benefit, the legal effect of the Title Benefit, the potential economic effect of the Title Benefit over the life of such Title Benefit Property, the values placed upon the Title Benefit by Buyer and Seller, and such other reasonable factors as are necessary to make a proper evaluation.

Seller and Buyer shall attempt to agree on the existence and Title Benefit Value for all Title Benefits on before the end of the Title Defect Cure Period. If Buyer agrees with the existence of the Title Benefit and Seller's good faith estimate of the Title Benefit Value, then the Aggregate Title Defect Value shall be offset by the amount of the Title Benefit Value. If the Parties cannot reach agreement by the end of the Title Defect Cure Period, the Title Benefit or the Title Benefit Value in dispute shall be submitted to arbitration in accordance with the procedures set forth in Section 11.15. Notwithstanding the foregoing, the Parties agree and acknowledge that there shall be no upward adjustment to the Purchase Price for any Title Benefit. If a contested Title Benefit cannot be resolved prior to the Closing, Seller shall convey the affected Asset to Buyer and Buyer shall pay for the Asset at the Closing in accordance with this Agreement as though there were no Title Benefits; *provided, however*, if the Title Benefit contest results in a determination that a Title Benefit exists, then the Aggregate Title Defect Value shall be adjusted downward by the Title Benefit Value as determined in such contest (which adjustment shall be made on the Final Settlement Statement).

11.09 **Buyer's Environmental Assessment.** Beginning on the Execution Date and ending at 5:00 p.m. Central Time on the Defect Notice Date, Buyer shall have the right, at its sole cost, risk, liability, and expense, to conduct a Phase I Environmental Site Assessment of the Assets. During Seller's regular hours of business and after providing Seller with written notice of any such activities no less than two (2) Business Days in advance (which written notice shall include the written permission of the operator (if other than Seller) and any applicable Third Party operator or other Third Party whose permission is legally required, which Seller shall reasonably cooperate with Buyer in securing), Buyer and its representatives shall be permitted to enter upon the Assets, inspect the same, review all of Seller's files and records (other than those for which Seller has an attorney-client privilege) relating to the Assets, and generally conduct visual, non-invasive tests, examinations, and investigations. No sampling or other invasive inspections of the Assets may be conducted prior to Closing without Seller's prior written consent. Buyer's access shall be in accordance with, and subject to the limitations in, Section 5.01. Notwithstanding anything in this Agreement to the contrary, if (a) Buyer is not granted access to any Asset to conduct its Phase I Environmental Site Assessment of the Assets or (b) Buyer determines in good faith that (based on the results of its Phase I Environmental Site Assessment) sampling or testing of environmental media or operation of equipment is recommended on an Asset and Buyer is not granted permission and access to conduct such activities, then Buyer may elect to exclude such Asset, together with all associated Assets, and reduce the Purchase Price by the Allocated Value of such Assets (which will become Retained Assets).

11.10 **Environmental Defect Notice.** Buyer shall notify Seller in writing of any Environmental Defect (an "Environmental Defect Notice") promptly after the discovery thereof, but in no event later than 5:00 p.m. Central Time on the Defect Notice Date. To be effective, an Environmental Defect Notice shall include: (i) the Well, Lease or Unit affected; (ii) a complete and detailed description of the alleged Environmental Defect and the basis for such assertion under the terms of this Agreement; (iii) Buyer's good faith estimate of the Environmental Defect Value with respect to such Environmental Defect; and (iv) appropriate documentation reasonably necessary for Seller to substantiate Buyer's claim and calculation of the Environmental Defect Value. Notwithstanding anything herein to the contrary, Buyer forever waives Environmental Defects not asserted by an Environmental Defect Notice meeting all of the requirements set forth in the preceding sentence no later than 5:00 p.m. Central Time on the Defect Notice Date.

11.11 **Seller's Exclusion, Cure or Contest of Environmental Defects.** Seller, in its sole discretion, (x) may elect to (A) exclude at Closing any Asset affected by an asserted Environmental Defect together with any Assets whose ownership cannot be practically separated from the affected Asset (the "Integral Assets"), which excluded Assets and Integral Assets will become a Retained Asset) if the Environmental Defect Value with respect to such Environmental Defect equals or exceeds the Allocated Value of the affected Asset(s) and the Allocated Value of the Integral Assets and (B) reduce the Purchase Price by the Allocated Value(s) of the affected Asset(s) and any Integral Asset(s), (y) may contest any asserted Environmental Defect or Buyer's good faith estimate of the Environmental Defect Value as described in Section 11.11(b) and/or (z) may seek to remediate or cure any asserted Environmental Defect to the extent of the Lowest Cost Response as described in Section 11.11(a).

(a) Seller shall have the right to remediate or cure an Environmental Defect to the extent of the Lowest Cost Response on or before sixty (60) days after the Defect Notice Date or, if later, after the date of resolution of such Environmental Defect or the Environmental Defect Value by an Expert (the "Environmental Defect Cure Period") by giving written notice to Buyer to that effect prior to the Closing Date or, if later, after the applicable Expert Decision date, together with Seller's proposed plan and timing for such remediation, and Seller shall remain liable for all Damages arising out of or in connection with such Environmental Defect until such time as such remediation or cure is completed. If Seller elects to pursue remediation or cure as set forth in this clause (a), Seller shall implement such remediation or cure in a manner that is in compliance with all applicable Legal Requirements in a prompt and timely fashion for the type of remediation or cure. If Seller elects to pursue remediation or cure and:

(i) completes a Complete Remediation of an Environmental Defect prior to the Closing Date, the affected Lease(s) or Well(s) shall be included in the Assets conveyed at Closing, and no Purchase Price adjustment will be made for such Environmental Defect;

(ii) does not complete a Complete Remediation prior to the Closing, unless Seller elects to exclude such Asset(s) in accordance with this Section 11.11, then Seller shall convey the affected Asset(s) to Buyer and Buyer shall pay for the affected Asset(s) at the Closing; *provided*, *however* that if Seller is unable to complete a Complete Remediation of the Environmental Defect within the time provided in this Section 11.11, then Seller shall include a downward adjustment in the Final Settlement Statement equal to the Environmental Defect Value for such Asset(s).

(b) Seller and Buyer shall attempt to agree on the existence and Environmental Defect Value of all Environmental Defects. Representatives of the Parties, knowledgeable in environmental matters, shall meet for this purpose. However, a Party may at any time prior to the final resolution of the applicable Environmental Defect hereunder elect to submit any disputed item to arbitration in accordance with the procedures set forth in Section 11.15. If a contested Environmental Defect cannot be resolved prior to the Closing, the affected Asset(s) (together with any other Assets appurtenant thereto) shall be included with the Assets conveyed to Buyer at Closing and the Purchase Price shall be reduced by the estimated Environmental Defect Value set forth in the Environmental Defect Notice for such contested Environmental Defect, and the final determination of the Environmental Defect and/or Environmental Defect Value shall be resolved pursuance to Section 11.15.

11.12 **Limitations.** Notwithstanding the provisions of Sections 11.10 and 11.11, no adjustment to the Purchase Price for Environmental Defect Values shall be made unless and until the sum of (x) the aggregate value of all Environmental Defect Values (the "Aggregate Environmental Defect Value") *plus* (y) the Aggregate Title Defect Value (after taking into account any offsetting Title Benefit Values) exceeds the Aggregate Defect Deductible. Only Environmental Defect Values that are equal to or greater than the De Minimis Environmental Defect Cost with respect to any single Environmental Defect for a Well, Lease or Unit shall be considered in calculating the Aggregate Environmental Defect Value.

11.13 **Exclusive Remedies.** The rights and remedies granted to Buyer in this Agreement are the exclusive rights and remedies against Seller related to any Environmental Condition, or Damages related thereto. **EXCEPT AS SET FORTH IN THIS AGREEMENT, BUYER EXPRESSLY WAIVES, AND RELEASES SELLER GROUP FROM, ANY AND ALL OTHER RIGHTS AND REMEDIES IT MAY HAVE UNDER ENVIRONMENTAL LAWS AGAINST SELLER REGARDING ENVIRONMENTAL CONDITIONS, WHETHER FOR CONTRIBUTION, INDEMNITY, OR OTHERWISE.** The foregoing is a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

11.14 **Casualty Loss and Condemnation**. If, after the Execution Date but prior to Closing Date, any portion of the Assets is destroyed by fire or other casualty or is expropriated or taken in condemnation or under right of eminent domain (a "Casualty Loss"), this Agreement shall remain in full force and effect, and Buyer shall nevertheless be required to close the Contemplated Transactions. In the event that the amount of the costs and expenses associated with repairing or restoring the Assets affected by such Casualty Loss exceeds One Million Dollars ($1,000,000) net to Seller's interest, Seller must elect by written notice to Buyer prior to Closing either to (a) cause the Assets affected by such Casualty Loss to be repaired or restored, at Seller's sole cost, as promptly as reasonably practicable (which work may extend after the Closing Date), or (b) indemnify Buyer under an indemnification agreement mutually acceptable to the Parties against any costs or expenses that Buyer reasonably incurs to repair or restore the Assets subject to such Casualty Loss. In each case, Seller shall retain all rights to insurance and other claims against Third Parties with respect to the applicable Casualty Loss except to the extent the Parties otherwise

agree in writing. Seller shall have no other liability or responsibility to Buyer with respect to a condemnation or Casualty Loss, even if such Casualty Loss shall have resulted from or shall have arisen out of the sole or concurrent negligence, fault, or violation of a Legal Requirement of Seller or any member of Seller Group.

11.15 **Expert Proceedings.**

(a) Each matter referred to this Section 11.15 (a "Disputed Matter") shall be conducted in accordance with the Commercial Arbitration Rules of the AAA as supplemented to the extent necessary to determine any procedural appeal questions by the Federal Arbitration Act (Title 9 of the United States Code), but only to the extent that such rules do not conflict with the terms of this Section 11.15. Any notice from one Party to the other referring a dispute to this Section 11.15 shall be referred to herein as an "Expert Proceeding Notice".

(b) The arbitration shall be held before a one member arbitration panel (the "Expert"), mutually agreed by the Parties. The Expert must (a) be a neutral party who has never been an officer, director or employee of or performed material work for a Party or any Party's Affiliate within the preceding five (5)-year period and (b) agree in writing to keep strictly confidential the specifics and existence of the dispute as well as all proprietary records of the Parties reviewed by the Expert in the process of resolving such dispute. The Expert must have not less than ten (10) years' experience as a lawyer in the State of Texas with experience in exploration and production issues. If disputes exist with respect to both title and environmental matters, the Parties may mutually agree to conduct separate arbitration proceedings with the title disputes and environmental disputes being submitted to separate Experts. If, within five (5) Business Days after delivery of an Expert Proceeding Notice, the Parties cannot mutually agree on an Expert, then within seven (7) Business Days after delivery of such Expert Proceeding Notice, each Party shall provide the other with a list of three (3) acceptable, qualified experts, and within ten (10) Business Days after delivery of such Expert Proceeding Notice, the Parties shall each separately rank from one through six in order of preference each proposed expert on the combined lists, with a rank of one being the most preferred expert and the rank of six being the least preferred expert, and provide their respective rankings to the Dallas office of the AAA. Based on those rankings, the AAA will appoint the expert with the combined lowest numerical ranking to serve as the Expert for the Disputed Matters. If the rankings result in a tie or the AAA is otherwise unable to determine an Expert using the Parties' rankings, the AAA will appoint an arbitrator from one of the Parties' lists as soon as practicable upon receiving the Parties' rankings. Each Party will be responsible for paying one-half (1/2) of the fees charged by the AAA for the services provided in connection with this Section 11.15(b).

(c) Within five (5) Business Days following the receipt by either Party of the Expert Proceeding Notice, the Parties will exchange their written description of the proposed resolution of the Disputed Matters. Provided that no resolution has been reached, within five (5) Business Days following the selection of the Expert, the Parties shall submit to the Expert the following: (i) this Agreement, with specific reference to this Section 11.15 and the other applicable provisions of this Article 11, (ii) Buyer's written description of the proposed resolution of the Disputed Matters, together with any relevant supporting materials, (iii) Seller's written description of the proposed resolution of the Disputed Matters, together with any relevant supporting materials, and (iv) the Expert Proceeding Notice.

(d) The Expert shall make its determination by written decision within fifteen (15) days following receipt of the materials described in Section 11.15(c) above (the "Expert Decision"). The Expert Decision with respect to the Disputed Matters shall be limited to the selection of the single proposal for the resolution of the aggregate Disputed Matters proposed by a Party that best reflects the terms and provisions of this Agreement, *i.e.*, the Expert must select either Buyer's proposal or Seller's proposal for resolution of the aggregate Disputed Matters.

(e) The Expert Decision shall be final and binding upon the Parties, without right of appeal, absent manifest error. In making its determination, the Expert shall be bound by the rules set forth in this Article 11. The Expert may consult with and engage disinterested Third Parties to advise the Expert, but shall disclose to the Parties the identities of such consultants. Any such consultant shall not have worked as an employee or consultant for either Party or its Affiliates during the five (5)-year period preceding the arbitration nor have any financial interest in the dispute.

(f) The Expert shall act as an expert for the limited purpose of determining the specific matters submitted for resolution herein and shall not be empowered to award damages, interest, or penalties to either Party with respect to any matter. Each Party shall bear its own legal fees and other costs of preparing and presenting its case. All costs and expenses of the Expert shall be borne by the non-prevailing Party in any such arbitration proceeding.

ARTICLE 12
EMPLOYMENT MATTERS

12.01 **Available Employees' Offers and Post-Employee Start Date Employment and Benefits**.

(a) Following the Execution Date, Seller shall provide Buyer reasonable access to the Available Employees.

(b) Within two (2) Business Days of the Execution Date, Seller will provide Buyer with a list that sets forth the name of each Available Employee, and for each such individual, his or her name, job title, annualized salary or hourly wage, bonus eligibility/target, long-term incentive eligibility/target, vacation eligibility, hire date/start date, leave status (including expected duration of any leave), details of any visa, and any vehicle described on Exhibit A-6 assigned to the Available Employee by Seller (the "Available Employee List").

(c) Beginning seven (7) Business Days following the Execution Date and ending on March 16, 2018, Buyer or its Affiliate will may make written offers of employment to each Available Employee, with such offers providing such Available Employees at least five (5) Business Days to either accept or reject such offers, with such offers conditioned upon the occurrence of the Closing and effective as of the Employee Start Date. Any such offers of employment to Available Employees shall be at a base salary/wage rate that is no less than that in effect as of immediately before Closing and at a location within fifty (50) miles of the primary

location at which such Available Employee worked immediately prior to Closing. Further, each Available Employee accepting such an offer shall be entitled to participate in Buyer's or its Affiliate's employee benefits on the same terms as similarly situated current employees of Buyer or its Affiliate. Buyer will provide Seller a list indicating which Available Employees accepted or rejected their respective offer of employment from Buyer or its Affiliate. Buyer shall supplement this list to include any Available Employee whom Buyer hires within six (6) months of the Employee Start Date within three (3) Business Days of such hiring. **BUYER SHALL INDEMNIFY AND HOLD HARMLESS SELLER AND ITS AFFILIATES WITH RESPECT TO ALL CLAIMS AND LIABILITIES RELATING TO OR ARISING OUT OF BUYER'S OR ITS AFFILIATE'S EMPLOYEE SELECTION AND EMPLOYMENT OFFER PROCESS DESCRIBED IN THIS SECTION 12.01 (INCLUDING ANY CLAIM OF DISCRIMINATION OR OTHER ILLEGALITY IN SUCH SELECTION AND OFFER PROCESS).**

12.02 **Responsibility for Employee Matters**. Subject to Section 12.04, Seller shall have sole responsibility for, and will indemnify Buyer and its Affiliate for, all obligations to Seller's employees arising during their employment with Seller or in connection with the termination of their employment with Seller, including as to any obligations or rights arising under Seller's benefits, severance or other plans for the benefit of employees. Seller retains the right to terminate the employment of any Available Employee for any reason or at any time prior to the Employee Start Date.

12.03 **WARN Act**. From the date of this Agreement until the Employee Start Date, Seller shall not and shall cause its Affiliates not to, terminate the employment of any Available Employees such that a "plant closing" or "mass layoff" (as those terms are defined in the WARN Act or any similar state Legal Requirement) occurs prior to the Employee Start Date without complying with the WARN Act. Buyer agrees to provide any notice to

each Continuing Employee required under the WARN Act or any similar state Legal Requirement with respect to any "plant closing" or "mass layoff" affecting such Continuing Employee that may occur on or after his or her Employee Start Date.

12.04 **Severance Obligation**. If any Available Employee is entitled to severance benefits under Seller's Severance Plan as a result of a Qualifying Termination caused by the failure of Buyer to give an offer of employment to such Available Employee or the failure of Buyer to give an offer of employment to the Available Employee that would avoid a Qualifying Termination, the Purchase Price will be increased by the amount of severance benefits payable to such Available Employee, *provided* such Available Employee's Qualifying Termination occurs within thirty (30) days after the Closing Date. For purpose of clarity, any Available Employee who declines an offer of employment with Buyer is not entitled to severance benefits under Seller's Severance Plan since such offer avoids any Qualifying Termination.

ARTICLE 13
GENERAL PROVISIONS

13.01 **Records.** Seller, at Buyer's cost and expense, shall deliver (a) all electronic Records to Buyer as soon as practical on or following the Closing Date (and shall use commercially reasonable efforts to deliver such electronic Records no later than three (3) Business Days

following the Closing Date) and (b) originals of all Records to Buyer (FOB Seller's office) within thirty (30) days after the last day of the term of the Transition Services Agreement. With respect to any original Records delivered to Buyer, (a) Seller shall be entitled to retain copies of such Records, and (b) Buyer shall retain any such original Records for at least seven (7) years beyond the Closing Date, during which seven (7)-year period Seller shall be entitled to obtain access to such Records, at reasonable business hours and upon prior notice to Buyer, so that Seller may make copies of such original Records, at its own expense, as may be reasonable or necessary for tax purposes or in connection with any Proceeding or Threatened Proceeding against Seller.

13.02 **Expenses.**

(a) Except as otherwise expressly provided in this Agreement, each Party to this Agreement shall bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants. However, the prevailing Party in any Proceeding brought under or to enforce this Agreement, excluding any expert proceeding pursuant to Section 11.15 or Section 2.05(d), shall be entitled to recover court costs and arbitration costs, as applicable, and reasonable attorneys' fees from the non-prevailing Party or Parties, in addition to any other relief to which such Party is entitled.

(b) All Transfer Taxes and all required documentary, filing and recording fees and expenses in connection with the filing and recording of the assignments, conveyances or other Instruments of Conveyance required to convey title to the Assets to Buyer shall be borne by Buyer. Seller shall retain responsibility for, and shall bear, all Asset Taxes assessed with respect to the Assets for (i) any period ending prior to the Effective Time and (ii) the portion of any Straddle Period ending immediately prior to the Effective Time. All Asset Taxes with respect to the Assets arising on or after the Effective Time (including the portion of any Straddle Period beginning at the Effective Time) shall be allocated to and borne by Buyer. For purposes of allocation between the Parties of Asset Taxes assessed with respect to the Assets for any Straddle Period, (A) Asset Taxes that are attributable to the severance or production of Hydrocarbons shall be allocated based on severance or production occurring before the Effective Time (which shall be Seller's responsibility) and from and after the Effective Time (which shall be Buyer's responsibility); (B) Asset Taxes that are based upon or related to income or receipts or imposed on a transactional basis (other than such Asset Taxes described in clause (A)) shall be allocated based on revenues from sales occurring before the Effective Time (which shall be Seller's responsibility) and from and after the Effective Time (which shall be Buyer's responsibility); and (C) Asset Taxes that are ad valorem, property or other Asset Taxes imposed on a periodic basis shall be allocated *pro rata* per day between the portion of the Straddle Period ending immediately prior to the Effective Time (which shall be Seller's responsibility) and the portion of the Straddle Period beginning at the Effective Time (which shall be Buyer's responsibility). For purposes of the preceding sentence, any exemption, deduction, credit or other item that is calculated on an annual basis shall be allocated *pro rata* per day between the portion of the Straddle Period ending immediately prior to the Effective Time and the portion of the Straddle Period beginning at the Effective Time. To the extent the actual amount of any Asset Taxes described in this Section 13.02(b) is not determinable at Closing, Buyer and Seller shall utilize the most recent information available in estimating

the amount of such Asset Taxes for purposes of Section 2.05. Upon determination of the actual amount of such Asset Taxes, timely payments will be made from one Party to the other to the extent necessary to cause each Party to bear the amount of such Asset Tax that is allocable to such Party under this Section 13.02(b). Any allocation of Asset Taxes between the Parties shall be in accordance with this Section 13.02(b).

(c) Except as required by applicable Legal Requirements, in respect of Asset Taxes, (i) Seller shall be responsible for timely remitting all (A) Asset Taxes due (excluding Ad Valorem and Property Taxes) with respect to the Assets for periods ending prior to the Closing Date, (B) Ad Valorem and Property Taxes due with respect to the Assets for periods ending prior to the Effective Time (no matter when due), and (C) Ad Valorem and Property Taxes due with respect to the Assets due prior to the Closing Date (subject, in each case, to Seller's right to reimbursement by Buyer under Section 13.02(b)), (ii) Buyer shall be responsible for timely remitting all (A) Asset Taxes (excluding Ad Valorem and Property Taxes) with respect to the Assets for periods ending on or after the Closing Date, and (B) all Ad Valorem and Property Taxes due on or after the Closing Date (subject, in each case, to Buyer's right to reimbursement by Seller under Section 13.02(b)), in each case, to the applicable taxing authority, (iii) Seller shall prepare and timely file any (A) Tax Return for Asset Taxes (excluding Ad Valorem and Property Taxes) with respect to the Assets required to be filed for periods ending prior to the Closing Date, and (B) Tax Return for Ad Valorem and Property Taxes with respect to the Assets due prior to the Closing Date, and (iv) Buyer shall prepare and timely file any (A) Tax Return for Asset Taxes (excluding Ad Valorem and Property Taxes) with respect to the Assets required to be filed for periods ending on or after the Closing Date, and (B) Tax Return for Ad Valorem and Property Taxes in respect to the Assets required to be filed on or after the Closing Date (including Tax Returns related to any Straddle Period). Each Party shall indemnify and hold the other Party harmless for any failure to file such Tax Returns and to make such payments. Buyer shall prepare all such Tax Returns relating to any Straddle Period on a basis consistent with past practice except to the extent otherwise required by applicable Legal Requirements. Buyer shall provide Seller with a copy of any Tax Return relating to any Straddle Period for Seller's review at least ten (10) days prior to the due date for the filing of such Tax Return (or within a commercially reasonable period after the end of the relevant Taxable period, if such Tax Return is required to be filed less than ten (10) days after the close of such Taxable period), and Buyer shall incorporate all reasonable comments of Seller provided to Buyer in advance of the due date for the filing of such Tax Return.

(d) Buyer and Seller agree to furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Assets, including access to books and records, as is reasonably necessary for the filing of all Tax Returns by Buyer or Seller, the making of any election relating to taxes, the preparation for any audit by any taxing authority and the prosecution or defense of any claim, suit or proceeding relating to any tax. The Parties agree to retain all books and records with respect to Tax matters pertinent to the Assets relating to any Tax period beginning before the Closing Date until sixty (60) days after the expiration of the statute of limitations of the respective Tax periods (taking into account any extensions thereof) and to abide by all record retention agreements entered into with any taxing authority.

13.03 **Notices.** All notices, consents, waivers, and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by electronic mail with receipt acknowledged, with the receiving Party affirmatively obligated to promptly acknowledge receipt, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate recipients, addresses, and fax numbers set forth below (or to such other recipients, addresses, or fax numbers as a Party may from time to time designate by notice to the other Party):

NOTICES TO BUYER:

Scout Energy Group IV, LP
4901 LBJ FWY, STE 300
Dallas, Texas 75244
Attention: Jon Piot
Email Address: jpiot@scoutep.com

NOTICES TO SELLER:

c/o Linn Energy Holdings, LLC
600 Travis Street
Houston, Texas 77002
Attention: Candice J. Wells, General Counsel
E-mail: CWells@linnenergy.com

With a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
609 Main Street, 45th Floor
Houston, TX 77002
Attention: Anthony Speier, P.C.
Rahul Vashi

Email: anthony.speier@kirkland.com
rahul.vashi@kirkland.com

13.04 **Governing Law; Jurisdiction; Service of Process; Jury Waiver. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RIGHTS, DUTIES AND THE LEGAL RELATIONS AMONG THE PARTIES HERETO AND THERETO SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION. WITHOUT LIMITING THE PARTIES' AGREEMENT TO ARBITRATE IN SECTION 11.15 OR THE DISPUTE RESOLUTION PROCEDURE PROVIDED IN SECTION 2.05(D) WITH RESPECT TO DISPUTES ARISING THEREUNDER, THE PARTIES HERETO**

CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE FEDERAL COURTS OF THE UNITED STATES LOCATED IN HOUSTON, TEXAS OR THE STATE COURTS LOCATED IN HOUSTON, TEXAS FOR ANY ACTION ARISING OUT OF THIS AGREEMENT, ANY TRANSACTION DOCUMENTS, OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS AGREEMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY SHALL BE EXCLUSIVELY LITIGATED IN SUCH COURTS DESCRIBED ABOVE HAVING SITES IN HOUSTON, TEXAS AND EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS SOLELY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. EACH PARTY HERETO VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, THAT A FINAL AND NONAPPEALABLE JUDGMENT AGAINST A PARTY IN ANY ACTION OR PROCEEDING CONTEMPLATED ABOVE SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION WITHIN OR OUTSIDE THE UNITED STATES BY SUIT ON THE JUDGMENT, A CERTIFIED OR EXEMPLIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND AMOUNT OF SUCH JUDGMENT. TO THE EXTENT THAT A PARTY OR ANY OF ITS AFFILIATES HAS ACQUIRED, OR HEREAFTER MAY ACQUIRE, ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, SUCH PARTY (ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES) HEREBY IRREVOCABLY (I) WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS WITH RESPECT TO THIS AGREEMENT AND (II) SUBMITS TO THE PERSONAL JURISDICTION OF ANY COURT DESCRIBED IN THIS SECTION 13.04.

13.05 **Further Assurances.** The Parties agree (a) to furnish upon request to each other such further information, (b) to execute, acknowledge, and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

13.06 **Waiver.** The rights and remedies of the Parties are cumulative and not alternative. Neither the failure nor any delay by either Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable Legal

Requirement, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party, (b) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (c) no notice to or demand on one Party shall be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

13.07 **Entire Agreement and Modification.** This Agreement supersedes all prior discussions, communications, and agreements (whether oral or written) between the Parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended or otherwise modified except by a written agreement executed by both Parties. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by either Party that is not embodied in this Agreement together with the documents, instruments, and writings that are delivered pursuant hereto, and neither Party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of any Schedule or Exhibit hereto, the terms and provisions of this Agreement shall govern, control, and prevail.

13.08 **Assignments, Successors, and No Third Party Rights.** Neither Party may assign any of its rights, liabilities, covenants, or obligations under this Agreement (as distinguished from an assignment of the Assets after Closing) without the prior written consent of the other Party (which consent may be granted or denied at the sole discretion of the other Party), and (a) any assignment made without such consent shall be void, and (b) in the event of such consent, such assignment nevertheless shall not relieve such assigning Party of any of its obligations under this Agreement without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement shall apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement shall be construed to give any Person other than the Parties or any other agreement contemplated herein (and Buyer Group and Seller Group who are entitled to indemnification under Article 10), any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. Subject to the preceding sentence, this Agreement, any other agreement contemplated herein, and all provisions and conditions hereof and thereof, are for the sole and exclusive benefit of the Parties and such other agreements (and Buyer Group and Seller Group who are entitled to indemnification under Article 10), and their respective successors and permitted assigns.

13.09 **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

13.10 **Article and Section Headings, Construction.** The headings of Sections, Articles, Exhibits, and Schedules in this Agreement are provided for convenience only and shall not affect its construction or interpretation. All references to "Section," "Article," "Exhibit," or "Schedule" refer to the corresponding Section, Article, Exhibit, or Schedule of this Agreement. Unless expressly provided to the contrary, the words "hereunder," "hereof," "herein," and words of similar import are references to this Agreement as a whole and not any particular Section, Article, Exhibit, Schedule, or other provision of this Agreement. Each definition of a defined term herein shall be equally applicable both to the singular and the plural forms of the term so defined. All words used in this Agreement shall be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms and (in its various forms) means including without limitation. If the date specified in this Agreement for giving any notice or taking any action is not a Business Day (or if the period during which any notice is required to be given or any action taken expires on a date which is not a Business Day), then the date for giving such notice or taking such action (or the expiration date of such period during which notice is required to be given or action taken) shall be the next day which is a Business Day. Each Party has had substantial input into the drafting and preparation of this Agreement and has had the opportunity to exercise business discretion in relation to the negotiation of the details of the Contemplated Transactions. This Agreement is the result of arm's-length negotiations from equal bargaining positions. This Agreement shall not be construed against either Party, and no consideration shall be given or presumption made on the basis of who drafted this Agreement or any particular provision hereof or who supplied the form of Agreement.

13.11 **Counterparts.** This Agreement may be executed and delivered (including by facsimile or e-mail transmission) in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

13.12 **Press Release.** If any Party wishes to make a press release or other public announcement respecting this Agreement or the Contemplated Transactions, such Party will provide the others with a draft of the press release or other public announcement for review at least one (1) Business Day prior to the time that such press release or other public announcement is to be made. The Parties will attempt in good faith to expeditiously reach agreement on such press release or other public announcement and the contents thereof. Failure to provide comments back to the other Party within one (1) Business Day of receipt of the draft release or announcement will be deemed consent to the public disclosure of such press release or other public announcement and the content thereof, so long as the reviewing Party's name is not included in the release or announcement. Seller and Buyer shall each be liable for the compliance of their respective Affiliates with the terms of this Section 13.12. **Notwithstanding anything to the contrary in this Section 13.12, no Party shall issue a press release or other public announcement that includes the name of a non-releasing Party or its Affiliates without the prior written consent of such non-releasing Party (which consent may be withheld in such non-releasing Party's sole discretion).**

13.13 **Confidentiality.** The Confidentiality Agreement shall terminate on the Closing Date and will thereafter be of no further force or effect. Each Party shall keep confidential, and cause its Affiliates and instruct its Representatives to keep confidential, all terms and provisions of this Agreement, except (a) as required by Legal Requirements or any standards or rules of any stock exchange to which such Party or any of its Affiliates is subject, (b) for information that is available to the public on the Closing Date, or thereafter becomes available to the public other than as a result of a breach of this Section 13.13, (c) to the extent required to be disclosed in connection with complying with or obtaining a waiver of any Preferential Purchase Right or Consent, (d) the Purchase Price, anticipated Closing Date and actual Closing Date, and the Assets, including the location of the Assets and any characteristics of the Assets or economics related to the Assets, and (e) to the extent that such Party must disclose the same in any Proceeding brought by it to enforce its rights under this Agreement. This Section 13.13 shall not prevent either Party from recording the Instruments of Conveyance delivered at the Closing or from complying with any disclosure requirements of Governmental Bodies that are applicable to the transfer of the Assets. The covenant set forth in this Section 13.13 shall terminate two (2) years after the Closing Date.

13.14 **Name Change.** As promptly as practicable, but in any event within sixty (60) days after the Closing Date, Buyer shall eliminate, remove or paint over the use of the name "Linn" and variants thereof from the Assets, and, except with respect to such grace period for eliminating the existing usage, shall have no right to use any logos, trademarks, or trade names belonging to Seller or any of its Affiliates. Buyer shall be solely responsible for any direct or indirect costs or expenses resulting from the change in use of name and any resulting notification or approval requirements.

13.15 **Preparation of Agreement.** Both Seller and Buyer and their respective counsel participated in the preparation of this Agreement. In the event of any ambiguity in this Agreement, no presumption shall arise based on the identity of the draftsman of this Agreement.

13.16 **Appendices, Exhibits and Schedules.** All of the Appendices, Exhibits and Schedules referred to in this Agreement are hereby incorporated into this Agreement by reference and constitute a part of this Agreement. Each Party to this Agreement and its counsel has received a complete set of Appendices, Exhibits and Schedules prior to and as of the execution of this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

SELLER:

LINN ENERGY HOLDINGS, LLC

By: /s/ Candice J Wells
Name: Candice J. Wells
Title: Senior Vice President, General Counsel and Corporate Secretary

LINN OPERATING, LLC

By: /s/ Candice J Wells
Name: Candice J. Wells
Title: Senior Vice President, General Counsel and Corporate Secretary

BUYER:

Scout Energy Group IV, LP
By Scout Energy Group IV GP, LLC,
its general partner

By: /s/ Jon Piot
Name: Jon Piot
Title: Managing Director

Exhibit 2.15

FOURTH AMENDMENT TO CONTRIBUTION AGREEMENT

THIS FOURTH AMENDMENT TO CONTRIBUTION AGREEMENT (this "***Amendment***") is made and entered into this 27th day of February, 2018, by and among Linn Energy Holdings, LLC ("**LEH**"), a Delaware limited liability company, Linn Operating, LLC, a Delaware limited liability company ("***LOI***" and together with LEH, "***Linn***"), Citizen Energy II, LLC ("**Citizen**"), an Oklahoma limited liability company, Roan Resources, LLC, a Delaware limited liability Company ("***Company***"). Linn, Citizen and the Company are sometimes referred to collectively as the "***Parties***" and individually as a "***Party***." Capitalized terms used but not defined in this Amendment will have the meanings given to such terms in the Contribution Agreement (defined below).

RECITALS

WHEREAS, LEH, LOI, Citizen and Company entered into that certain Contribution Agreement, dated as of June 27, 2017, which was amended by (i) that certain First Amendment to the Contribution Agreement, dated as of August 31, 2017, (ii) that certain Second Amendment to Contribution Agreement, dated as of October 31, 2017, and (iii) that certain Third Amendment to Contribution Agreement, dated as of November 29, 2017 (as amended, the "***Contribution Agreement***").

WHEREAS, the Parties desire to amend and modify certain terms and conditions of the Contribution Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained, the benefits to be derived by each Party, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows, notwithstanding anything to the contrary in the Contribution Agreement:

1. Adjustments to Initial Value for Title Defects; Designation of Substitute Leases.

a. Linn Title Defects and Substitute Lease Designation.

i. The Parties have agreed that the total Linn Title Defect Amounts as to all uncured Linn Title Defects asserted, less *(minus)* the total Linn Title Benefit Amounts for all remaining Linn Title Benefits asserted, in excess of the Linn Aggregate Deductible is $78,816,162.65, as set forth in Exhibit A hereto.

ii. As set forth under the caption "Linn Designation of Substitute Leases" in Exhibit A hereto, Linn has designated certain Linn Additional Leases as Linn Substitute Leases with a cumulative value of $78,816,162.65.

iii. As result, the Parties agree no reduction to the Initial Linn Agreed Value will be made for Linn Title Defects, and the designated Linn Substitute Leases with a cumulative value of $78,816,162.65 will be treated as Linn Leases (and not Linn True-Up Leases or Linn Cost-Credited Leases) for all purposes under the Contribution Agreement.

iv. No additional Linn Lease Designation Notice is required for the Linn Substitute Leases.

b. Citizen Title Defects and Substitute Lease Designation.

i. The Parties have agreed that the total Citizen Title Defect Amounts as to all uncured Citizen Title Defects asserted, less (minus) the total Citizen Title Benefit Amounts for all remaining Citizen Title Benefits asserted, in excess of the Citizen Aggregate Deductible is $18,275,170.67, as set forth in Exhibit B hereto.

ii. As set forth under captioned "ROAN Notice – CE Final Exhibit A-5 Lease Designations – 1-22-2018" in Exhibit B hereto, Citizen has designated certain Citizen Additional Leases as Citizen Substitute Leases with a cumulative value of $18,275,170.67.

iii. As result, the Parties agree no reduction to the Initial Citizen Agreed Value will be made for Citizen Title Defects, and the designated Citizen Substitute Leases with a cumulative value of $18,275,170.67 will be treated as Citizen Leases (and not Citizen True-Up Leases or Citizen Cost-Credited Leases) for all purposes under the Contribution Agreement.

iv. No additional Citizen Lease Designation Notice is required for the Citizen Substitute Leases.

2. Agreed Adjustments to Initial Value.

a. The Parties will include as adjustments to the Initial Linn Agreed Value and Initial Citizen Agreed Value:

i. any upward or downward adjustments related to Linn Additional Leases or Citizen Additional Leases (as further described by Sections 3.2 and 3.3 of the Contribution Agreement), other than the Linn Cost Credited Asset Acquisition Costs and Citizen Cost Credited Asset Acquisition Costs; and

ii. the "JIB Held" amounts as of the Closing Date (based on good faith estimates by Linn and Citizen of their net interests associated with these JIB Held amounts).

b. The Parties will include any corrections to the JIB Held amounts, final suspense amounts, and cash call balances that are not otherwise included in the Post-Closing Linn Statement or Post-Closing Citizen Statement in the final Monthly Settlement Statement under the Citizen MSA or Linn MSA, as applicable.

3. Post-Closing Settlement Statements. Linn and Citizen each provided their draft Post-Closing Linn Statement or Post-Closing Citizen Statement, as the case may be, on January 29, 2018, each of which are attached hereto as Exhibits C-1 and C-2, respectively; provided, however, that notwithstanding the provisions of the Contribution Agreement, Linn's Post-Closing Linn Statement set forth the proposed final calculation of the proposed adjustment to the Preliminary Linn Adjustment Amount (not the Preliminary Citizen Adjustment Amount); and Citizen's Post-Closing Citizen Statement set forth the proposed final calculation of the proposed adjustment to the Preliminary Citizen Adjustment Amount (not the Preliminary Linn Adjustment Amount). The Parties agree that the Post-Closing Linn Statement and the Post-Closing Citizen Statement are deemed to have been prepared and delivered in compliance with the Contribution Agreement. Linn and Citizen have each adjusted their Post-Closing Linn Statement and Post-Closing Citizen Statement in accordance with Paragraphs 4 and 5 below each of which are attached hereto as Exhibits D-1 and D-2, respectively and have been accepted without objection by either Party. Adjustments set forth in the Post-Closing Linn Statement and the Post-Closing Citizen Statement to the Preliminary Linn Adjustment Amount and the Preliminary Citizen Adjustment Amount as shown on Exhibits D-1 and D-2 shall be deemed to be the Final Linn Adjustment Amount and the Final Citizen Adjustment Amount, respectively.

4. True-Up Leases. The Parties hereby agree (for purposes of *Section 3.2(b)(vi)* and *3.3(b)(vi)* of the Contribution Agreement): there is a Citizen Delta Value (meaning the Relevant Linn Value is greater than the Relevant Citizen Value**,** and such positive difference between the Relevant Linn Value *minus* the Relevant Citizen Value *equals* the Citizen Delta Value), equal to $2,229,082.00, and Citizen hereby designates the Citizen Additional Leases identified on Exhibit E as Citizen True-Up Leases, insofar as they are needed to offset the Citizen Delta Value. The designated Citizen True-Up Leases will be treated as Citizen Leases (and not Citizen Cost Credited Leases) for all purposes under the Contribution Agreement. No additional Citizen Lease Designation Notice is required for the Citizen True-Up Leases.

5. Reimbursement for Cost Credited Assets:

a. The Parties agree that (i) attached hereto as Exhibit F are the Linn Cost Credited Asset Acquisition Costs (the "**Linn Total Costs**") for the remaining Linn Cost Credited Leases and associated Linn Additional Assets; and (ii) attached hereto as Exhibit G are the Citizen Cost Credited Asset Acquisition Costs (the "**Citizen Total Costs**") for the remaining Citizen Cost Credited Leases and associated Citizen Additional Assets.

b. Notwithstanding any contrary provisions of the Contribution Agreement, the Initial Linn Agreed Value and Initial Citizen Agreed Value will each be adjusted upward equally by the lesser amount of Linn Total Costs or Citizen Total Costs, which is an amount equal to $20,035,869.40 (the "**Equivalent Contribution Amount**") in lieu of any reimbursement from the Company (other than as described below), and without any obligation of either Linn or Citizen (nor any obligation of any member of the Company) to make any additional capital contributions to the Company (or any direct reimbursement) relative to such Linn Total Costs or Citizen Total Costs.

c. Notwithstanding any contrary provisions of the Contribution Agreement, the Parties further agree that (i) the Company will pay Linn (or its designee) a cash reimbursement equal to the Linn Total Costs less the Equivalent Contribution Amount, which equals $22,935,224.36 (the "**Full Reimbursement Amount**") on or before March 2, 2018; and (ii) neither Linn nor Citizen (nor any member of the Company) shall have any obligation to make any additional capital contributions to the Company (or any direct reimbursement) relative to such Full Reimbursement Amount.

d. This Section 5 of this Amendment sets forth the sole obligations and liabilities of the Parties (as well as any member of the Company) with regard to Linn Cost Credited Asset Acquisition Costs relating to any and all Linn Cost Credited Leases and associated Linn Additional Assets, and the Citizen Cost Credited Asset Acquisition Costs relating to any and all Citizen Cost Credited Leases and associated Citizen Additional Assets.

6. Conflict. To the extent any of the foregoing conflicts with the terms of the Contribution Agreement, the terms of this Letter Agreement will control.

7. Certain Provisions. The Parties acknowledge and agree that following Sections of the Contribution Agreement are incorporated herein by reference *mutatis mutandis*: Sections 1.2 (References and Rules of Construction), 17.1 (Governing Law), 17.2 (Conspicuous Language), 17.3 (Dispute Resolution), 17.4 (Counterparts), 17.5 (Notices), 17.6 (Expenses),17.7 (Waiver; Rights Cumulative), 17.10 (Parties in Interest), 17.11 (Binding Effect), 17.12 (Preparation of Agreement), 17.13 (Severability), 17.14 (Limitation on Damages), 17.15 (Assignment), and 17.9 (Amendment).

8. Ratification. Except as modified by this Amendment, the Contribution Agreement remains in full force and effect in accordance with its terms.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the date first set forth above.

PARTIES:

ROAN RESOURCES, LLC

By: /s/ Tony C. Maranto
Name: Tony C. Maranto
Title: President & CEO
Roan Resources LLC

LINN ENERGY HOLDINGS, LLC

By: /s/ Candice Wells
Name: Candice Wells
Title: SVP, General Counsel & Corporate Secretary

LINN OPERATING, LLC

By: /s/ Candice Wells
Name: Candice Wells
Title: SVP, General Counsel & Corporate Secretary

CITIZEN ENERGY II, LLC

By: /s/ Robbie Woodard
Name: Robbie Woodard
Title: C.O.O.

Exhibit 2.16

FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT

This First Amendment to Purchase and Sale Agreement (this "Amendment"), is dated as of February 27, 2018 (the "Execution Date"), by and among Linn Energy Holdings, LLC ("LEH"), Linn Operating, LLC ("LOI", and together with LEH, "Seller") and Altamont Energy LLC (f/k/a Wasatch Energy LLC) ("Buyer"). Seller, on the one hand, and Buyer on the other hand, are referred to collectively as the "Parties" and individually as a "Party." Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated as of January 15, 2018 (the "Purchase Agreement");

WHEREAS, the Parties desire to amend the Purchase Agreement and to memorialize certain mutual agreements relating to certain transactions contemplated by the Purchase Agreement, as set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual promises, representations, warranties, covenants, conditions and agreements contained herein and in the Purchase Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment of Section 2.03 Closing; Preliminary Settlement Statement. Section 2.03 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

The Closing shall take place at the offices of Kirkland & Ellis LLP at 609 Main Street, 47th Floor, Houston, Texas 77002 on March 5, 2018 (the "Scheduled Closing Date"), or if all conditions to Closing under Article 7 and Article 8 have not yet been satisfied or waived, within ten (10) Business Days after such conditions have been satisfied or waived, subject to the provisions of Article 9 (the "Closing Date"). Notwithstanding the foregoing, Buyer may elect to extend the Scheduled Closing Date to March 30, 2018, by delivering an additional deposit amount equal to five percent (5%) of the unadjusted Purchase Price into the Escrow Account no later than March 1, 2018 at 12:00 p.m. (Eastern Time). Subject to the provisions of Article 7, Article 8 and Article 9, failure to consummate the purchase and sale provided for in this Agreement on the date and time and at the place determined pursuant to this Section 2.03 shall not result in the termination of this Agreement and shall not relieve either Party of any obligation under this Agreement. Not later than five (5) Business Days prior to the Closing Date, Seller will deliver to Buyer a statement setting forth in reasonable detail Seller's reasonable good faith determination of the Preliminary Amount based upon the best information available at that time (the "Preliminary Settlement Statement"). As part of the Preliminary Settlement Statement, Buyer shall provide to Seller such data as is reasonably necessary to support any estimated allocation, for purposes of establishing the Preliminary Amount. Within two (2) Business Days after its receipt of the Preliminary Settlement Statement, Buyer may submit to Seller in writing any objections or proposed changes thereto and Seller shall consider all such objections and proposed changes in good faith. The estimate agreed to by Seller and Buyer, or, absent such agreement, delivered in the Preliminary Settlement Statement by Seller in accordance with this Section 2.03, will be the Preliminary Amount to be paid by Buyer to Seller at the Closing.

2. Amendment of Exhibit B. Exhibit B to the Purchase Agreement is hereby deleted in its entirety and replaced with the attached Annex A.

3. Amendment of Schedule 2.07(a). Schedule 2.07(a) to the Purchase Agreement is hereby deleted in its entirety and replaced with the attached Annex B.

4. Amendment of Schedule 3.10. Schedule 3.10 to the Purchase Agreement is hereby deleted in its entirety and replaced with the attached Annex C.

5. Excluded Wells. The Parties acknowledge that (a) certain of the Excluded Wells on Exhibit E to the Purchase Agreement were inadvertently included on Exhibit B to the Purchase Agreement, and (b) no Excluded Wells will be conveyed to Buyer pursuant to the Assignment delivered at Closing unless Buyer elects to acquire the Excluded Wells as provided in that certain Letter Agreement dated January 15, 2018, by and between the Parties (the "Letter Agreement"). If Buyer timely make such election, the Excluded Wells will be conveyed to Buyer in accordance with the Letter Agreement.

6. Compliance with Purchase Agreement. The Parties acknowledge that this Amendment complies with the requirements to alter or amend the Purchase Agreement, as stated in Section 13.07 of the Purchase Agreement. The Purchase Agreement, as amended herein, is ratified and confirmed, and all other terms and conditions of the Purchase Agreement not modified by this Amendment shall remain in full force and effect. All references to the Purchase Agreement shall be considered to be references to the Purchase Agreement as modified by this Amendment.

7. Incorporation. The Parties acknowledge that this Amendment shall be governed by the terms of Article XIII of the Purchase Agreement and such provisions shall be incorporated herein, *mutatis mutandis*.

8. Counterparts. This Amendment may be executed and delivered (including by facsimile or e-mail transmission) in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment and all of which, when taken together, shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, this Amendment has been signed by each of the Parties on the Execution Date.

SELLER:

LINN ENERGY HOLDINGS, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

LINN OPERATING, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

IN WITNESS WHEREOF, this Amendment has been signed by each of the Parties on the Execution Date.

BUYER:

ALTAMONT ENERGY LLC

By: /s/ Kaushik Amin
Name: Kaushik Amin
Title: Executive Chairman

[Signature Page to Amendment to Purchase and Sale Agreement]

SECOND AMENDMENT TO
PURCHASE AND SALE AGREEMENT

This Second Amendment to Purchase and Sale Agreement (this "Amendment"), is dated as of February 28, 2018 (the "Execution Date"), by and among Linn Energy Holdings, LLC ("LEH"), Linn Operating, LLC ("LOI", and together with LEH, "Seller") and Altamont Energy LLC (f/k/a Wasatch Energy LLC) ("Buyer"). Seller, on the one hand, and Buyer on the other hand, are referred to collectively as the "Parties" and individually as a "Party." Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated as of January 15, 2018 (the "Original Purchase Agreement");

WHEREAS, Seller and Buyer entered into that certain First Amendment to Purchase and Sale Agreement dated as of February 27, 2018 (the "First Amendment");

WHEREAS, the Parties desire to further amend the Original Purchase Agreement, as amended by the First Amendment (the "Purchase Agreement"), and to memorialize certain mutual agreements relating to certain transactions contemplated by the Purchase Agreement, as set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual promises, representations, warranties, covenants, conditions and agreements contained herein and in the Purchase Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment of Section 2.03 Closing; Preliminary Settlement Statement. Section 2.03 of the Purchase Agreement (as amended by the First Amendment) is hereby deleted in its entirety and replaced with the following:

The Closing shall take place at the offices of Kirkland & Ellis LLP at 609 Main Street, 47th Floor, Houston, Texas 77002 on March 5, 2018 (the "Scheduled Closing Date"), or if all conditions to Closing under Article 7 and Article 8 have not yet been satisfied or waived, within ten (10) Business Days after such conditions have been satisfied or waived, subject to the provisions of Article 9 (the "Closing Date"). Notwithstanding the foregoing, Buyer may elect to extend the Scheduled Closing Date to April 2, 2018, by delivering an additional deposit amount equal to $3,000,000 into the Escrow Account no later than March 2, 2018, at 12:00 p.m. (Central Standard Time). Subject to the provisions of Article 7, Article 8 and Article 9, failure to consummate the purchase and sale provided for in this Agreement on the date and time and at the place determined pursuant to this Section 2.03 shall not result in the termination of this Agreement and shall not relieve either Party of any obligation under this Agreement. Not later than five (5) Business Days prior to the Closing Date, Seller will deliver to Buyer a statement setting forth in reasonable detail Seller's reasonable good faith determination of the Preliminary Amount based upon the best information available at that time (the "Preliminary Settlement Statement"). As part of the Preliminary Settlement Statement, Buyer shall provide to Seller such data as is reasonably necessary to support any estimated allocation, for purposes of establishing the Preliminary

Amount. Within two (2) Business Days after its receipt of the Preliminary Settlement Statement, Buyer may submit to Seller in writing any objections or proposed changes thereto and Seller shall consider all such objections and proposed changes in good faith. The estimate agreed to by Seller and Buyer, or, absent such agreement, delivered in the Preliminary Settlement Statement by Seller in accordance with this Section 2.03, will be the Preliminary Amount to be paid by Buyer to Seller at the Closing.

2. Compliance with Purchase Agreement. The Parties acknowledge that this Amendment complies with the requirements to alter or amend the Purchase Agreement, as stated in Section 13.07 of the Purchase Agreement. The Purchase Agreement, as amended herein, is ratified and confirmed, and all other terms and conditions of the Purchase Agreement not modified by this Amendment shall remain in full force and effect. All references to the Purchase Agreement shall be considered to be references to the Purchase Agreement as modified by this Amendment.

3. Incorporation. The Parties acknowledge that this Amendment shall be governed by the terms of Article XIII of the Purchase Agreement and such provisions shall be incorporated herein, *mutatis mutandis*.

4. Counterparts. This Amendment may be executed and delivered (including by facsimile or e-mail transmission) in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment and all of which, when taken together, shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, this Amendment has been signed by each of the Parties on the Execution Date.

SELLER:

LINN ENERGY HOLDINGS, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

LINN OPERATING, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

IN WITNESS WHEREOF, this Amendment has been signed by each of the Parties on the Execution Date.

BUYER:

ALTAMONT ENERGY LLC

By: /s/ Kaushik Amin
Name: Kaushik Amin
Title: Executive Chairman

[Signature Page to Second Amendment to Purchase and Sale Agreement]

FORM
OF
CERTIFICATE OF INCORPORATION
OF
RIVIERA RESOURCES, INC.

ARTICLE I
NAME

The name of the corporation is Riviera Resources, Inc. (the "Corporation").

ARTICLE II
REGISTERED OFFICE

The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, DE 19801. The name of the registered agent of the Corporation at that address is The Corporation Trust Company.

ARTICLE III
CORPORATE PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

ARTICLE IV
CAPITAL STOCK

(1) Authorized Capital Stock. The total number of shares of all classes of stock which the Corporation shall have authority to issue is three hundred million (300,000,000) shares, consisting of two hundred seventy million (270,000,000) shares of Common Stock, par value $0.01 per share (the "Common Stock"), and thirty million (30,000,000) shares of Preferred Stock, par value $0.01 per share (the "Preferred Stock").

(2) Common Stock. The powers, preferences, and rights and the qualifications, limitations, and restrictions of the Common Stock are as follows:

(a) Voting Rights. Except as otherwise required by the DGCL or as provided by or pursuant to the provisions of this Certificate of Incorporation of the Corporation (this "Certificate of Incorporation"), each holder of Common Stock shall be entitled to one vote for each share of Common Stock held of record by such holder. The holders of shares of Common Stock shall not have cumulative voting rights.

(b) Dividends. Subject to the rights of the holders of any series of Preferred Stock then outstanding, holders of Common Stock, as such, are entitled to receive ratably such dividends (payable in cash, stock or otherwise), if any, in the amounts as may be declared from time to time by the Board out of any assets or funds legally available therefor.

(c) No Preemptive or Subscription Rights. No holder of shares of Common Stock shall be entitled to preemptive or subscription right.

(3) Preferred Stock.

(a) The Board of Directors (as defined below) is authorized, subject to any limitations prescribed by law, to provide for the issuance of shares of Preferred Stock in series, and by filing a certificate pursuant to the applicable law of the State of Delaware (such certificate being hereinafter referred to as a "Preferred Stock Designation"), to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences, and rights of the shares of each such series and any qualifications, limitations or restrictions thereof. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of all of the then outstanding shares of capital stock of the Corporation entitled to vote thereon, without a vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such holders is required pursuant to the terms of any Preferred Stock Designation.

(b) There shall be no limitation or restriction on any variation between any of the different series of Preferred Stock as to the designations, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions thereof; and the several series of Preferred Stock may, except as otherwise expressly provided in this Article IV, vary in any and all respects as fixed and determined by the resolution or resolutions of the Board of Directors, providing for the issuance of the various series; *provided*, *however*, that all shares of any one series of Preferred Stock shall have the same designation, preferences and relative, participating, optional or other special rights and qualifications, limitations and restrictions.

ARTICLE V
STOCKHOLDER ACTION BY WRITTEN CONSENT

Any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation in accordance with Section 228 of the DGCL.

ARTICLE VI
CORPORATE GOVERNANCE

The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

(1) The business and affairs of the Corporation shall be managed by or under the direction of the board of directors of the Corporation (the "Board of Directors"). In addition to the powers and authority expressly conferred upon them by statute or by this Certificate of Incorporation or the bylaws of the Corporation then in effect, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the DGCL, this Certificate of Incorporation, and the bylaws of the Corporation.

(2) The directors of the Corporation need not be stockholders of the Corporation, and need not be elected by written ballot unless the bylaws of the Corporation so provide.

(3) Special meetings of the stockholders, other than those required by statute, may be called at any time as set forth in the bylaws of the Corporation, and may be called upon the written request to the Secretary by one or more stockholders holding, in the aggregate, at least a majority of the voting power of the shares entitled to vote in the election of directors of the Corporation. Any such written request shall specify the time of such meeting and the general nature of the business proposed to be transacted and shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation, and the Secretary shall, promptly following his or her receipt of such request, cause notice of such meeting to be given in accordance with the bylaws of the Corporation to each of the stockholders entitled to vote at such meeting.

(4) An annual meeting of stockholders, for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held at such place, on such date, and at such time as the Board of Directors shall fix.

ARTICLE VII
BOARD OF DIRECTORS

(1) The Board of Directors shall consist of one or more directors, and shall initially be comprised of six directors. The directors, other than those who may be elected by the holders of any series of Preferred Stock under specified circumstances, shall be of one class and each director shall serve until his or her successor shall have been duly elected and qualified or, if earlier, until his or her death, resignation or removal. At each annual meeting of stockholders, (i) directors shall be elected for a term of office to expire at the succeeding annual meeting of stockholders, with each director to hold office until his or her successor shall have been duly elected and qualified or, if earlier, until his or her death, resignation or removal; and (ii) directors may be elected to fill any vacancy on the Board of Directors, regardless of how such vacancy shall have been created. Vacancies on the Board of Directors may also be filled in the manner provided in the bylaws of the Corporation.

(2) Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the bylaws of the Corporation.

(3) Except as otherwise required by applicable law and subject to the rights of the holders of any series of Preferred Stock then outstanding, any one or more of the directors may be removed from office, with or without cause, by the affirmative vote or written consent of holders of a majority of the voting power of the shares entitled to vote generally in the election of directors of the Corporation, voting together as a single class.

ARTICLE VIII
BYLAW AMENDMENTS

(1) The Board of Directors is expressly authorized to adopt, amend and repeal the bylaws of the Corporation, provided, that any adoption, amendment or repeal of the bylaws of the Corporation by the Board of Directors (a) shall require the approval of a majority of the Whole Board and (b) shall be subject to such additional restrictions (which may include, without limitation, majority or supermajority stockholder approval to amend or repeal specifically enumerated provisions), if any, as are set forth in the bylaws of the Corporation as in effect at such time. The stockholders shall also have power to adopt, amend or repeal the bylaws of the Corporation, by the affirmative vote of the holders of at least a majority of the voting power of all of the then outstanding shares of the capital stock entitled to vote generally in the election of directors of the Corporation, voting together as a single class, provided, that any such adoption, amendment or repeal shall be subject to such additional restrictions (which may include, without limitation, supermajority stockholder approval to amend or repeal specifically enumerated provisions) if any, as are set forth in the bylaws of the Corporation as in effect at such time.

(2) As used herein, "Whole Board" shall mean, at any given time, the total number of directorships then authorized, whether or not any vacancies exist with respect to such directorships.

ARTICLE IX
SECTION 203 OF THE DGCL

The Corporation expressly elects not to be governed by Section 203 of the DGCL.

ARTICLE X
LIMITATION ON DIRECTOR LIABILITY

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for any act or omission not in good faith or which involves intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. In the event that it is determined that Delaware law does not apply, the liability of a director of the Corporation to the company or its stockholders for monetary damages shall be eliminated to the fullest extent permissible under applicable law. Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE XI
INDEMNIFICATION OF DIRECTORS AND OFFICERS

(1) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, manager, employee, agent or trustee of another corporation or of a limited liability company, partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter, a "Covered Person"), whether the basis of such proceeding is alleged action or inaction in an official capacity or in any other capacity while serving as a director, officer, manager, employee, agent or trustee, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by Delaware law, as the same exists or may hereafter be amended from time to time (but in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all costs, charges, expenses, liabilities and losses (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such Covered Person in connection therewith, and that indemnification shall continue as to a Covered Person who has ceased to be a director, officer, manager, employee or agent and shall inure to the benefit of his or her heirs, executors, administrators and personal and legal representatives; *provided*, *however*, that, except as provided in Section 4 of this Article XI with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such Covered Person seeking indemnification in connection with a proceeding (or part thereof) initiated by that Covered Person, only if that proceeding (or part thereof) was authorized by the Board of Directors.

(2) Right to Advancement of Expenses. In addition to the right to indemnification conferred in Section 1 of this Article XI, a Covered Person shall also have the right to be paid by the Corporation the expenses (including attorney's fees) incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); *provided*, *however*, that, if the DGCL requires, an advancement of expenses incurred by a Covered Person in his or her capacity as a director or an officer of the Corporation (and not in any other capacity in which service was or is rendered by such Covered Person, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such Covered Person to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such Covered Person is not entitled to be indemnified for such expenses under this Section 2 of this Article XI or otherwise. No Covered Person will be required to post any bond or provide any other security with respect to any such undertaking.

(3) Primary Indemnitor. The Corporation hereby acknowledges that certain Covered Persons may have rights to indemnification and advancement of expenses (directly or through insurance obtained by any such entity) provided by one or more third parties (collectively, the "Other Indemnitors"), and which may include third parties for whom such Covered Person serves as a manager, member, officer, employee or agent. The Corporation hereby agrees and acknowledges that notwithstanding any such rights that a Covered Person may have with respect to any Other Indemnitor(s), (i) the Corporation is the indemnitor of first resort with respect to all Covered Persons and all obligations to indemnify and provide advancement of expenses to Covered Persons, (ii) the Corporation shall be required to indemnify and advance the full amount of expenses incurred by the Covered Persons, to the fullest extent required by law, the terms of this Certificate of Incorporation, the bylaws of the Corporation as in effect at such time, any agreement to which the Corporation is a party, any vote of the stockholders or the Board of Directors, or otherwise, without regard to any rights the Covered Persons may have against the Other Indemnitors and (iii) to the fullest extent permitted by law, the Corporation irrevocably waives, relinquishes and releases the Other Indemnitors from any and all claims for contribution, subrogation or any other recovery of any kind in respect thereof. The Corporation further agrees that no advancement or payment by the Other Indemnitors with respect to any claim for which the Covered Persons have sought indemnification from the Corporation shall affect the foregoing and the Other Indemnitors shall have a right of contribution and/or be subrogated to the extent of any such advancement or payment to all of the rights of recovery of the Covered Persons against the Corporation. These rights shall be a contract right, and the Other Indemnitors are express third party beneficiaries of the terms of this paragraph.

(4) Right of Claimant to Bring Suit. If a claim under this Article XI is not paid in full by the Corporation within 30 days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses in which case the applicable period shall be 20 days, the Covered Person may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. To the fullest extent permitted by law, if successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Covered Person shall also be entitled to be paid the expense of prosecuting or defending such suit. It shall be a defense to any suit brought by a Covered Person to enforce a right to indemnification hereunder (other than a suit brought to enforce a claim for advancement of expenses where the required undertaking, if any, has been tendered to the Corporation) that the Covered Person has failed to meet any applicable standard of conduct for indemnification set forth in the DGCL, but the burden of proving such defense shall be on the Corporation. In any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the Covered Person has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including its Board of Directors or a committee thereof, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the Covered Person is permissible in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board of Directors or a committee thereof, independent legal counsel, or its stockholders) that the Covered Person has not met such applicable standard of conduct, shall be a defense to the suit or create a presumption that the Covered Person has not met the applicable standard of conduct or, in the case of such a suit brought by the Covered Person, be a defense to such suit). In any suit brought

by a Covered Person to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Covered Person is not entitled to be indemnified, or to such advancement of expenses, under this Article XI or otherwise shall be on the Corporation.

(5) Non-Exclusivity of Rights. The right to indemnification and the advancement of expenses conferred in this Article XI shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, any provision of this Certificate of Incorporation, the bylaws of the Corporation as in effect at such time, any agreement to which the Corporation is a party, any vote of the stockholders or the Board of Directors or otherwise.

(6) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, manager, employee or agent of the Corporation or another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against that expense, liability or loss under Delaware law.

(7) Expenses as a Witness. To the extent any Covered Peron is by reason of the fact that he or she is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, manager, employee, agent or trustee of another corporation or of a limited liability company, partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, a witness in any action, suit or proceeding, he or she shall be indemnified against all costs and expenses actually and reasonably incurred by him or her or on his or her behalf in connection therewith.

(8) Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses incurred in defending any proceeding in advance of its final disposition, to any employee or agent of the Corporation to the fullest extent of the provisions of this Article XI with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

(9) Severability. If any provision or provisions of this Article XI shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of this Article XI (including, without limitation, each portion of any paragraph of this Article XI containing any such provision held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (ii) to the fullest extent possible, the provisions of this Article XI (including, without limitation, each such portion of any paragraph of this Article XI containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

(10) Nature of Rights; Amendments to this Article XI. The rights conferred upon Covered Person in this Article XI shall be contract rights and such rights shall continue as to a Covered Person who has ceased to be a director, officer, manager, employee, agent or trustee and shall inure to the benefit of the Covered Person’s heirs, executors and administrators. Any repeal,

amendment or modification of this Article XI or any of the provisions hereof that adversely affects any right of a Covered Person or its successors hereunder shall be prospective only and shall not limit, eliminate, impair or otherwise adversely affect any rights to indemnification and to the advancement of expenses of a Covered Person with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such repeal, amendment or modification.

ARTICLE XII
BUSINESS OPPORTUNITIES

(1) To the fullest extent permitted by Section 122(17) of the DGCL (or any successor provision) and except as may be otherwise expressly agreed in writing by the Corporation and any Dual Role Person (as defined below), the Corporation, on behalf of itself and its subsidiaries, renounces and waives any interest or expectancy of the Corporation and its subsidiaries in, or in being offered an opportunity to participate in, directly or indirectly, any potential transactions, matters or business opportunities (including, without limitation, any business activities or lines of business that are the same as or similar to those pursued by, or competitive with, the Corporation or any of its subsidiaries or any dealings with customers or clients of the Corporation or any of its subsidiaries) that are from time to time presented to any Dual Role Person, even if the transaction, matter or opportunity is one that the Corporation or its subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so and no such person shall be liable to the Corporation or any of its subsidiaries or Affiliates for breach of any fiduciary or other duty, as a director or officer or otherwise, by reason of the fact that such person pursues, acquires or participates in such business opportunity, directs such business opportunity to another person or fails to present such business opportunity, or information regarding such business opportunity, to the Corporation or its subsidiaries. Without limiting the foregoing renunciation, the Corporation acknowledges that certain of the stockholders are in the business of making investments in, and have investments in, other businesses similar to and that may compete with the Corporation's businesses ("Competing Businesses"), and agrees that each such stockholder shall have the right to make additional investments in or have relationships with other Competing Businesses independent of its investment in the Corporation. Any person purchasing or otherwise acquiring any interest in any shares of stock of the Corporation shall be deemed to have notice of and consented to the provisions of this paragraph. Neither the alteration, amendment or repeal of this paragraph, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this paragraph, nor, to the fullest extent permitted by Delaware law, any modification of law, shall eliminate or reduce the effect of this paragraph in respect of any business opportunity first identified or any other matter occurring, or any cause of action, suit or claim that, but for this paragraph, would accrue or arise, prior to such alteration, amendment, repeal, adoption or modification. If any provision or provisions of this paragraph shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this paragraph (including, without limitation, each portion of any paragraph of this paragraph containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this paragraph (including, without limitation, each such portion of any paragraph of this paragraph containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the

Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law. This paragraph shall not limit any protections or defenses available to, or indemnification or advancement rights of, any director or officer of the Corporation under this Certificate of Incorporation, the bylaws of the Corporation as in effect at such time, or applicable law.

(2) As used herein, (a) "Dual Role Person" shall mean any individual who is a director of the Corporation and is otherwise an employee, officer or a director of a stockholder, and (b) "Affiliate" shall mean with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control with, such person as of the date on which, or at any time during the period for which, the determination of affiliation is being made (including any investment fund the primary investment manager or investment advisor to which is such person or its Affiliate); *provided* that for purposes of the definition of "Affiliate", (i) the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by contract or otherwise and (ii) the term "person" shall mean any individual, corporation, partnership, limited liability company, unincorporated association or other entity.

ARTICLE XIII
EXCLUSIVE FORUM

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (the "Court of Chancery") shall be the sole and exclusive forum for any stockholder of the Corporation (including a beneficial owner of stock) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the DGCL or this Certificate of Incorporation or the bylaws of the Corporation, or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except as to each of (i) through (iv) above, for any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article XIII shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article XIII (including, without limitation, each portion of any sentence of this Article XIII containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

ARTICLE XIV
AMENDMENTS

The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware and all rights conferred upon stockholders are granted subject to this reservation; *provided*, *however*, that, notwithstanding any other provision of this Certificate of Incorporation or any provision of law that might otherwise permit a lesser vote or no vote, but in addition to any vote of the holders of any class or series of the stock of this corporation required by law or by this Certificate of Incorporation, and the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the voting power of all of the then outstanding shares of the capital stock of the Corporation entitled to vote thereon, voting together as a single class, shall be required to amend or repeal any provisions of this Article XIV, Section 3 of Article XI, or any of Articles VIII or XII.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Incorporation to be signed as of [ ], 2018.

RIVIERA RESOURCES, INC.

Name: David B. Rottino
Title: President, Chief Executive Officer and Director

[Signature Page to Riviera Resources, Inc. Certificate of Incorporation]

Exhibit 3.2

FORM OF BYLAWS OF RIVIERA RESOURCES, INC.

As adopted on [ ], 2018

ARTICLE I - STOCKHOLDERS

Section 1. Annual Meeting.

(1) An annual meeting of the stockholders of Riviera Resources, Inc. (the "Corporation"), for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held at such place, on such date, and at such time as the Board of Directors (as defined below) shall fix.

(2) Nominations of persons for election to the Board of Directors and proposals of business to be transacted by the stockholders may be made at an annual meeting of stockholders (a) pursuant to the Corporation's proxy materials with respect to such meeting, (b) by or at the direction of the Board of Directors, or (c) by any stockholder of record of the Corporation (the "Record Stockholder") at the time of the giving of the Record Stockholder Notice (as defined below), who is entitled to vote at the meeting and who has complied with the notice procedures set forth in this Section 1 of Article I. For the avoidance of doubt, the foregoing clause (c) shall be the exclusive means for a stockholder to make nominations or propose business at an annual meeting of stockholders, other than, to the extent the Corporation is then subject to such Rule, business included in the Corporation's proxy materials pursuant to Rule 14a-8 under Securities Exchange Act of 1934, as amended (such act, and the rules and regulations promulgated thereunder, the "Exchange Act").

(3) For nominations of directors or proposals of business to be properly brought before an annual meeting by a Record Stockholder pursuant to clause (c) of the immediately preceding paragraph, (a) the Record Stockholder must have given timely notice thereof in writing ("Record Stockholder Notice") to the Secretary of the Corporation (the "Secretary") and (b) any such business must be a proper matter for stockholder action under Delaware law. To be timely, a Record Stockholder's notice shall be received by the Secretary at the principal executive offices of the Corporation not less than 45 nor more than 75 days prior to the one-year anniversary of the date on which the Corporation first mailed its proxy materials for the preceding year's annual meeting of stockholders; *provided*, *however*, that, (i) subject to the last sentence of this Section 1(3) of Article I, if the meeting is convened more than 30 days prior to or delayed by more than 30 days after the one-year anniversary of the preceding year's annual meeting, or if no annual meeting was held during the preceding year, notice by the Record Stockholder to be timely must be so received not later than the close of business on the later of (A) the 45th day before such annual meeting or (B) the 10th day following the date on which public announcement of the date

of such meeting is first made and (ii) in the event that the number of directors to be elected to the Board of Directors is increased and a public announcement naming all of the nominees for director or indicating the increase in the size of the Board of Directors is not made by the Corporation at least 10 days before the last day a Record Stockholder may timely deliver a notice of nomination in accordance with the foregoing provisions of this paragraph, a Record Stockholder Notice shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it is received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the date on which such public announcement is first made by the Corporation. Notwithstanding anything to the contrary in these Bylaws of the Corporation (these "Bylaws"), for the first annual meeting of the stockholders after the effective date of these Bylaws, to be timely, a Record Stockholder Notice shall be delivered to the Secretary at the principal executive offices of the Corporation no earlier than the close of business on the 75th day prior to the scheduled date of such annual meeting and not later than the close of business on the later of the date that is 45 days prior to the scheduled date of such annual meeting or 10 days following the date on which public announcement of the date of such meeting is first made by the Corporation. In no event shall an adjournment, or postponement of an annual meeting for which notice has been given, commence a new time period for the giving of a Record Stockholder Notice.

(4) Any Record Stockholder Notice shall set forth the following information:

(a) if such notice pertains to the nomination of directors, as to each person whom the Record Stockholder proposes to nominate for election or reelection as a director, all information relating to such person as would be required to be disclosed in a solicitation of proxies for the election of such nominee as a director pursuant to Regulation 14A under the Exchange Act, and such person's written consent to serve as a nominee and to serve as a director if elected;

(b) with respect to any other business that the Record Stockholder proposes to bring before the meeting, a brief description of such business, the reasons for conducting such business at the meeting, and any material interest that such Record Stockholder (and, if applicable, the beneficial owner on whose behalf the proposal is made) has in such business; and

(c) with respect to the Record Stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (each, a "party"):

(i) the name and address of each such party;

(ii)(A) the class, series, and number of shares of the Corporation that are owned, directly or indirectly, beneficially and of record by each such party, (B) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise (a

"Derivative Instrument") directly or indirectly owned beneficially by each such party, and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation, (C) any proxy, contract, arrangement, understanding, or relationship pursuant to which each such party has a right to vote, directly or indirectly, any shares of any security of the Corporation, (D) any short interest in any security of the Corporation held by each such party (for purposes hereof, a person shall be deemed to have a short interest in a security if such person directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security), (E) any rights to dividends on the shares of the Corporation owned beneficially directly or indirectly by each such party that are separated or separable from the underlying shares of the Corporation, (F) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which each such party is a general partner or, directly or indirectly, beneficially owns an interest in a general partner and (G) any performance-related fees (other than an asset-based fee) that each such party is directly or indirectly entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, as of the date of such notice, and each such party shall supplement the information provided pursuant to the foregoing clauses (A) through (G), to the extent necessary, by the earlier of the 10th day after the record date for determining the stockholders entitled to vote at the meeting and the day prior to the meeting; and

(iii) any other information relating to each such party that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or the election of directors in a contested election pursuant to Section 14 of the Exchange Act.

(5) A person shall not be eligible for election or re-election as a director at an annual meeting unless (i) the person is nominated by a Record Stockholder in accordance with Section 1(2)(c) of this Article I or (ii) the person is nominated by or at the direction of the Board of Directors. Only such business shall be conducted at an annual meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 1 of Article I. The chairman of the meeting shall have the power and the duty to determine whether a nomination or any business proposed to be brought before the meeting has been made in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defectively proposed business or nomination shall not be presented for stockholder action at the meeting and shall be disregarded.

(6) As used in these Bylaws, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or a comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act.

(7) Notwithstanding the foregoing provisions of this Section 1 of Article I, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to matters set forth in this Section 1 of Article I. Nothing in this Section 1 of Article I shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act, to the extent applicable.

Section 2. Special Meetings.

(1) Special meetings of the stockholders, other than those required by statute, may be called at any time pursuant to a resolution adopted by the Board of Directors, or upon the written request to the Secretary by one or more stockholders holding, in the aggregate, at least a majority of the voting power of the shares entitled to vote in the election of directors of the Corporation. Any such written request shall specify the time of such meeting and the general nature of the business proposed to be transacted and shall be delivered to the Secretary at the principal executive offices of the Corporation, and the Secretary shall, promptly following his or her receipt of such request, cause notice of such meeting to be given in accordance with these Bylaws to each of the stockholders entitled to vote at such meeting. The Board of Directors may postpone or reschedule any previously scheduled special meeting called by the Board of Directors.

(2) The notice of a special meeting shall include the purpose for which such meeting is called. Only such business shall be conducted at a special meeting of stockholders as shall have been specified in the notice of such special meeting (or any supplement thereto).

(3) Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected, as follows: (a) by or at the direction of the Board of Directors or by any stockholder of record of the Corporation who is entitled to vote at such meeting and delivers (while it is a Record Stockholder) a written notice to the Secretary setting forth the information required by Sections 1(4)(a) and 1(4)(c) of Article I. Nominations by stockholders of persons for election to the Board of Directors may be made at such meeting only if the Record Stockholder's notice required by the immediately preceding sentence is received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the later of the 45th day prior to such special meeting and the 10th day following the date on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall an adjournment, or postponement of a special meeting for which notice has been given, commence a new time period for the giving of a Record Stockholder's notice. A person shall not be eligible for election or reelection as a director at a special meeting of stockholders unless the person is nominated in accordance with this paragraph. Notwithstanding anything in this Section 2(3) of Article I or otherwise in these Bylaws to the contrary, this Section 2(3) of Article I shall not apply to any special meetings of the stockholders called at the request of stockholders to the extent permitted by Section 2(1) of Article I.

(4) Notwithstanding the foregoing provisions of this Section 2 of Article I, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to matters set forth in this Section 2 of Article I. Nothing in this Section 2 of Article I shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act, if the Corporation is then subject to such Rule.

Section 3. Notice of Meetings; Adjournment.

Notice of the place, date, and time of all meetings of the stockholders, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, and the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, shall be given, not less than 10 days nor more than 60 days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting, except as otherwise provided herein or required by law.

Any meeting of stockholders, whether annual or special, may be adjourned from time to time for any reason by either the chairman of the meeting, or by the vote of the holders of a majority in voting power of the shares present in person or represented by proxy and entitled to vote thereon, whether or not a quorum is present. When a meeting of stockholders is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting and the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for determining stockholders entitled to notice of the meeting) are announced at the meeting at which the adjournment is taken; *provided*, *however*, that if the date of any adjourned meeting is more than 30 days after the date for which the meeting was originally noticed, notice of the adjourned meeting shall be given to each stockholder in conformity herewith. If after the adjournment a new record date for stockholders entitled to vote at such meeting is fixed for the adjourned meeting, the Board of Directors shall fix a new record date for notice of such adjourned meeting, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and, except as otherwise required by law, shall not be less than 10 nor more than 60 days before the date of such adjourned meeting, and shall give notice of the adjourned meeting to each Record Stockholder entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

Section 4. Quorum.

At any meeting of the stockholders, the holders of a majority of the voting power of all of the shares of the stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum for all purposes, unless or except to the extent that the presence of a larger number may be required by law or by the rules of any stock exchange upon which the Corporation’s securities are listed. Where a separate vote by a class or classes or series is required, a majority of the voting power of the shares of such class or classes or series present in person or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter.

If a quorum shall not be present or represented at any meeting of the stockholders, the chairman of the meeting or the stockholders entitled to vote thereon, by a majority in voting power thereof, present in person or represented by proxy, may adjourn the meeting in the manner provided in Section 3 of Article I, until a quorum shall be present or represented. A quorum, once established, shall not be broken by the withdrawal of enough stockholders to leave less than a quorum.

Section 5. Organization.

Such person as the Board of Directors may have designated or, in the absence of such a person, the Chairman of the Board or, in his or her absence, the Chief Executive Officer of the Corporation or, in his or her absence, such person as may be chosen by the holders of a majority of the voting power of the shares entitled to vote who are present, in person or by proxy, shall call to order any meeting of the stockholders and act as chairman of the meeting. In the absence of the Secretary, the secretary of the meeting shall be such person as the chairman of the meeting appoints.

Section 6. Conduct of Business.

The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him or her in order. The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at the meeting shall be announced at the meeting.

Section 7. Proxies and Voting.

At any meeting of the stockholders, every stockholder entitled to vote may vote in person or by proxy authorized by an instrument in writing or by a transmission permitted by law filed in accordance with the procedure established for the meeting. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to this paragraph may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, *provided*, that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

The Corporation may, and to the extent required by law, shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The Corporation may designate one or more alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting may, and to the extent required by law, shall, appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. Every vote taken by ballots shall be counted by a duly appointed inspector or inspectors.

All elections of directors of the Corporation shall be determined by a plurality of the votes cast, and except as otherwise required by law or the rules of any stock exchange upon which the Corporation's securities are listed or as otherwise provided in these Bylaws or the Certificate of Incorporation of the Corporation (the "Certificate of Incorporation"), all other matters shall be determined by a majority of the votes cast affirmatively or negatively, on such matter.

Section 8. Stockholder List.

The officer who has charge of the stock ledger of the Corporation shall, at least 10 days before every meeting of stockholders, prepare and make a complete list of stockholders entitled to vote at any meeting of stockholders, *provided*, *however*, if the record date for determining the stockholders entitled to vote is less than 10 days before the meeting date, the list shall reflect the stockholders entitled to vote as of the 10th day before the meeting date, arranged in alphabetical order and showing the address of each such stockholder and the number of shares registered in his or her name. Such list shall be open to the examination of any stockholder for a period of at least 10 days prior to the meeting in the manner provided by law.

A stock list shall also be open to the examination of any stockholder during the whole time of the meeting as provided by law. This list shall presumptively determine (a) the identity of the stockholders entitled to examine such stock list and to vote at the meeting and (b) the number of shares held by each of them.

ARTICLE II - BOARD OF DIRECTORS AND GOVERNANCE

Section 1. Number, Election and Term of Directors.

Subject to the rights of the holders of any series of preferred stock of the Corporation to elect additional directors under specified circumstances and except as provided otherwise in the Certificate of Incorporation, the total authorized number of directors shall be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the Whole Board (as defined below). The directors, other than those who may be elected by the holders of any series of preferred stock under specified circumstances, shall be of one class and each director shall serve until his or her successor shall have been duly elected and qualified or, if earlier, until his or her death, resignation or removal. As used in these Bylaws, "Whole Board" shall mean, at any given time, the total number of directorships then authorized, whether or not any vacancies exist with respect to such directorships.

Section 2. Newly Created Directorships and Vacancies.

Subject to the rights of the holders of any series of preferred stock of the Corporation then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, disqualification, removal from office or other cause may be filled (a) by the stockholders at a special meeting or an annual meeting, or by the written consent of holders of a majority of the voting power of the shares entitled to vote in connection with the election of the directors of the Corporation, voting together as a single class or (b) by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director. Any director elected in accordance with this Section 2 of Article II shall hold office for the remainder of the term of the director for whom the vacancy was created or occurred and until such director's successor shall have been duly elected and qualified or, if earlier, such director's death, resignation or removal. No decrease in the authorized number of directors shall shorten the term of any incumbent director.

Section 3. Regular Meetings.

Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.

Section 4. Special Meetings.

Special meetings of the Board of Directors may be called by the Chairman of the Board or the Chief Executive Officer, or by any two or more directors and shall be held on such date and at such place and time as the person(s) calling such meeting shall fix. At least 24 hours' notice of the place, date, and time of each such special meeting shall be given to each director by whom it is not waived and such notice will be effective (i) when received if given in a writing delivered by hand or courier, (ii) when given, if by telephone or in person, or (iii) when transmitted with transmission confirmed, if sent by e-mail or by facsimile to the director's residence or usual place of business, to an email address or facsimile number, as applicable to which the director has expressly consented to receive notice. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 5. Quorum.

A majority of the Whole Board shall constitute a quorum for all purposes at any meeting of the Board of Directors (unless the Certificate of Incorporation provides for a vote on a particular matter by the Disinterested Directors (as defined in Section 6 of Article VIII), in which case a majority of the Disinterested Directors shall constitute a quorum for such matter). If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.

Section 6. Participation in Meetings by Conference Telephone.

Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such Board of Directors or committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

Section 7. Conduct of Business.

At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board of Directors may from time to time determine, and, except as otherwise expressly required by law or the Certificate of Incorporation, all matters shall be determined by the affirmative vote of a majority of the directors present at any meeting at which a quorum is present. Action may be taken by the Board of Directors without a meeting if all members thereof consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 8. Resignations and Removal of Directors.

Any director of the Corporation may resign from the Board of Directors or any committee thereof at any time, by giving notice in writing to the Chairman of the Board, if there be one, or the Chief Executive Officer or the Secretary and, in the case of a committee, to the chairman of such committee, if there be one. Such resignation shall take effect at the time therein specified or, if no time is specified, immediately; and, unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective. Except as otherwise required by applicable law and subject to the rights of the holders of any series of preferred stock of the Corporation then outstanding, directors may be removed from office with or without cause by the affirmative vote of holders of a majority of the voting power of the shares entitled to vote in connection with the election of the directors of the Corporation, voting together as a single class. Any director serving on a committee of the Board of Directors may be removed from such committee at any time by the Board of Directors.

Section 9. Compensation of Directors.

Unless otherwise restricted by the Certificate of Incorporation, the Board of Directors shall have the authority to fix the compensation of the directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or paid a stated salary or paid other compensation as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed compensation for attending committee meetings.

ARTICLE III - COMMITTEES

Section 1. Committees of the Board of Directors.

The Board of Directors may from time to time designate committees of the Board of Directors, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the Board of Directors and shall, for those committees and any others provided for herein, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternate members who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of any committee and any alternate member in his or her place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he or she or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

Section 2. Conduct of Business.

Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Adequate provision shall be made for notice to members of all meetings. The presence of at least a majority of the members of the committee shall constitute a quorum for the transaction of business. All matters shall be determined by a majority vote of the members present at any meeting at which a quorum is present. Action may be taken by any committee without a meeting if all members thereof consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of the proceedings of such committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

ARTICLE IV - OFFICERS

Section 1. Generally.

The Board of Directors, at its next meeting following each annual meeting of the stockholders, shall elect officers of the Corporation, including a Chief Executive Officer and a Secretary. The Board of Directors may also from time to time elect such other officers as it may deem proper or may delegate to any elected officer of the Corporation the power to appoint and remove any such other officers and to prescribe their respective terms of office, authorities and duties. Any Vice President may be designated Executive, Senior or Corporate, or may be given such other designation or combination of designations as the Board of Directors or the Chief Executive Officer may determine. Any two or more offices may be held by the same person. The Board may also elect or appoint a Chairman of the Board, who may or may not also be an officer of the Corporation.

Section 2. Terms of Office.

All officers of the Corporation elected by the Board of Directors shall hold office for such terms as may be determined by the Board or, except with respect to his or her own office, the Chief Executive Officer, or until their respective successors are chosen and qualified or until his or her earlier resignation or removal. Any officer may be removed from office at any time either with or without cause by affirmative vote of a majority of the members of the Board then in office, or, in the case of appointed officers, by any elected officer upon whom such power of removal shall have been conferred by the Board of Directors. A vacancy in any office because of death, resignation, removal, disqualification or otherwise shall be filled by the Board in the manner prescribed in these Bylaws for election or appointment to such office.

Section 3. Powers and Duties.

Each of the officers of the Corporation elected by the Board of Directors or appointed by an officer in accordance with these Bylaws shall have the powers and duties prescribed by law, by these Bylaws or by the Board and, in the case of appointed officers, the powers and duties prescribed by the appointing officer, and, unless otherwise prescribed by these Bylaws or by the Board of Directors or such appointing officer, shall have such further powers and duties as ordinarily pertain to that office. The Chief Executive Officer shall have authority over the general direction of the affairs of the Corporation.

Section 4. Delegation of Authority.

The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

Section 5. Action with Respect to Securities of Other Corporations.

Unless otherwise directed by the Board of Directors, the President or any officer of the Corporation authorized by the President shall have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of or with respect to any action of security holders of any other corporation or entity in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation or entity.

ARTICLE V - INFORMATION RIGHTS

Section 1. Financial Statements and Periodic Reports.

At all times when the Corporation is not obligated to file reports under Section 13 or Section 15(d) of the Exchange Act, the Corporation shall provide the following information to each holder of the Corporation's Common Stock, par value $0.01 per share (the "Common Stock" and each such holder, a "Common Stockholder"), and shall satisfy such obligation by timely posting all such information to its website and making such information accessible to the general public, or by timely and publicly filing all such information with the Securities and Exchange Commission on Form 10-K, Form 10-Q or Form 8-K, as applicable, as if the Corporation were required to file such reports under the Exchange Act:

(1) for each fiscal year of the Corporation ending on or after December 31, 2018, copies of an annual report on Form 10-K for such fiscal year, which report shall be delivered no later than ninety (90) days following the end of such fiscal year and shall include the same information and disclosures as the Corporation would be required to include in such report if it were a reporting company under the Exchange Act, including, without limitation, (a) consolidated financial statements of the Corporation and its subsidiaries as of the end of such fiscal year, which financial statements shall (i) include a comparison to the prior fiscal year results, (ii) be prepared in accordance with generally accepted accounting principles as in effect from time to time in the United States ("GAAP") and (iii) be audited by a nationally recognized accounting firm approved by the Board of Directors and accompanied by a report and opinion thereon by such accounting firm prepared in accordance with GAAP and (b) a management discussion and analysis of financial condition and results of operations with respect to such financial statements (an "MD&A");

(2) for each of the first three (3) fiscal quarters of each fiscal year of the Corporation, copies of a quarterly report on Form 10-Q for such fiscal quarter, which report shall be delivered no later than forty-five (45) days following the end of such fiscal quarter and shall include the same information and disclosures as the Corporation would be required to include in such report if it were a reporting company under the Exchange Act, including, without limitation, (a) consolidated financial statements of the Corporation and its subsidiaries as of the end of such fiscal quarter, which statements shall (i) include year-to-date results and a comparison to the corresponding period in the prior fiscal year and (ii) be prepared in accordance with GAAP, and (b) an MD&A with respect to such financial statements; provided, however, that with respect to the second fiscal quarter of 2018, such quarterly report shall be delivered no later than 60 days following the end of such quarter;

(3) from time to time after the occurrence of any event that the Corporation would be required to report on a Form 8-K if it had been a reporting company under the Exchange Act, a current report on Form 8-K containing the same information as would be required to be contained in, and within the timing required by, a Current Report on Form 8-K under the Exchange Act;

(4) a complete transcript of each quarterly conference call hosted by the Corporation pursuant to Section 2 of this Article V, which transcript shall be provided no later than two Business Days after the date of such conference call; and

(5) such additional information as is required to ensure that sufficient "current public information" with respect to the Corporation is available on the Corporation's website to satisfy the requirements of Section 4(a)(7) (as may be amended from time to time, "Section 4(a)(7)" of the Securities Act of 1933, as amended (such act, and the rules and regulations promulgated thereunder, the "Securities Act")) and Rule 144A and Rule 144(c) promulgated under the Securities Act. As used in these Bylaws, "Business Day" shall mean any day other than a Saturday, Sunday or day on which commercial banks in the State of Texas or the State of New York are authorized or required by law to close for business.

Section 2. Quarterly Conference Calls.

The Corporation shall host, and each Common Stockholder shall have access to, quarterly conference calls with senior officers of the Corporation to discuss the results of operations for the relevant reporting period, which calls shall (except as otherwise determined by the Board of Directors with respect to any particular reporting period) include a reasonable and customary question and answer session; *provided*, that such obligation with respect to quarterly conference calls shall commence in connection with the Corporation's results of operations for the three months ended June 30, 2018. Each such quarterly and annual call shall be hosted no later than thirty days after the Corporation provides the corresponding annual or quarterly financial statements to Common Stockholders in accordance with this Article V.

Section 3. Rule 144, 144A and Section 4(a)(7) Information.

With a view to making available to Common Stockholders the benefits of Section 4(a)(7), Rule 144A promulgated under the Securities Act (as may be amended from time to time, "Rule 144A") and Rule 144 promulgated under the Securities Act (as may be amended from time to time, "Rule 144") and other rules and regulations of the U.S. Securities and Exchange Commission that may at any time permit a Common Stockholder to sell shares of Common Stock to the public without registration, the Corporation shall use commercially reasonable efforts to (i) post to the Corporation's website in a timely manner all reports and other documents required, if any, to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted thereunder and (ii) make and keep publicly available all information necessary to comply with Section 4(a)(7), Rule 144A and Rule 144 with respect to resales of shares of Common Stock, to the extent required from time to time to enable Common Stockholders to sell shares of Common Stock without registration under the Securities Act within the limitation of the exemptions provided by (x) Section 4(a)(7), Rule 144A and Rule 144 or (y) any other rules or regulations now existing or hereafter adopted by the U.S. Securities and Exchange Commission. Upon the reasonable request of any Common Stockholder, the Corporation will deliver to such Common Stockholder a written statement as to whether it has complied with such information requirements, and, if not, the specific reasons for non-compliance.

ARTICLE VI - STOCK

Section 1. Certificates of Stock.

The shares of capital stock of the Corporation may be in certificated or uncertificated form at the discretion of the Board. Each holder of stock represented by certificates shall be entitled to a certificate signed by, or in the name of the Corporation by, the President or a Vice President, and by the Secretary or an Assistant Secretary, or the Treasurer or an Assistant Treasurer, certifying the number of shares owned by him or her. Any or all of the signatures on the certificate may be by facsimile. If an officer, transfer agent or registrar of the Corporation who has signed or whose facsimile signature has been placed upon a certificate is no longer serving in that capacity when the certificate is issued, it may be issued by the Corporation with the same effect as if that person were still serving in that capacity at the time of issue.

Section 2. Transfers of Stock.

Transfers of stock shall be made only upon the transfer books of the Corporation kept at an office of the Corporation or by transfer agents designated to transfer shares of the stock of the Corporation. Except where a certificate is issued in accordance with Section 4 of Article VI of these Bylaws, an outstanding certificate for the number of shares involved, if one has been issued, shall be surrendered for cancellation before a new certificate, if any, is issued therefor.

Section 3. Record Date.

In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may, except as otherwise required by law, fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be less than 10 days nor more than 60 days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided*, *however*, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the foregoing provisions of this Section 3 of Article VI at the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 4. Lost, Stolen or Destroyed Certificates.

In the event of the loss, theft or destruction of any certificate of stock, another may be issued in its place pursuant to such regulations as the Board of Directors may establish concerning proof of such loss, theft or destruction and concerning the giving of a satisfactory bond or bonds of indemnity.

Section 5. Registered Stockholders.

The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

Section 6. Additional Regulations.

The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board of Directors may establish from time to time.

ARTICLE VII - NOTICES

Section 1. Notices.

If mailed, notice to stockholders shall be deemed given when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder’s address as it appears on the records of the Corporation. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the General Corporation Law of the State of Delaware (the “DGCL”).

Section 2. Waivers.

A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance of a person at any meeting, present in person or represented by proxy, shall constitute waiver of notice except attendance for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened.

ARTICLE VIII - MISCELLANEOUS

Section 1. Facsimile Signatures.

In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

Section 2. Corporate Seal.

The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 3. Reliance upon Books, Reports and Records.

Each director, each member of any committee designated by the Board of Directors, and each officer of the Corporation shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors so designated, or by any other person as to matters which such director, committee member or officer reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 4. Fiscal Year.

The fiscal year of the Corporation shall be as fixed by the Board of Directors.

Section 5. Time Periods.

In applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

Section 6. Affiliate Transactions; Certain Definitions.

The Corporation shall not, and shall not cause or permit any of its subsidiaries to, enter into, consummate, amend, modify (including by waiver) or terminate any Affiliate Transaction or any agreement with respect thereto, unless it (a) is on Arm's Length Terms and (b) is approved by a majority of the directors who were not appointed by, are not otherwise affiliated with, the Related Party to which the Affiliate Transaction relates or any Affiliate of such Related Party (such directors, the "Disinterested Directors").

As used in these Bylaws, the following terms shall have the meanings set forth below:

"Affiliate" shall mean, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control with, such person as of the date on which, or at any time during the period for which, the determination of affiliation is being made (including any investment fund the primary investment manager or investment advisor to which is such person or its Affiliate). For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by contract or otherwise.

"Affiliate Transaction" shall mean any contract, agreement, transaction or other arrangement (whether written or unwritten) between the Corporation or any of its subsidiaries, on the one hand, and any Stockholder or any Affiliate (including any portfolio company or funds under management of such Stockholder or its Affiliates) of any stockholder of the Corporation, on the other hand; *provided*, that it shall not include any contract, agreement, transaction or other arrangement that is solely between the Corporation and/or any one or more of its wholly-owned subsidiaries.

"Arm's Length Terms" shall mean, with respect to any agreement or transaction, that the terms thereof are at least as favorable to the Corporation (or any subsidiary) as could reasonably be obtained from an independent third party (including with respect to prevailing market terms and pricing provisions).

"Majority Stockholder Approval" means, with respect to any matter, the affirmative vote or written consent of one or more stockholders then holding, in the aggregate, a majority of the voting power of all of the then-outstanding shares of capital stock entitled to vote generally in the election of directors, voting together as a single class.

"Related Party" shall mean a stockholder of the Corporation who, collectively with its Affiliates (including any controlled portfolio companies and funds under management of such stockholder or its Affiliates), holds more than ten percent (10.0%) of the voting power of all of the then-outstanding shares of capital stock entitled to vote generally in the election of directors of the Corporation.

"Supermajority Stockholder Approval" means, with respect to any matter, the affirmative vote or written consent of one or more stockholders then holding, in the aggregate, at least sixty-six and two-thirds percent (66 2/3%) of the voting power of all of the then-outstanding shares of capital stock entitled to vote generally in the election of directors, voting together as a single class.

Section 7. Actions Requiring Stockholder Approval.

(1) Notwithstanding anything to the contrary contained in these Bylaws or that a lesser percentage vote or consent may be required under the DGCL or other applicable law, until the earlier of (i) the date the Common Stock is listed on a national securities exchange in the United States (a "Listing") or (ii) the consummation of the first public offering and sale of Common Stock (other than on Forms S-4 or S-8 or their equivalent), pursuant to an effective registration statement

under the Securities Act (an "IPO"), the Corporation shall not, and shall not permit or cause any of its subsidiaries to, cause or engage in any of the following transactions or take any of the following actions, without first obtaining (in addition to authorization by the Board of Directors) Majority Stockholder Approval, and any such transaction or action shall not be authorized unless and until such approval is obtained:

(a) any merger, consolidation, recapitalization, reorganization or other similar transaction involving the Corporation or any of its material subsidiaries in which the holders of the Common Stock (or equivalent securities of any subsidiary) immediately prior to such transaction hold in the aggregate less than a majority of the outstanding voting equity securities of the surviving entity immediately after such transaction (other than pursuant to any merger, consolidation, recapitalization, reorganization or similar transactions solely between wholly-owned subsidiaries of the Corporation);

(b) any sale, lease, conveyance or other disposition of all or substantially all of the assets of the Corporation and its subsidiaries on a consolidated basis, or of any of its material subsidiaries (other than pursuant to any sale, lease, conveyance or other disposition solely between wholly-owned subsidiaries of the Corporation);

(c) the liquidation, dissolution or winding up of any material subsidiary of the Corporation, or the taking of any action that results in the liquidation, dissolution or winding up of any material subsidiary of the Corporation; or

(d) the entering into of any contract, agreement, or binding arrangement or commitment to do or engage in any of the foregoing, unless such transaction or action is conditioned on such Majority Stockholder Approval.

(2) Notwithstanding anything to the contrary contained in these Bylaws or that a lesser percentage vote or consent may be required under the DGCL or other applicable law, until the earlier of a Listing or the consummation of an IPO, the Corporation shall not, and shall not permit or cause any of its subsidiaries to, cause or engage in any of the following transactions or take any of the following actions, without first obtaining (in addition to authorization by the Board of Directors) Supermajority Stockholder Approval, and any such transaction or action shall not be authorized unless and until such approval is obtained:

(a) the liquidation, dissolution or winding up of the Corporation on a going concern basis, or the taking of any action that results in the liquidation, dissolution or winding up of the Corporation on a going concern basis; or

(b) the entering into of any contract, agreement, or binding arrangement or commitment to do or engage in any of the foregoing, unless such transaction or action is conditioned on such Supermajority Stockholder Approval.

ARTICLE IX - AMENDMENTS

In furtherance and not in limitation of the powers conferred by law, the Board of Directors is expressly authorized to adopt, amend and repeal these Bylaws pursuant to a resolution adopted by a majority of the Whole Board, subject to the power of the holders of capital stock of the

Corporation to adopt, amend or repeal these Bylaws by Majority Stockholder Approval (in addition to any approval by the holders of any particular class or series of capital stock required by law or these Bylaws or the terms of any preferred stock of the Corporation). Notwithstanding the foregoing, until the earlier of a Listing and the consummation of an IPO, none of the provisions of Article V, Sections 6 or 7 of Article VIII, or this Article IX shall be repealed or amended in any manner that is materially adverse to any stockholder, unless such repeal or amendment shall have been approved by Supermajority Stockholder Approval.

ARTICLE X - CONFLICTS WITH CERTIFICATE OF INCORPORATION

Notwithstanding anything to the contrary contained in these Bylaws, to the extent that any provision set forth herein conflicts with or is inconsistent with any provision of the Certificate of Incorporation, the provision set forth in the Certificate of Incorporation shall take precedence and shall control, to the fullest extent permitted by applicable law.

[*Remainder of page intentionally left blank*]

FORM OF

BLUE MOUNTAIN MIDSTREAM LLC

2018 OMNIBUS INCENTIVE PLAN

ARTICLE I
PURPOSE

The purpose of this Blue Mountain Midstream LLC 2018 Omnibus Incentive Plan is to enhance the profitability and value of the Company for the benefit of its unitholders by enabling the Company to offer Eligible Individuals cash and unit-based incentives in order to attract, retain and reward such individuals and strengthen the mutuality of interests between such individuals and the Company's unitholders. The Plan is effective as of the date set forth in Article XV.

ARTICLE II
DEFINITIONS

For purposes of the Plan, the following terms shall have the following meanings:

2.1 "Affiliate" means each of the following: (a) any Subsidiary; (b) any Parent; (c) any corporation, trade or business (including, without limitation, a partnership or limited liability company) which is directly or indirectly controlled 50% or more (whether by ownership of stock, units, assets or an equivalent ownership interest or voting interest) by the Company or one of its Affiliates; (d) any corporation, trade or business (including, without limitation, a partnership or limited liability company) which directly or indirectly controls 50% or more (whether by ownership of stock, units, assets or an equivalent ownership interest or voting interest) of the Company; and (e) any other entity in which the Company or any of its Affiliates has a material equity interest and which is designated as an "Affiliate" by resolution of the Committee; provided that, unless otherwise determined by the Committee, the Units subject to any Option constitute "service recipient stock" for purposes of Section 409A of the Code or otherwise do not subject the Option to Section 409A of the Code.

2.2 "Award" means any award under the Plan of any Option, Restricted Unit Award, Performance Award, Other Unit-Based Award or Other Cash-Based Award. All Awards shall be granted by, confirmed by, and subject to the terms of, a written Award Agreement executed by the Company and the Participant.

2.3 "Award Agreement" means the written or electronic agreement setting forth the terms and conditions applicable to an Award.

2.4 "Board" means the Board of Managers of the Company.

2.5 "Cause" means, unless otherwise determined by the Committee in the applicable Award Agreement, with respect to a Participant's Termination of Employment or Termination of Consultancy, the following: (a) in the case where there is no employment agreement, consulting agreement, change in control agreement or similar agreement in effect between the Company or an Affiliate and the Participant at the time of the grant of the Award (or where there is such an agreement but it does not define "cause" (or words of like import)), termination due to a Participant's: (i) conviction of, or plea of nolo contendere to, any felony or to any crime or offense causing substantial harm to any of the Company or its direct or indirect Subsidiaries (whether or not for personal gain) or involving acts of theft, fraud, embezzlement, moral turpitude or similar conduct; (ii) repeated intoxication by alcohol or drugs during the performance of his or her duties; (iii) willful and intentional misuse of any of the funds of the Company or its direct or indirect Subsidiaries; (iv) embezzlement; (v) willful and material misrepresentations or concealments on any written reports submitted to any of the Company or its direct or indirect Subsidiaries; or (vi) conduct constituting a material breach of the Company's then current Code of Business Conduct and Ethics, and any other written policy referenced therein; provided that, in each case, the Participant knew or should have known such conduct to be a breach; provided, further, that determination of whether one or more of the elements of "Cause" has been met under the Plan shall be in the reasonable discretion of (x) the Board for Eligible Employees with the title of Senior Vice President and above and (y) the Committee for all other Participants; or (b) in the case where there is an employment agreement, consulting agreement, change in control agreement or similar agreement in effect between the Company or an Affiliate and the Participant at the time of the grant of the Award that defines "cause" (or words of like import), "cause" as defined under such agreement; provided, however, that with regard to any agreement under which the definition of "cause" only applies on occurrence of a Change in Control, such definition of "cause" shall not apply until a Change in Control actually takes place and then only with regard to a termination thereafter.

2.6 "Change in Control" has the meaning set forth in Section 10.2.

2.7 "Change in Control Price" has the meaning set forth in Section 10.1.

2.8 "Code" means the Internal Revenue Code of 1986, as amended. Any reference to any section of the Code shall also be a reference to any successor provision and any Treasury Regulation and other official guidance and regulations promulgated thereunder.

2.9 "Committee" means any committee of the Board duly authorized by the Board to administer the Plan. If no committee is duly authorized by the Board to administer the Plan, the term "Committee" shall be deemed to refer to the Board for all purposes under the Plan.

2.10 "Company" means Blue Mountain Midstream LLC, a Delaware limited liability company, and its successors by operation of law.

2.11 "Consultant" means any natural person who is an advisor or consultant to the Company or its Affiliates.

2.12 "Disability" means, unless otherwise determined by the Committee in the applicable Award Agreement, with respect to a Participant's Termination, the following: (a) in the case where there is no employment agreement, consulting agreement, change in control agreement or similar agreement in effect between the Company or an Affiliate and the Participant at the time of the grant

of the Award (or where there is such an agreement but it does not define "disability" (or words of like import)), a permanent and total disability as defined in Section 22(e)(3) of the Code; or (b) in the case where there is an employment agreement, consulting agreement, change in control agreement or similar agreement in effect between the Company or an Affiliate and the Participant at the time of the grant of the Award that defines "disability" (or words of like import), "disability" as defined under such agreement. A Disability shall only be deemed to occur at the time of the determination by the Committee of the Disability. Notwithstanding the foregoing, for Awards that are subject to Section 409A of the Code, Disability shall mean that a Participant is disabled under Section 409A(a)(2)(C)(i) or (ii) of the Code.

2.13 "Effective Date" means the effective date of the Plan as defined in Article XV.

2.14 "Eligible Employees" means each employee of the Company or an Affiliate.

2.15 "Eligible Individual" means an Eligible Employee or a Consultant who is designated by the Committee in its discretion as eligible to receive Awards subject to all of the terms and the conditions set forth herein, including those set forth in Section 4.1.

2.16 "Exchange Act" means the Securities Exchange Act of 1934, as amended. Reference to a specific section of the Exchange Act or regulation thereunder shall include such section or regulation, any valid regulation or interpretation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.

2.17 "Fair Market Value" means, for purposes of the Plan, as of any date: (a) with respect to any security (including the Units) that is traded, listed or otherwise reported or quoted on a national securities exchange, the last sales price reported for such security on the applicable date on the principal national securities exchange in the United States on which it is then traded, listed or otherwise reported or quoted; or (b) (i) with respect to any security (including the Units) that is not traded, listed or otherwise reported or quoted on a national securities exchange, or (ii) with respect to any property that is not a security, the Committee shall determine in good faith the price at which the applicable security or other property would be sold by a willing buyer to a willing seller, neither acting under compulsion, taking into account the requirements of Section 409A of the Code and any other applicable laws, rules or regulations and without applying any discounts for minority interest, illiquidity or other similar factors. For purposes of the grant of any Award, the applicable date shall be the trading day immediately prior to the date on which the Award is granted. For purposes of the exercise of any Award, the applicable date shall be the date a notice of exercise is received by the Committee or, if not a day on which the applicable market is open, the next day that it is open.

2.18 "Family Member" means "family member" as defined in Section A.1.(a)(5) of the general instructions of Form S-8 of the United States Securities and Exchange Commission.

2.19 "Good Reason" means, unless otherwise determined by the Committee in the applicable Award Agreement, the following: (a) in the case where there is no employment agreement, consulting agreement, change in control agreement or similar agreement in effect between the Company or an Affiliate and the Participant at the time of the grant of the Award (or

where there is such an agreement but it does not define "good reason" (or words of like import)), the occurrence, without the Participant's written consent, of any of the following events: (i) a reduction in the Participant's base salary; (ii) any material reduction in the Participant's title, authority or responsibilities; or (iii) relocation of the Participant's primary place of employment to a location more than fifty (50) miles from (x) the Company's location, if the Participant is employed by the Company, or (y) the employing Affiliate's location, if the Participant is employed by an Affiliate (with the employing entity, the "Employer"). If Termination is by the Participant with Good Reason, the Participant will give the Participant's Employer written notice, which will identify with reasonable specificity the grounds for the Participant's resignation and provide the Participant's Employer with thirty (30) days from the day such notice is given to cure the alleged grounds for resignation contained in the notice. A Termination will not be for Good Reason if the Participant's Employer has cured the alleged grounds for resignation contained in the notice within thirty (30) days after receipt of such notice or if such notice is given by the Participant to the Participant's Employer more than thirty (30) days after the occurrence of the event that the Participant alleges is Good Reason for the Participant's Termination hereunder. In order for a Termination to be for Good Reason, the Employer must fail to remedy the alleged grounds for resignation within the cure period, and the Participant must actually terminate employment with the Employer within ninety (90) days after the expiration of the cure period; or (b) in the case where there is an employment agreement, consulting agreement, change in control agreement or similar agreement in effect between the Company or an Affiliate and the Participant at the time of the grant of the Award that defines "good reason" (or words of like import), "good reason" as defined under such agreement; provided, however, that with regard to any agreement under which the definition of "good reason" only applies on occurrence of a Change in Control, such definition of "good reason" shall not apply until a Change in Control actually takes place and then only with regard to a termination thereafter.

2.20 "LLC Agreement" means that certain Second Amended and Restated Limited Liability Company Operating Agreement of Blue Mountain Midstream LLC, dated as of the date hereof, as amended from time to time.

2.21 "Option" means any option to purchase Units granted to Eligible Individuals granted pursuant to Article VI.

2.22 "Other Cash-Based Award" means an Award granted pursuant to Section 9.3 of the Plan and payable in cash at such time or times and subject to such terms and conditions as determined by the Committee in its sole discretion.

2.23 "Other Unit-Based Award" means an Award under Article IX of the Plan that is valued in whole or in part by reference to, or is payable in or otherwise based on, Units, including, without limitation, an Award valued by reference to an Affiliate.

2.24 "Parent" means any parent corporation of the Company within the meaning of Section 424(e) of the Code.

2.25 "Participant" means an Eligible Individual to whom an Award has been granted pursuant to the Plan.

2.26 "Performance Award" means an Award granted to a Participant pursuant to Article VIII hereof contingent upon achieving certain Performance Goals.

2.27 "Performance Goals" means goals established by the Committee as contingencies for Awards to vest and/or become exercisable or distributable based on one or more performance goals including, but not limited to, those set forth in Exhibit A hereto.

2.28 "Performance Period" means the designated period during which the Performance Goals must be satisfied with respect to the Award to which the Performance Goals relate.

2.29 "Plan" means this Blue Mountain Midstream LLC 2018 Omnibus Incentive Plan, as amended from time to time.

2.30 "Proceeding" has the meaning set forth in Section 14.8.

2.31 "Registration Date" means the date on which (a) the Company sells its Units in a bona fide, firm commitment underwriting pursuant to a registration statement under the Securities Act or (b) the Units are listed for trade on a national securities exchange.

2.32 "Reorganization" has the meaning set forth in Section 4.2(b)(ii).

2.33 "Restricted Units" means an Award of Units under the Plan that is subject to restrictions under Article VII.

2.34 "Restriction Period" has the meaning set forth in Section 7.3(a) with respect to Restricted Units.

2.35 "Rule 16b-3" means Rule 16b-3 under Section 16(b) of the Exchange Act as then in effect or any successor provision.

2.36 "Section 409A of the Code" means the nonqualified deferred compensation rules under Section 409A of the Code and any applicable Treasury Regulations and other official guidance thereunder.

2.37 "Securities Act" means the Securities Act of 1933, as amended and all rules and regulations promulgated thereunder. Reference to a specific section of the Securities Act or regulation thereunder shall include such section or regulation, any valid regulation or interpretation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.

2.38 "Subsidiary" means any subsidiary corporation of the Company within the meaning of Section 424(f) of the Code.

2.39 "Termination" means a Termination of Consultancy or Termination of Employment, as applicable.

2.40 "Termination of Consultancy" means: (a) that the Consultant is no longer acting as a consultant to the Company or any of its Affiliates; or (b) when an entity (other than the Company) which is retaining a Participant as a Consultant ceases to be an Affiliate, unless the Participant otherwise is, or thereupon becomes, a Consultant to the Company or another Affiliate at the time the entity ceases to be an Affiliate. In the event that a Consultant becomes an Eligible Employee upon the termination of such Consultant's consultancy, unless otherwise determined by the Committee, in its sole discretion, no Termination of Consultancy shall be deemed to occur until such time as such Consultant is no longer a Consultant or an Eligible Employee. Notwithstanding the foregoing, the Committee may otherwise define Termination of Consultancy in the Award Agreement or, if no rights of a Participant are reduced, may otherwise define Termination of Consultancy thereafter, provided that any such change to the definition of the term "Termination of Consultancy" does not subject the applicable Award to Section 409A of the Code.

2.41 "Termination of Employment" means: (a) a termination of employment (for reasons other than a military or personal leave of absence granted by the Company) of a Participant from the Company and all of its Affiliates; or (b) when an entity (other than the Company) which is employing a Participant ceases to be an Affiliate, unless the Participant otherwise is, or thereupon becomes, employed by the Company or another Affiliate at the time the entity ceases to be an Affiliate. In the event that an Eligible Employee becomes a Consultant upon the termination of such Eligible Employee's employment, unless otherwise determined by the Committee, in its sole discretion, no Termination of Employment shall be deemed to occur until such time as such Eligible Employee is no longer an Eligible Employee or a Consultant. Notwithstanding the foregoing, the Committee may otherwise define Termination of Employment in the Award Agreement or, if no rights of a Participant are reduced, may otherwise define Termination of Employment thereafter, provided that any such change to the definition of the term "Termination of Employment" does not subject the applicable Award to Section 409A of the Code.

2.42 "Transfer" means: (a) when used as a noun, any direct or indirect transfer, sale, assignment, pledge, hypothecation, encumbrance or other disposition (including the issuance of equity in any entity), whether for value or no value and whether voluntary or involuntary (including by operation of law), and (b) when used as a verb, to directly or indirectly transfer, sell, assign, pledge, encumber, charge, hypothecate or otherwise dispose of (including the issuance of equity in any entity) whether for value or for no value and whether voluntarily or involuntarily (including by operation of law). "Transferred" and "Transferable" shall have a correlative meaning.

2.43 "Unit Reserve" has the meaning set forth in Section 4.1(a).

2.44 "Units" means the Class B Units of the Company.

ARTICLE III
ADMINISTRATION

3.1 The Committee. The Plan shall be administered and interpreted by the Committee. To the extent required by applicable law, rule or regulation, it is intended that each member of the Committee shall qualify as (a) a "non-employee director" under Rule 16b-3, and (b) an "independent director" under the rules of any national securities exchange or national securities association, as applicable. If it is later determined that one or more members of the Committee do not so qualify, actions taken by the Committee prior to such determination shall be valid despite such failure to qualify.

3.2 Grants of Awards. The Committee shall have full authority to grant, pursuant to the terms of the Plan, to Eligible Individuals: (i) Options; (ii) Restricted Units, (iii) Performance Awards; (iv) Other Unit-Based Awards; and (v) Other Cash-Based Awards. In particular, the Committee shall have the authority:

(a) to select the Eligible Individuals to whom Awards may from time to time be granted hereunder, subject, for the avoidance of doubt, to the limitations set forth in Section 4.1;

(b) to determine whether and to what extent Awards, or any combination thereof, are to be granted hereunder to one or more Eligible Individuals, subject, for the avoidance of doubt, to the limitations set forth in Section 4.1;

(c) to determine the number of Units to be covered by each Award granted hereunder;

(d) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder (including, but not limited to, the exercise or purchase price (if any), any restriction or limitation, any vesting schedule or acceleration thereof, or any forfeiture restrictions or waiver thereof, regarding any Award and the Units relating thereto, based on such factors, if any, as the Committee shall determine, in its sole discretion);

(e) to determine the amount of cash to be covered by each Award granted hereunder;

(f) to determine whether, to what extent and under what circumstances grants of Options and other Awards under the Plan are to operate on a tandem basis and/or in conjunction with or apart from other awards made by the Company outside of the Plan;

(g) to determine whether and under what circumstances an Option may be settled in cash, Units and/or Restricted Units under Section 6.3(d);

(h) to impose a “blackout” period during which Options may not be exercised;

(i) to determine whether to require a Participant, as a condition of the granting of any Award, to not sell or otherwise dispose of Units acquired pursuant to the exercise of an Award for a period of time as determined by the Committee, in its sole discretion, following the date of the acquisition of such Award;

(j) to modify, extend or renew an Award, subject to Article XII and Section 6.3(k), provided, however, that such action does not subject the Award to Section 409A of the Code without the consent of the Participant; and

(k) solely to the extent permitted by applicable law, to determine whether, to what extent and under what circumstances to provide loans (which may be on a recourse basis and shall bear interest at the rate the Committee shall provide) to Participants in order to exercise Options under the Plan.

For the sake of clarity and to the extent permitted by applicable law, the Board or the Committee may delegate to an officer of the Company the authority to make Awards hereunder.

3.3 Guidelines. Subject to Article XII hereof, the Committee shall have the authority to adopt, alter and repeal such administrative rules, guidelines and practices governing the Plan and perform all acts, including the delegation of its responsibilities (to the extent permitted by applicable law and applicable stock exchange rules), as it shall, from time to time, deem advisable; to construe and interpret the terms and provisions of the Plan and any Award issued under the Plan (and any Award Agreements relating thereto); and to otherwise supervise the administration of the Plan. The Committee may correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any agreement relating thereto in the manner and to the extent it shall deem necessary to effectuate the purpose and intent of the Plan. The Committee may adopt special guidelines and provisions for persons who are residing in or employed in, or subject to, the taxes of, any domestic or foreign jurisdictions to comply with applicable tax and securities laws of such domestic or foreign jurisdictions. Notwithstanding the foregoing, no action of the Committee under this Section 3.3 shall impair the rights of any Participant without the Participant's consent. To the extent applicable, the Plan is intended to comply with the applicable requirements of Rule 16b-3, and the Plan shall be limited, construed and interpreted in a manner so as to comply therewith.

3.4 Decisions Final. Any decision, interpretation or other action made or taken in good faith under the Plan, by or at the direction of the Company, the Board or the Committee (or any of its members), shall be final, binding and conclusive on the Company and all employees and Participants and their respective heirs, executors, administrators, successors and assigns.

3.5 Designation of Consultants/Liability.

(a) The Committee may designate employees of the Company and professional advisors to assist the Committee in the administration of the Plan and (to the extent permitted by applicable law and applicable exchange rules) may grant authority to officers to grant Awards and/or execute agreements or other documents on behalf of the Committee.

(b) The Committee may employ such legal counsel, consultants and agents as it may deem desirable for the administration of the Plan and may rely upon any opinion received from any such counsel or consultant and any computation received from any such consultant or agent. Expenses incurred by the Committee or the Board in the engagement of any such counsel, consultant or agent shall be paid by the Company. The Committee, its members and any person designated or granted authority pursuant to sub-section (a) above shall not be liable for any action or determination made in good faith with respect to the Plan. To the maximum extent permitted by applicable law, no officer or employee of the Company or its Affiliates or member or former member of the Committee or of the Board shall be liable for any action or determination made in good faith with respect to the Plan or any Award granted under it.

ARTICLE IV
UNIT LIMITATION

4.1 Units. (a) The aggregate number of Units that may be issued or used for reference purposes or with respect to which Awards may be granted under the Plan shall not exceed Units (subject to any increase or decrease pursuant to Section 4.2) (the "Unit Reserve"), all of which may be either authorized and unissued Units or Units held in or acquired for the treasury of the Company or both.

(b) If any Option or Other Unit-Based Award granted under the Plan expires, terminates or is canceled for any reason without having been exercised in full, the number of Units underlying any unexercised Award shall again be available for the purpose of Awards under the Plan. If any Restricted Units, Performance Awards or Other Unit-Based Awards denominated in Units awarded under the Plan to a Participant are forfeited for any reason, the number of forfeited Restricted Units, Performance Awards or Other Unit-Based Awards denominated in Units shall again be available for purposes of Awards under the Plan. Any Award under the Plan settled in cash shall not be counted against the foregoing maximum Unit limitations.

4.2 Changes.

(a) The existence of the Plan and the Awards granted hereunder shall not affect in any way the right or power of the Board or the unitholders of the Company to make or authorize (i) any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, (ii) any merger or consolidation of the Company or any Affiliate, (iii) any issuance of bonds, debentures, preferred or prior preference units ahead of or affecting the Units, (iv) the dissolution or liquidation of the Company or any Affiliate, (v) any sale or transfer of all or part of the assets or business of the Company or any Affiliate or (vi) any other corporate act or proceeding.

(b) Subject to the provisions of Section 10.1:

(i) If the Company at any time subdivides (by any split, recapitalization or otherwise) the outstanding Units into a greater number of Units, or combines (by reverse split, combination or otherwise) its outstanding Units into a lesser number of Units, then the respective exercise prices for outstanding Awards that provide for a Participant elected exercise and the number of Units covered by outstanding Awards shall be appropriately adjusted by the Committee to prevent dilution or enlargement of the rights granted to, or available for, Participants under the Plan.

(ii) Excepting transactions covered by Section 4.2(b)(i), if the Company effects any merger, consolidation, statutory exchange, spin-off, reorganization, sale or transfer of all or substantially all the Company's assets or business, or other corporate transaction or event in such a manner that the Company's outstanding Units are converted into the right to receive (or the holders of Units are entitled to receive in exchange therefor), either immediately or upon liquidation of the Company, securities or other property of the Company or other entity (each, a **"Reorganization"**), then, subject to the provisions of Section 10.1, (A) the aggregate number or kind of securities that thereafter may be issued under the Plan, (B) the number or kind of securities or other property (including cash) to be issued pursuant to Awards granted under the Plan (including as a result of the assumption of the Plan and the obligations hereunder by a successor entity, as applicable), or (C) the purchase price thereof, shall be appropriately adjusted by the Committee to prevent dilution or enlargement of the rights granted to, or available for, Participants under the Plan.

(iii) If there shall occur any change in the capital structure of the Company other than those covered by Section 4.2(b)(i) or 4.2(b)(ii), including by reason of any extraordinary dividend (whether cash or equity), any conversion, any adjustment, any issuance of any class of securities convertible or exercisable into, or exercisable for, any class of equity securities of the Company, then the Committee shall equitably adjust all outstanding Awards and make such other adjustments to the Plan to prevent dilution or enlargement of the rights granted to, or available for, Participants under the Plan.

(iv) Any such adjustment determined by the Committee pursuant to this Section 4.2(b) shall be final, binding and conclusive on the Company and all Participants and their respective heirs, executors, administrators, successors and permitted assigns. Any adjustment to, or assumption or substitution of, an Award under this Section 4.2(b) shall be intended to comply with the requirements of Section 409A of the Code and Treasury Regulation §1.424-1 (and any amendments thereto), to the extent applicable. Except as expressly provided in this Section 4.2 or in the applicable Award Agreement, a Participant shall have no additional rights under the Plan by reason of any transaction or event described in this Section 4.2.

(v) Fractional Units resulting from any adjustment in Awards pursuant to Section 4.2(a) or this Section 4.2(b) shall be aggregated until, and eliminated at, the time of exercise or payment by rounding-down for fractions less than one-half and rounding-up for fractions equal to or greater than one-half. No cash settlements shall be required with respect to fractional Units eliminated by rounding. Notice of any adjustment shall be given by the Committee to each Participant whose Award has been adjusted and such adjustment (whether or not such notice is given) shall be effective and binding for all purposes of the Plan.

4.3 Minimum Purchase Price. Notwithstanding any provision of the Plan to the contrary, if authorized but previously unissued Units are issued under the Plan, such Units shall not be issued for a consideration that is less than as permitted under applicable law.

ARTICLE V
ELIGIBILITY

5.1 General Eligibility. All current and prospective Eligible Individuals are eligible to be granted Awards. Eligibility for the grant of Awards and actual participation in the Plan shall be determined by the Committee in its sole discretion, subject to the terms of the Plan, including, without limitation, Section 4.1.

5.2 General Requirement. The vesting and exercise of Awards granted to a prospective Eligible Individual are conditioned upon such individual actually becoming an Eligible Employee or Consultant, respectively.

5.3 Company Repurchase Right. The Units acquired pursuant to an Award shall be subject to the repurchase rights set forth in the LLC Agreement.

ARTICLE VI
OPTIONS

6.1 General. Options may be granted alone or in addition to other Awards granted under the Plan.

6.2 Grants. The Committee shall have the authority to grant to any Eligible Individual one or more Options pursuant to an Award Agreement.

6.3 Terms of Options. Options granted under the Plan shall be subject to the following terms and conditions and shall be in such form and contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Committee shall deem desirable, including those set forth in an Award Agreement:

(a) Exercise Price. The exercise price per Unit subject to an Option shall be determined by the Committee at the time of grant, provided that the per Unit exercise price of an Option shall not be less than 100% of the Fair Market Value of the Unit at the time of grant.

(b) Option Term. The term of each Option shall be fixed by the Committee, provided that no Option shall be exercisable more than 10 years after the date the Option is granted.

(c) Exercisability. Unless otherwise provided by the Committee in accordance with the provisions of this Section 6.3, Options granted under the Plan shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Committee at the time of grant. If the Committee provides, in its discretion, that any Option is exercisable subject to certain limitations (including, without limitation, that such Option is exercisable only in installments or within certain time periods), the Committee may waive such limitations on the exercisability at any time at or after the time of grant in whole or in part (including, without limitation, waiver of the installment exercise provisions or acceleration of the time at which such Option may be exercised), based on such factors, if any, as the Committee shall determine, in its sole discretion.

(d) Method of Exercise. Subject to whatever installment exercise and waiting period provisions apply under Section 6.3(c), to the extent vested, Options may be exercised in whole or in part at any time during the Option term, by giving written notice of exercise to the Company (or to its agent specifically designated for such purpose) specifying the number of Units to be purchased (which notice may be provided in an electronic form to the extent acceptable to the Committee and the Company). Such notice shall be accompanied by payment in full of the purchase price as follows: (i) in cash or by check, bank draft or money order payable to the order of the Company; (ii) solely to the extent permitted by applicable law, if the Units are traded on a national securities exchange, and the Committee authorizes, through a procedure whereby the Participant delivers irrevocable instructions to a broker reasonably acceptable to the Committee to deliver promptly to the Company Units with an aggregate Fair Market Value equal to the purchase price; (iii) by having the Company withhold Units issuable upon exercise of the Option; or (iv) on such other terms and conditions as may be acceptable to the Committee (including, without limitation, with the consent of the Committee, by payment in full or in part in the form of Units owned by the Participant, based on the Fair Market Value of the Units on the payment date as determined by the Committee). No Units shall be issued until payment therefor, as provided herein, has been made or provided for.

(e) Non-Transferability of Options. No Option shall be Transferable by the Participant other than by will or by the laws of descent and distribution, and all Options shall be exercisable, during the Participant's lifetime, only by the Participant. Notwithstanding the foregoing, the Committee may determine, in its sole discretion, at the time of grant or thereafter that an Option that is otherwise not Transferable pursuant to this Section is Transferable to a Family Member in whole or in part and in such circumstances, and under such conditions, as specified by the Committee. An Option that is Transferred to a Family Member pursuant to the preceding sentence (i) may not be subsequently Transferred other than by will or by the laws of descent and distribution; (ii) remains subject to the terms of the Plan and the applicable Award Agreement; and (iii) may be exercised by such Family Member. Any Units acquired upon the exercise of an Option by a permissible transferee of an Option or a permissible transferee pursuant to a Transfer after the exercise of the Option shall be subject to the terms of the Plan and the applicable Award Agreement.

(f) Termination by Death or Disability. Unless otherwise determined by the Committee at the time of grant, or if no rights of the Participant are reduced, thereafter, if a Participant's Termination is by reason of death or Disability, all Options that are held by such Participant that are vested and exercisable at the time of the Participant's Termination may be exercised by the Participant (or in the case of the Participant's death, by the legal representative of the Participant's estate) at any time within a period of one (1) year from the date of such Termination, but in no event beyond the expiration of the stated term of such Options; provided, however, that, in the event of a Participant's Termination by reason of Disability, if the Participant dies within such exercise period, all unexercised Options held by such Participant shall thereafter be exercisable, to the extent to which they were exercisable at the time of death, for a period of one (1) year from the date of such death, but in no event beyond the expiration of the stated term of such Options.

(g) Involuntary Termination Without Cause. Unless otherwise determined by the Committee at the time of grant, or if no rights of the Participant are reduced, thereafter, if a Participant's Termination is by involuntary termination by the Company without Cause, all Options that are held by such Participant that are vested and exercisable at the time of the Participant's Termination may be exercised by the Participant at any time within a period of ninety (90) days from the date of such Termination, but in no event beyond the expiration of the stated term of such Options.

(h) Voluntary Resignation. Unless otherwise determined by the Committee at the time of grant, or if no rights of the Participant are reduced, thereafter, if a Participant's Termination is voluntary (other than a voluntary termination described in Section 6.3(i)(y) hereof), all Options that are held by such Participant that are vested and exercisable at the time of the Participant's Termination may be exercised by the Participant at any time within a period of thirty (30) days from the date of such Termination, but in no event beyond the expiration of the stated term of such Options.

(i) Termination for Cause. Unless otherwise determined by the Committee at the time of grant, or if no rights of the Participant are reduced, thereafter, if a Participant's Termination (A) is for Cause or (B) is a voluntary Termination (as provided in Section 6.3(h)) after the occurrence of an event that would be grounds for a Termination for Cause, all Options, whether vested or not vested, that are held by such Participant shall thereupon terminate and expire as of the date of such Termination.

(j) Unvested Options. Unless otherwise determined by the Committee at the time of grant, or if no rights of the Participant are reduced, thereafter, Options that are not vested as of the date of a Participant's Termination for any reason shall terminate and expire as of the date of such Termination.

(k) Form, Modification, Extension and Renewal of Options. Subject to the terms and conditions and within the limitations of the Plan, including those set forth in the following sentence, Options shall be evidenced by such form of agreement or grant as is approved by the Committee, and the Committee may (i) modify, extend or renew outstanding Options granted under the Plan (provided that the rights of a Participant are not reduced without such Participant's consent and provided, further, that such action does not subject the Options to Section 409A of the Code without the consent of the Participant), and (ii) accept the surrender of outstanding Options (to the extent not theretofore exercised) and authorize the granting of new Options or other Awards in substitution therefor (to the extent not theretofore exercised). Notwithstanding the foregoing, except in connection with a corporate transaction involving the Company in accordance with Section 4.2 (including, without limitation, any unit dividend, unit split, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, or exchange of Units), an outstanding Option may not be modified to reduce the exercise price thereof nor may a new Option at a lower price be substituted for a surrendered Option, unless such action is approved by the unitholders of the Company.

(l) Early Exercise. The Committee may provide that an Option include a provision whereby the Participant may elect at any time before the Participant's Termination to exercise the Option as to any part or all of the Units subject to the Option prior to the full vesting of the Option, and such Units shall be subject to the provisions of Article VII and be treated as Restricted Units, which will remain subject to the original vesting schedule applicable to the predecessor Option. Unvested Units so purchased may be subject to a repurchase option in favor of the Company or to any other restriction the Committee determines to be appropriate.

(m) Other Terms and Conditions. The Committee may include a provision in an Award Agreement providing for the automatic exercise of an Option on a cashless basis on the last day of the term of such Option if the Participant has failed to exercise the Option as of such date, with respect to which the Fair Market Value of the Units underlying the Option exceeds the exercise price of such Option on the date of expiration of such Option, subject to Section 14.4. Options may contain such other provisions, which shall not be inconsistent with any of the terms of the Plan, as the Committee shall deem appropriate. The recipient of an Option under this Article VI shall not be entitled to receive, currently or on a deferred basis, dividends or dividend equivalents in respect of the number of Units covered by the Option. The Company will evidence each Participant's ownership of Units issued upon exercise of an Option pursuant to a designated system, such as book entries by the transfer agent; if a unit certificate for such Units is issued, it will be substantially in the form set forth in Section 7.2(c).

ARTICLE VII
RESTRICTED UNITS

7.1 Awards of Restricted Units. Restricted Units may be issued either alone or in addition to other Awards granted under the Plan. The Committee shall determine the Eligible Individuals, to whom, and the time or times at which, grants of Restricted Units shall be made, the number of Units to be awarded, the price (if any) to be paid by the Participant (subject to Section 7.2), the time or times within which such Awards may be subject to forfeiture, the vesting schedule and rights to acceleration thereof, and all other terms and conditions of the Awards.

The Committee may condition the grant or vesting of Restricted Units upon the attainment of specified performance targets (including, the Performance Goals) or such other factor(s) as the Committee may determine in its sole discretion.

7.2 Awards and Certificates. If required by the Award Agreement, Eligible Individuals selected to receive Restricted Units shall not have any right with respect to such Award, unless and until such Participant has delivered a fully executed copy of the Award Agreement evidencing the Award to the Company, to the extent required by the Committee, and has otherwise complied with the applicable terms and conditions of such Award. Further, such Award shall be subject to the following conditions:

(a) Purchase Price. The purchase price of Restricted Units shall be fixed by the Committee. Subject to Section 4.3, the purchase price for the Restricted Units may be zero to the extent permitted by applicable law, and, to the extent not so permitted, such purchase price may not be less than par value.

(b) Acceptance. Awards of Restricted Units must be accepted within a period of sixty (60) days (or such shorter period as the Committee may specify at grant) after the grant date, by executing a Restricted Unit Award Agreement and by paying whatever price (if any) the Committee has designated thereunder.

(c) Legend. The Company will evidence each Participant's ownership of Restricted Units pursuant to a designated system, such as book entries by the transfer agent. If a unit certificate for such Restricted Units is issued, such certificate shall be registered in the name of such Participant, and shall, in addition to such legends required by applicable securities laws, bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Award, substantially in the following form:

> "The anticipation, alienation, attachment, sale, transfer, assignment, pledge, encumbrance or charge of the Units represented hereby are subject to the terms and conditions (including forfeiture) of the Blue Mountain Midstream LLC (the "Company") 2018 Omnibus Incentive Plan (the "Plan") and an Agreement entered into between the registered owner and the Company dated _____. Copies of such Plan and Agreement are on file at the principal office of the Company."

(d) Custody. If unit certificates are issued in respect of Units, the Committee may require that any unit certificates evidencing such Units be held in custody by the Company until the restrictions thereon shall have lapsed, and that, as a condition of any grant of Restricted Units, the Participant shall have delivered a duly signed unit power or other instruments of assignment (including a power of attorney), each endorsed in blank with a guarantee of signature if deemed necessary or appropriate by the Company, which would permit transfer to the Company of all or a portion of the Restricted Units in the event that such Award is forfeited in whole or part or otherwise transferred to the Company.

7.3 Restrictions and Conditions. The Restricted Units awarded pursuant to the Plan shall be subject to the following restrictions and conditions:

(a) Restriction Period. The Participant shall not be permitted to Transfer Restricted Units awarded under the Plan during the period or periods set by the Committee (the "Restriction Period") commencing on the date of such Award, as set forth in the Restricted Unit Award Agreement and such agreement shall set forth a vesting schedule and any event that would accelerate vesting of the Restricted Units. Within these limits, based on service, attainment of Performance Goals and/or such other factors or criteria as the Committee may determine in its sole discretion, the Committee may condition the grant or provide for the lapse of such restrictions in installments in whole or in part, or may accelerate the vesting of all or any part of any Restricted Unit Award and/or waive the deferral limitations for all or any part of any Restricted Unit Award.

(b) Rights as a Unitholder. Except as provided in Section 7.3(a) and this Section 7.3(b) or as otherwise determined by the Committee in an Award Agreement, the Participant shall have, with respect to the Restricted Units, all of the rights of a holder of Units, including, without limitation, the right to receive dividends (the payment of which may be deferred until, and conditioned upon, the expiration of the applicable Restriction Period, as determined in the Committee's sole discretion), the right to vote such Units and, subject to and conditioned upon the full vesting of Restricted Units, the right to tender such Units.

(c) Termination. Unless otherwise determined by the Committee at grant or, if no rights of the Participant are reduced, thereafter, subject to the applicable provisions of the Award Agreement and the Plan, upon a Participant's Termination for any reason during the relevant Restriction Period, all Restricted Units still subject to restrictions will be forfeited in accordance with the terms and conditions established by the Committee at grant or thereafter.

(d) Lapse of Restrictions. If and when the Restriction Period expires without a prior forfeiture of the Restricted Units, such earned Units (and to the extent ownership of such shares is evidenced by unit certificates, the unit certificates for such Units) shall be delivered to the Participant. All legends shall be removed from said certificates at the time of delivery to the Participant, except as otherwise required by applicable law or other limitations imposed by the Committee.

ARTICLE VIII
PERFORMANCE AWARDS

8.1 Performance Awards. The Committee may grant a Performance Award to a Participant payable upon the attainment of specific Performance Goals. If the Performance Award is payable in Restricted Units, such Units shall be transferable to the Participant only upon attainment of the relevant Performance Goal in accordance with Article VII. If the Performance Award is payable in cash, it may be paid upon the attainment of the relevant Performance Goals either in cash or in Restricted Units (based on the then current Fair Market Value of such Units), as determined by the Committee, in its sole and absolute discretion. Each Performance Award shall be evidenced by an Award Agreement in such form that is not inconsistent with the Plan and that the Committee may from time to time approve.

8.2 Terms and Conditions. Performance Awards awarded pursuant to this Article VIII shall be subject to the following terms and conditions:

(a) Earning of Performance Award. At the expiration of the applicable Performance Period, the Committee shall determine the extent to which the applicable Performance Goals are achieved and the percentage of each Performance Award that has been earned. Such Performance Goals may incorporate provisions for disregarding (or adjusting for) changes in account methods, corporate transactions (including, without limitation, dispositions and acquisitions) and other similar type events or circumstances.

(b) Non-Transferability. Subject to the applicable provisions of the Award Agreement and the Plan, Performance Awards may not be Transferred during the Performance Period.

(c) Dividends. To the extent determined by the Committee, Participants shall be entitled to receive an amount equal to the dividends paid on the number of Units covered by the Performance Award; provided that the Committee may, in its sole discretion, provide for either of the following at the time of grant: (i) dividends or dividend equivalents will be paid as accrued but will be subject to the same vesting terms and conditions as the underlying Performance Award; or (ii) payment of dividends or dividend equivalents shall be deferred until, and conditioned upon, settlement of the underlying Performance Award.

(d) Payment. Following the Committee's determination in accordance with Section 8.2(a), the Company shall settle Performance Awards, in such form (including, without limitation, in Units or in cash) as determined by the Committee, in an amount equal to such Participant's earned Performance Awards. Notwithstanding the foregoing, the Committee may, in its sole discretion, award an amount less than the earned Performance Awards and/or subject the payment of all or part of any Performance Award to additional vesting, forfeiture and deferral conditions as it deems appropriate.

(e) Termination. Subject to the applicable provisions of the Award Agreement and the Plan, upon a Participant's Termination for any reason during the Performance Period for a given Performance Award, the Performance Award in question will vest or be forfeited in accordance with the terms and conditions established by the Committee at grant.

(f) Accelerated Vesting. Based on service, performance and/or such other factors or criteria, if any, as the Committee may determine, the Committee may, at or after grant, accelerate the vesting of all or any part of any Performance Award.

ARTICLE IX
OTHER UNIT-BASED AND CASH-BASED AWARDS

9.1 Other Unit-Based Awards. The Committee is authorized to grant to Eligible Individuals Other Unit-Based Awards that are payable in, valued in whole or in part by reference to, or otherwise based on or related to Units, including but not limited to, Units awarded purely as a bonus and not subject to restrictions or conditions, Units in payment of the amounts due under an incentive or performance plan sponsored or maintained by the Company or an Affiliate, unit equivalents, restricted security units, and Awards valued by reference to book value of Units. Other Unit-Based Awards may be granted either alone or in addition to or in tandem with other Awards granted under the Plan.

Subject to the provisions of the Plan, the Committee shall have authority to determine the Eligible Individuals, to whom, and the time or times at which, such Awards shall be made, the number of Units to be awarded pursuant to such Awards, and all other conditions of the Awards. The Committee may also provide for the grant of Units under such Awards upon the completion of a specified Performance Period.

The Committee may condition the grant or vesting of Other Units-Based Awards upon the attainment of specified Performance Goals as the Committee may determine, in its sole discretion.

9.2 Terms and Conditions. Other Unit-Based Awards made pursuant to this Article IX shall be subject to the following terms and conditions:

(a) Non-Transferability. Subject to the applicable provisions of the Award Agreement and the Plan, Units subject to Awards made under this Article IX may not be Transferred prior to the date on which the shares are issued, or, if later, the date on which any applicable restriction, performance or deferral period lapses.

(b) Dividends; Dividend Equivalents. To the extent determined by the Committee, Participants shall be entitled to receive an amount equal to the dividends paid on the number of Units covered by Awards made under this Article IX; provided that the Committee may, in its sole discretion, provide for either of the following at the time of grant: (i) dividends or dividend equivalents will be paid as accrued but will be subject to the same vesting terms and conditions as the underlying Award; or (ii) payment of dividends or dividend equivalents shall be deferred until, and conditioned upon, settlement of the underlying Award.

(c) Vesting. Any Award under this Article IX and any Units covered by any such Award shall vest or be forfeited to the extent so provided in the Award Agreement, as determined by the Committee, in its sole discretion.

(d) Price. Units issued on a bonus basis under this Article IX may be issued for no cash consideration. Units purchased pursuant to a purchase right awarded under this Article IX shall be priced, as determined by the Committee in its sole discretion.

9.3 Other Cash-Based Awards. The Committee may from time to time grant Other Cash-Based Awards to Eligible Individuals in such amounts, on such terms and conditions, and for such consideration, including no consideration or such minimum consideration as may be required by applicable law, as it shall determine in its sole discretion. Other Cash-Based Awards may be granted subject to the satisfaction of vesting conditions or may be awarded purely as a bonus and not subject to restrictions or conditions, and if subject to vesting conditions, the Committee may accelerate the vesting of such Awards at any time in its sole discretion. The grant of an Other Cash-Based Award shall not require a segregation of any of the Company's assets for satisfaction of the Company's payment obligation thereunder.

ARTICLE X
CHANGE IN CONTROL PROVISIONS

10.1 Benefits. In the event of a Change in Control of the Company (as defined below), and except as otherwise provided by the Committee in an Award Agreement, a Participant's unvested Awards shall not vest automatically and a Participant's Awards shall be treated in accordance with one or more of the following methods as determined by the Committee:

(a) Awards, whether or not then vested, shall be continued, assumed, or have new rights substituted therefor, as determined by the Committee in a manner consistent with the requirements of Section 409A of the Code, and restrictions to which Restricted Units or any other Award granted prior to the Change in Control are subject shall not lapse upon a Change in Control and the Restricted Unit or other Award shall, where appropriate in the sole discretion of the Committee, receive the same distribution as other Units on such terms as determined by the Committee; provided that the Committee may decide to award additional Restricted Units or other Awards in lieu of any cash distribution.

(b) The Committee, in its sole discretion, may provide for the purchase of any Awards by the Company or an Affiliate for an amount of cash equal to the excess (if any) of the Change in Control Price (as defined below) of the Units covered by such Awards, over the aggregate exercise price of such Awards. For purposes hereof, "Change in Control Price" shall mean the highest price per Unit paid in respect of the transaction that constitutes a Change in Control of the Company.

(c) The Committee may, in its sole discretion, terminate all outstanding and unexercised Options or any Other Unit-Based Award that provides for a Participant elected exercise, effective as of the date of the Change in Control, by delivering notice of termination to each Participant at least twenty (20) days prior to the date of consummation of the Change in Control, in which case during the period from the date on which such notice of termination is delivered to the consummation of the Change in Control, each such Participant shall have the right to exercise in full all of such Participant's Awards that are then outstanding (without regard to any limitations on exercisability otherwise contained in the Award Agreements), but any such exercise shall be contingent on the occurrence of the Change in Control, and, provided that, if the Change in Control does not take place within a specified period after giving such notice for any reason whatsoever, the notice and exercise pursuant thereto shall be null and void.

(d) The Committee may, in its sole discretion, make any other determination as to the treatment of Awards in connection with such Change in Control as the Committee may determine. Any escrow, holdback, earnout or similar provisions in the definitive agreement(s) relating to such transaction may apply to any payment to the holders of Awards to the same extent and in the same manner as such provisions apply to the holders of Units.

Notwithstanding any other provision herein to the contrary, the Committee may, in its sole discretion, provide for accelerated vesting or lapse of restrictions, of an Award at any time.

10.2 Change in Control. Unless otherwise determined by the Committee in the applicable Award Agreement or other written agreement with a Participant approved by the Committee, a "Change in Control" shall be deemed to occur if:

(a) any "person," as such term is used in Sections 13(d) and 14(d) of the Exchange Act (other than (i) the Company, any trustee or other fiduciary holding securities under any employee benefit plan of the Company, (ii) any company owned, directly or indirectly, by the unitholders of the Company in substantially the same proportions as their ownership of units of the Company, or (iii) any company owned directly or indirectly by the direct or indirect beneficial owners (as defined in Rule 13d-3 under the Exchange Act) of at least 50% of the units of the Company), becoming the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than 75% of the combined voting power of the Company's then outstanding securities;

(b) consummation of a reorganization, merger, consolidation or other business combination (any of the foregoing, a "Business Combination") of the Company or any direct or indirect Subsidiary with any other corporation, in any case with respect to which the Company voting securities outstanding immediately prior to such Business Combination do not, immediately following such Business Combination, continue to represent (either by remaining outstanding or being converted into voting securities of the Company or any ultimate parent thereof) more than 25% of the then outstanding voting securities entitled to vote generally in the election of directors of the Company (or its successor) or any ultimate parent thereof after the Business Combination; or

(c) the consummation of a sale of all or substantially all of the assets of the Company and its Subsidiaries (on a consolidated basis) in one or a series of related transactions.

Notwithstanding the foregoing, with respect to any Award that is characterized as "nonqualified deferred compensation" within the meaning of Section 409A of the Code, an event shall not be considered to be a Change in Control under the Plan for purposes of payment of such Award unless such event is also a "change in ownership," a "change in effective control" or a "change in the ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code.

ARTICLE XI
PRE-EMPTIVE RIGHTS

11.1 This Article XI shall apply to each Participant who would qualify as an Eligible Purchaser (as defined in the LLC Agreement) if he or she held the Units underlying his or her Award (each, a "Qualifying Participant"). Prior to the Company issuing, other than through an Excluded Unit Issuance (as defined in the LLC Agreement), any units of the Company or options or other rights to acquire units of the Company, whether through exchange, conversion or otherwise, including pursuant to a commitment or subscription to acquire units of the Company over time pursuant to capital calls or otherwise (collectively, the "New Interests") to a proposed purchaser (each, a "Proposed Purchaser"), each Qualifying Participant shall have the right to purchase the number of New Interests as provided in this Article XI.

11.2 The Company shall give each Qualifying Participant at least fifteen (15) days' prior notice (the "Pre-emptive Notice") of any proposed issuance of New Interests to a Proposed Purchaser, which notice shall set forth in reasonable detail the proposed terms and conditions thereof and shall offer to each Qualifying Participant the opportunity to purchase his or her Pre-Emptive Proportionate Share (which means, with respect to any Qualifying Participant, a fraction (expressed as a percentage), (i) the numerator of which equals the aggregate number of Units underlying such Qualifying Participant's outstanding Awards (excluding any Units that have been issued to and are held by such Qualifying Participant, which are subject to, and have the preemptive rights set forth in, the LLC Agreement), and (ii) the denominator of which equals (A) the aggregate number of issued and outstanding Units held by all Eligible Purchasers and Qualifying Participants, plus (B) the aggregate number of Units underlying outstanding Awards held by all Qualifying Participants), which Pre-Emptive Proportionate Share shall be calculated as of the date of such Pre-emptive Notice, of the New Interests at the same price, on the same terms and conditions and at the same time as the New Interests are proposed to be issued by the Company. If any Qualifying Participant wishes to exercise his or her pre-emptive rights, he or she must do so by delivering an irrevocable written notice to the Company within fifteen (15) days after delivery of the Pre-emptive Notice by the Company (the "Election Period"), which notice shall state the dollar amount of New Interests such Qualifying Participant (each, a "Requesting Participant") would like to purchase up to a maximum amount equal to such Qualifying Participant's Pre-Emptive Proportionate Share of the total offering amount, plus the additional dollar amount of New Interests such Requesting Participant would like to purchase in excess of his or her Pre-Emptive Proportionate Share (the "Over-Allotment Amount"), if any, if other Qualifying Participants and Eligible Purchasers do not elect to purchase their entire respective Pre-Emptive Proportionate Shares of the New Interests. The rights of each Requesting Participant to purchase a dollar amount of New Interests in excess of each such Requesting Participant's Pre-Emptive Proportionate Share of the New Interests shall be based on the relative Pre-Emptive Proportionate Shares of the New Interests of those Requesting Participants desiring Over-Allotment Amounts.

11.3 If not all of the New Interests are subscribed for by the Eligible Purchasers and the Qualifying Participants, the Company shall have the right, but shall not be required, to issue and sell the unsubscribed portion of the New Interests to the Proposed Purchaser at any time during the ninety (90) days following the termination of the Election Period pursuant to the terms and conditions set forth in the Pre-emptive Notice. The Board may, in its reasonable discretion, impose other reasonable and customary terms and procedures, such as setting a closing date, rounding the number of units covered by this Article XI to the nearest whole unit and requiring customary closing deliveries in connection with any pre-emptive rights offering. In the event any Qualifying Participant refuses to purchase offered New Interests for which he or she subscribed pursuant to the exercise of pre-emptive rights granted to him or her under this Article XI, in addition to any other rights the Company may be permitted to enforce at law or in equity, such Qualifying Participant and any permitted transferee of such Qualifying Participant shall not be considered a Qualifying Participant for any future rights granted under this Article XI, unless the Board expressly designates such Participant as a Qualifying Participant (which the Board, in its sole discretion, may do on an offer-by-offer basis or not at all).

11.4 Notwithstanding anything to the contrary in the Plan or the LLC Agreement, with Requisite Investor Approval (as defined in the LLC Agreement), the Company may, in order to expedite the issuance of the New Interests, issue all or a portion of such New Interests to any Proposed Purchaser approved by the Board without complying with the foregoing provisions of this Article XI; provided, however, that prior to such issuance, either (i) such Proposed Purchaser agrees to offer to sell to each Qualifying Participant such Qualifying Participant's respective Pre-Emptive Proportionate Share of such New Interests (before giving effect to the issuance of New Interests pursuant to this Section 11.4) on the same terms and conditions as issued to such Proposed Purchaser (other than the date any such Qualifying Participant may acquire such New Interests) in a manner which provides each such Qualifying Participant with rights substantially similar to the rights set forth in the foregoing provisions of this Article XI, or (ii) the Company shall agree to offer to sell an amount of New Interests to each such Qualifying Participant in an amount equal to such Qualifying Participant's respective Pre-Emptive Proportionate Share of such New Interests and in a manner which otherwise provides each such Qualifying Participant with rights substantially similar to the rights set forth in Section 11.2. Any such Proposed Purchaser or the Company, as applicable, shall offer, in writing, to sell such New Interests to each Qualifying Participant within forty-five (45) calendar days of the issuance of such New Interests to such Proposed Purchaser, and each Qualifying Participant will have fifteen (15) days after delivery of such a written offer to such Qualifying Participant to deliver an irrevocable written notice to such Proposed Purchaser or the Company, as applicable, which notice shall state the amount of such New Interests that such Qualifying Participant would like to purchase up to the maximum dollar amount equal to such Qualifying Participant's Pre-Emptive Proportionate Share of the total offering amount, plus any desired Over-Allotment Amount, if other Qualifying Participants do not elect to purchase their full Pre-Emptive Proportionate Shares of the New Interests. The rights of each Proposed Purchaser to purchase Over-Allotment Amounts shall be allocated in the same manner as described in Section 11.2.

11.5 Notwithstanding anything to the contrary in the Plan or the LLC Agreement, at any time after the six (6)-month anniversary of the delivery of the Pre-emptive Notice with respect to each proposed issuance of New Interests pursuant to this Article XI, the Board, with Requisite Investor Approval, shall be entitled to waive, on behalf of each Qualifying Participant, each former Qualifying Participant and each of their respective Affiliates, successors and assigns and the members, partners, stockholders, directors, managers, officers, liquidators and employees of each of the foregoing (collectively, the "Qualifying Participant Persons"), any and all claims such Qualifying Participant Persons have, had, may have, or may have had with respect to any non-compliance with or violation of this Article XI by any "person" with respect to such proposed issuance of New Interests (whether or not any units of the Company were issued or sold pursuant to this Article XI), other than any such claim that has been made in writing and delivered to the Company prior to the expiration of such six (6)-month anniversary.

ARTICLE XII
TERMINATION OR AMENDMENT OF PLAN

Notwithstanding any other provision of the Plan, the Board may at any time, and from time to time, amend, in whole or in part, any or all of the provisions of the Plan (including any amendment deemed necessary to ensure that the Company may comply with any regulatory requirement referred to in Article XIV or Section 409A of the Code), or suspend or terminate it entirely, retroactively or

otherwise; provided, however, that the rights of a Participant, with respect to all Awards granted prior to such amendment, suspension or termination, may not be impaired in any way without the express written consent of such Participant; and provided, further, the Company shall not be permitted to amend the LLC Agreement in a manner that adversely and disproportionately affects the Units underlying Awards hereunder, without the prior written consent of the Participants in the Plan holding Awards represents a majority of the Units underlying Awards then outstanding. Notwithstanding anything herein to the contrary, the Board may amend the Plan or any Award Agreement at any time without a Participant's consent only to comply with applicable law, including Section 409A of the Code. The Committee may amend the terms of any Award theretofore granted, prospectively or retroactively, but, except as otherwise specifically provided herein, no such amendment or other action by the Committee shall impair the rights of any holder in any way without the holder's express written consent.

ARTICLE XIII
UNFUNDED STATUS OF PLAN

The Plan is intended to constitute an "unfunded" plan for incentive and deferred compensation. With respect to any payment as to which a Participant has a fixed and vested interest but which are not yet made to a Participant by the Company, nothing contained herein shall give any such Participant any right that is greater than those of a general unsecured creditor of the Company.

ARTICLE XIV
GENERAL PROVISIONS

14.1 Legend. The Committee may require each person receiving Units pursuant to an Option or other Award under the Plan to represent to and agree with the Company in writing that the Participant is acquiring the Units without a view to distribution thereof. In addition to any legend required by the Plan, the certificates for such Units (if any) may include any legend that the Committee deems appropriate to reflect any restrictions on Transfer. All certificates for Units (to the extent such Units are certificated) delivered under the Plan shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange upon which the Units are then listed or any national securities exchange system or over-the-counter market upon whose system the Units are then quoted, any applicable federal or state securities law, and any applicable corporate law, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

14.2 Other Plans. Nothing contained in the Plan shall prevent the Board from adopting other or additional compensation arrangements, subject to unitholder approval if such approval is required, and such arrangements may be either generally applicable or applicable only in specific cases.

14.3 No Right to Employment/Consultancy. Neither the Plan nor the grant of any Option or other Award hereunder shall give any Participant or other employee or Consultant any right with respect to continuance of employment or consultancy by the Company or any Affiliate, nor shall the Plan nor the grant of any Option or other Award hereunder limit in any way the right of the Company or any Affiliate by which an employee is employed or a Consultant is retained to terminate such employment or consultancy at any time.

14.4 Withholding of Taxes. As a condition to the settlement of any Award hereunder, a Participant shall be required to pay in cash, or to make other arrangements reasonably satisfactory to the Company (including, without limitation, authorizing withholding from payroll and any other amounts payable to the Participant), an amount sufficient to satisfy any federal, state, local and foreign taxes of any kind (including, but not limited to, the Participant's FICA and SDI obligations) which the Company, in its good faith discretion, deems necessary to comply with the Code and/or any other applicable law, rule or regulation with respect to the Award. Unless the tax withholding obligations of the Company are satisfied, the Company shall have no obligation to issue a certificate or book-entry transfer for such Units.

14.5 No Assignment of Benefits. No Award or other benefit payable under the Plan shall, except as otherwise specifically provided by law or permitted by the Committee, be Transferable in any manner, and any attempt to Transfer any such benefit shall be void, and any such benefit shall not in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person who shall be entitled to such benefit, nor shall it be subject to attachment or legal process for or against such person.

14.6 Listing and Other Conditions.

(a) Unless otherwise determined by the Committee, as long as the Units are listed on a national securities exchange, system sponsored by a national securities association or recognized over-the-counter market, the issuance of Units pursuant to an Award shall be conditioned upon such Units being listed on such exchange, system or market. The Company shall have no obligation to issue such Units unless and until such Units are so listed, and the right to exercise any Option or other Award with respect to such Units shall be suspended until such listing has been effected.

(b) If at any time counsel to the Company shall be of the opinion that any sale or delivery of Units pursuant to an Option or other Award is or may in the circumstances be unlawful or result in the imposition of excise taxes on the Company under the statutes, rules or regulations of any applicable jurisdiction, the Company shall have no obligation to make such sale or delivery, or to make any application or to effect or to maintain any qualification or registration under the Securities Act or otherwise, with respect to Units or Awards, and the right to exercise any Option or other Award shall be suspended until, in the opinion of said counsel, such sale or delivery shall be lawful or will not result in the imposition of excise taxes on the Company.

(c) Upon termination of any period of suspension under this Section 14.6, any Award affected by such suspension which shall not then have expired or terminated shall be reinstated as to all Units available before such suspension and as to Units which would otherwise have become available during the period of such suspension, but no such suspension shall extend the term of any Award.

(d) A Participant shall be required to supply the Company with certificates, representations and information that the Company requests and otherwise cooperate with the Company in obtaining any listing, registration, qualification, exemption, consent or approval the Company deems necessary or appropriate.

14.7 Governing Law. The Plan and actions taken in connection herewith shall be governed and construed in accordance with the laws of the State of Texas (regardless of the law that might otherwise govern under applicable Texas principles of conflict of laws).

14.8 Jurisdiction; Waiver of Jury Trial. Any suit, action or proceeding with respect to the Plan or any Award Agreement, or any judgment entered by any court of competent jurisdiction in respect of any thereof, shall be resolved only in the courts of the State of Texas or the United States District Court for the Southern District of Texas and the appellate courts having jurisdiction of appeals in such courts. In that context, and without limiting the generality of the foregoing, the Company and each Participant shall irrevocably and unconditionally (a) submit in any proceeding relating to the Plan or any Award Agreement, or for the recognition and enforcement of any judgment in respect thereof (a "Proceeding"), to the exclusive jurisdiction of the courts of the State of Texas, the court of the United States of America for the Southern District of Texas, and appellate courts having jurisdiction of appeals from any of the foregoing, and agree that Tax claims in respect of any such Proceeding shall be heard and determined in such Texas State court or, to the extent permitted by law, in such federal court, (b) consent that any such Proceeding may and shall be brought in such courts and waives any objection that the Company and each Participant may now or thereafter have to the venue or jurisdiction of any such Proceeding in any such court or that such Proceeding was brought in an inconvenient court and agree not to plead or claim the same, (c) waive all right to trial by jury in any Proceeding (whether based on contract, tort or otherwise) arising out of or relating to the Plan or any Award Agreement, (d) agree that service of process in any such Proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party, in the case of a Participant, at the Participant's address shown in the books and records of the Company or, in the case of the Company, at the Company's principal offices, attention General Counsel, and (e) agree that nothing in the Plan shall affect the right to effect service of process in any other manner permitted by the laws of the State of Texas.

14.9 Construction. Wherever any words are used in the Plan or an Award Agreement in the masculine gender they shall be construed as though they were also used in the feminine gender in all cases where they would so apply, and wherever words are used herein in the singular form they shall be construed as though they were also used in the plural form in all cases where they would so apply.

14.10 Other Benefits. No Award granted or paid out under the Plan shall be deemed compensation for purposes of computing benefits under any retirement plan of the Company or its Affiliates nor affect any benefit under any other benefit plan now or subsequently in effect under which the availability or amount of benefits is related to the level of compensation.

14.11 Costs. The Company shall bear all expenses associated with administering the Plan, including expenses of issuing Units pursuant to Awards hereunder.

14.12 No Right to Same Benefits. The provisions of Awards need not be the same with respect to each Participant, and such Awards to individual Participants need not be the same in subsequent years.

14.13 Death/Disability. The Committee may in its discretion require the transferee of a Participant to supply it with written notice of the Participant's death or Disability and to supply it with a copy of the will (in the case of the Participant's death) or such other evidence as the Committee deems necessary to establish the validity of the transfer of an Award. The Committee may also require that the agreement of the transferee to be bound by all of the terms and conditions of the Plan and the applicable Award Agreement.

14.14 Section 16(b) of the Exchange Act. All elections and transactions under the Plan by persons subject to Section 16 of the Exchange Act involving Units are intended to comply with any applicable exemptive condition under Rule 16b-3. The Committee may establish and adopt written administrative guidelines, designed to facilitate compliance with Section 16(b) of the Exchange Act, as it may deem necessary or proper for the administration and operation of the Plan and the transaction of business thereunder.

14.15 Section 409A of the Code. The Plan is intended to comply with the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent. To the extent that any Award is subject to Section 409A of the Code, it shall be paid in a manner that will comply with Section 409A of the Code, including proposed, temporary or final regulations or any other guidance issued by the Secretary of the Treasury and the Internal Revenue Service with respect thereto. Notwithstanding anything herein to the contrary, any provision in the Plan that is inconsistent with Section 409A of the Code shall be deemed to be amended to comply with Section 409A of the Code and to the extent such provision cannot be amended to comply therewith, such provision shall be null and void. The Company shall have no liability to a Participant, or any other party, if an Award that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Committee or the Company and, in the event that any amount or benefit under the Plan becomes subject to penalties under Section 409A of the Code, responsibility for payment of such penalties shall rest solely with the affected Participants and not with the Company. Notwithstanding any contrary provision in the Plan or Award Agreement, any payment(s) of "nonqualified deferred compensation" (within the meaning of Section 409A of the Code) that are otherwise required to be made under the Plan to a "specified employee" (as defined under Section 409A of the Code) as a result of such employee's separation from service (other than a payment that is not subject to Section 409A of the Code) shall be delayed for the first six (6) months following such separation from service (or, if earlier, the date of death of the specified employee) and shall instead be paid (in a manner set forth in the Award Agreement) upon expiration of such delay period.

14.16 Successors and Assigns. The Plan and any applicable Award Agreement(s) shall be binding on all successors and permitted assigns of a Participant, including, without limitation, the estate of such Participant and the executor, administrator or trustee of such estate.

14.17 Severability of Provisions. If any provision of the Plan or any Award Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Plan and/or Award Agreement shall be construed and enforced as if such provisions had not been included.

14.18 Payments to Minors, Etc. Any benefit payable to or for the benefit of a minor, an incompetent person or other person incapable of receipt thereof shall be deemed paid when paid to such person's guardian or to the party providing or reasonably appearing to provide for the care of such person, and such payment shall fully discharge the Committee, the Board, the Company, its Affiliates and their officers, directors/managers, employees, agents and representatives with respect thereto.

14.19 Headings and Captions. The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

14.20 Company Recoupment of Awards. A Participant's rights with respect to any Award hereunder shall in all events be subject to any right or obligation that the Company may have regarding the clawback of "incentive-based compensation" under Section 10D of the Exchange Act and any applicable rules and regulations promulgated thereunder from time to time by the U.S. Securities and Exchange Commission.

ARTICLE XV
EFFECTIVE DATE OF PLAN

The Plan shall become effective upon its adoption by the Board.

ARTICLE XVI
TERM OF PLAN

No Award shall be granted pursuant to the Plan on or after the tenth anniversary of the earlier of the date that the Plan is adopted or the date of unitholder approval, but Awards granted prior to such tenth anniversary may extend beyond that date.

ARTICLE XVII
NAME OF PLAN

The Plan shall be known as the "Blue Mountain Midstream LLC 2018 Omnibus Incentive Plan."

EXHIBIT A

PERFORMANCE GOALS

Performance goals may be based on the attainment of certain target levels of, or a specified increase or decrease (as applicable) in one or more of the following:

- Non-GAAP performance measures included in any of the Company's SEC filings;
- Line items on the Company's income statement, including but not limited to net interest income, total other income, total costs and expenses, income before taxes, net income and/or earnings per share;
- Line items on the Company's balance sheet, including but not limited to debt or other similar financial obligations of the Company, which may be calculated net of cash balances and/or other offsets and adjustments as may be established by the Committee in its sole discretion;
- Line items on the Company's statement of cash flows, including but not limited to net cash provided in (used by) operating activities, investing activities, and/or financing activities;
- Market share;
- Operational metrics, including but not limited to generation performance, customer churn, residential ending customer count, customer satisfaction, average days sales outstanding, energizing events issues/success, customer complaints/success, systems availability and downtime, contribution margin, and safety and environmental improvements;
- Financial ratios, including but not limited to operating margin, return on equity, return on assets, and/or return on invested capital; or
- Total shareholder return, the fair market value of a Unit, or the growth in value of an investment in the Units assuming the reinvestment of dividends.

The Committee may, in its sole discretion, also exclude, or adjust to reflect, the impact of an event or occurrence that the Committee determines should be appropriately excluded or adjusted, including:

(a) restructurings, discontinued operations, extraordinary items or events, and other unusual or non-recurring charges;

(b) an event either not directly related to the operations of the Company or not within the reasonable control of the Company's management;

(c) a change in tax law or accounting standards required by generally accepted accounting principles; or

(d) a decision to accelerate or defer capital expenditures or expenses contrary to the timing reflected in the Company's annual financial plan.

Performance goals may also be based upon individual participant performance goals, as determined by the Committee, in its sole discretion. In addition, Awards may be based on the performance goals set forth herein or on such other performance goals as determined by the Committee in its sole discretion or without regard to any performance goals.

In addition, such performance goals may be based upon the attainment of specified levels of Company (or subsidiary, division, other operational unit, administrative department or product category of the Company) performance under one or more of the measures described above relative to the performance of one or more other companies or one or more groups of companies (e.g., an index). The Committee may also:

(a) designate additional business criteria on which the performance goals may be based; or

(b) adjust, modify or amend the aforementioned business criteria.

Exhibit 10.7

TRANSITION SERVICES AND SEPARATION AGREEMENT

THIS TRANSITION SERVICES AND SEPARATION AGREEMENT (this "**Agreement**"), dated February 28, 2017, is made by and between Linn Operating, Inc., a Delaware corporation ("**LOI**"), Linn Midstream, LLC, a Delaware limited liability company ("**LM**"), Linn Energy, LLC, a Delaware limited liability company ("**Linn Energy**"), LinnCo, LLC, a Delaware limited liability company ("**LC**"), Linn Energy Finance Corp., a Delaware corporation ("**LEF**"), Linn Energy Holdings, LLC, a Delaware limited liability company ("**LEH**"), Linn Exploration & Production Michigan LLC, a Delaware limited liability company ("**LE&PM**"), Linn Exploration Midcontinent, LLC, a Delaware limited liability company ("**LEM**"), Linn Midwest Energy LLC, a Delaware limited liability company ("**LME**"), Mid-Continent I, LLC, a Delaware limited liability company ("**MC-I**"), Mid-Continent II, LLC, a Delaware limited liability company ("**MC-II**"), Mid-Continent Holdings I, LLC, a Delaware limited liability company ("**MCH-I**"), Mid-Continent Holdings II, LLC, a Delaware limited liability company ("**MCH-II**") (LOI, LM, Linn Energy, LC, LEF, LEH, LE&PM, LEM, LME, MC-I, MC-II, MCH-I and MCH-II are referred to in this Agreement collectively as "**LINN**"; provided, however, that with respect to particular uses of the term in this Agreement, "LINN" shall mean each, any or all of LOI, LM, Linn Energy, LC, LEF, LEH, LE&PM, LEM, LME, MC-I, MC-II, MCH-I and MCH-II as applicable to the context of such use), and Berry Petroleum Company, LLC, a Delaware limited liability company ("**Berry**"). Each of LINN and Berry is referred to in this Agreement individually as a "**Party**," and LINN and Berry are referred to in this Agreement collectively as the "**Parties**." Capitalized terms used in this Agreement shall have the respective meanings set forth in Exhibit A.

Recitals

WHEREAS, Berry is engaged in the business of onshore oil and natural gas exploration, development, and production in the United States and owns various oil and gas properties and associated assets;

WHEREAS, on December 16, 2013, Berry completed the transactions contemplated by the merger agreement between Linn Energy, LC, and Berry pursuant to which LC acquired all of the outstanding common shares of Berry and Berry became an indirect wholly owned subsidiary of Linn Energy;

WHEREAS, all employees of Berry that were retained after completion of such transactions became employees of LOI and, along with other LINN personnel, have provided administrative, management, operating, and other services and support to Berry in accordance with an agency agreement and power of attorney;

WHEREAS, in connection with the provision of such services and support, various assets, contracts, permits, records, funds, and other rights and interests attributable or relating to Berry's business were acquired or have been held by or in the name of LOI, and various gathering, processing, sales and similar midstream and marketing contracts related to Hydrocarbons owned by Berry have been entered into by LOI or LM;

WHEREAS, on May 11, 2016, Linn Energy and its subsidiaries (including Berry) filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas;

WHEREAS, on July 11, 2016, Berry filed a Statement of Assets and Liabilities and Schedule of Financial Affairs reflecting all of the real and personal property and other assets and interests owned by Berry as of May 11, 2016 (the "**Berry Statement of Assets and Liabilities**");

WHEREAS, an Amended Joint Chapter 11 Plan of Reorganization of Linn Acquisition Company, LLC and Berry Petroleum Company, LLC (as amended, supplemented, or otherwise modified, the "**Berry Consensual Plan**") was filed on December 21, 2016, and an Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and its Debtor Affiliates Other Than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC (as amended, supplemented, or otherwise modified, the "**LINN Consensual Plan**") was filed on December 21, 2016; and

WHEREAS, the Parties are entering into this Agreement in accordance with the Berry Consensual Plan and the LINN Consensual Plan in order to set forth the terms and conditions pursuant to which (i) LINN will continue to provide, or cause to be provided, administrative, management, operating, and other services and support to Berry during a transitional period following the Effective Date and (ii) LINN and Berry will separate their previously combined enterprise and transfer all Berry Related Assets (and any other Berry Assets held in the name of LINN) to Berry under the terms and conditions specified herein.

NOW, THEREFORE, in consideration of the premises set forth in the recitals above and the covenants set forth herein and the benefits to be derived hereunder, the Parties agree as follows.

Agreement

1. Transition Services. LINN shall provide, or cause to be provided, to Berry the services described in this Article 1 and Exhibit B (collectively, the "**Services**") during the Transition Period, and, with respect to the portion of the Services described in Sections 1.8, 1.11, 1.13, 1.14, 1.16 and 1.17 during the Accounting Period. Subject to Section 2.1, the Services shall be substantially the same as, and at the same level and manner as, those that have been provided with respect to the Berry Assets during the three month period immediately preceding the Effective Date (the "**Reference Period**"), and in addition shall include the provision of certain historical operating and financial data as provided herein. For the avoidance of doubt, LINN shall have the right to perform particular portions of the Services through (i) one or more of the LINN entities or (ii) to the extent previously performed by one or more Third Parties, such Third Party or Third Parties (or any other Third Parties determined by LINN to be reasonably equivalent; provided, however, that, if such other Third Parties are to perform material Third Party activities (such as drilling contractors), then such other Third Parties must be approved by Berry in advance for such portion of the Services); provided, however, that no such performance by a LINN entity or a Third Party of a portion of the Services shall

relieve LINN collectively from any liability under this Agreement with respect to such portion of the Services; provided, further, that if Berry does not approve a Third Party's provision of Services and such failure causes LINN to be unable to provide the Services on a commercially reasonable basis, LINN will be excused from performing such Services or portion thereof without penalty until an acceptable provider is approved by Berry.

1.1 Operator Services. LINN shall continue to be the operator of record for the Operated Berry Properties during the Transition Period of this Agreement. During the Transition Period, LINN shall (i) continue to perform, on Berry's behalf, Berry's duties as operator of the Operated Berry Properties and (ii) provide such additional operations services with respect to the Operated Berry Properties that are described in Section 1.1 of Exhibit B. For the avoidance of doubt, LINN's obligations under this Agreement relative to accounting and disbursement of production are limited to the production of Hydrocarbons prior to the end of the Transition Period, as further described in Sections 1.1, 1.6, and 1.11 of Exhibit B.

1.2 Non-Operator Services. During the Transition Period, LINN shall perform the administrative and management services with respect to the Non-Operated Berry Properties that are described in Section 1.2 of Exhibit B. LINN shall promptly provide Berry with customary details, and obtain prior written consent from Berry, for any authorizations for expenditure ("**AFE**") or other proposals submitted to LINN from any Third Party operator of the Non-Operated Berry Properties (in each case, to the extent any of the foregoing are provided by such Third Party operator), it being understood that LINN will request additional detail or information regarding such AFE or other proposal on behalf of Berry if requested by Berry. If Berry fails to respond in writing 24 hours in advance of the deadline provided by a Third Party or under the applicable contract with respect to such AFE or other proposal, then LINN may respond in the ordinary course of business using its business judgment to determine the response that, in LINN's reasonable belief based on the information available to LINN, would be in the best interest of Berry; provided, however, that LINN shall not owe, and nothing herein shall be deemed to impose, any fiduciary duties in favor of Berry. LINN shall promptly forward to Berry any AFE related to the Berry Properties that LINN receives subsequent to the end of the Transition Period.

1.3 Permits. LINN shall use reasonable best efforts to maintain all Berry Permits as described in Section 1.3 of Exhibit B during the Transition Period. With respect to the Berry Permits that are held in the name of LINN and are transferable or assignable, LINN shall transfer or assign such Berry Permits to Berry on or before the end of the Transition Period, as appropriate, and Berry shall accept such transfer or assignment if required under Applicable Law; provided, however, that any costs or expenses associated with such transfer or assignment shall be the sole responsibility of, and paid entirely by, Berry in accordance with and subject to the terms and conditions of Section 5.2(A). LINN shall have no obligation to secure the required bonding, insurance, registration, or approvals to do business in a

particular state or area on behalf of Berry to allow for such a Berry Permit transfer, and shall not be responsible to the extent it is not reasonably practicable to transfer or assign any Berry Permit to Berry at the end of the Transition Period or at all.

1.4 Transportation and Marketing. LINN shall provide, or cause to be provided, (i) midstream services, (ii) transportation and marketing services, (iii) gas control services, and (iv) other similar services to sell the Hydrocarbons produced from the Operated Berry Properties prior to the end of the Transition Period, as further described in Section 1.4 of Exhibit B. LINN shall maintain and administer the Berry Contracts and other contractual arrangements to sell the Hydrocarbons produced from the Berry Properties in its ordinary course of business through the end of the Transition Period. Subject to and in accordance with Section 2.10, LINN may negotiate new or replacement Berry contracts related to and as part of the Services described in this Section 1.4 on month-to-month terms; provided, however, that LINN will not provide any legal services related to such negotiation and any such contract will ultimately be executed by an authorized Berry officer or other authorized representative of Berry on behalf of Berry.

1.5 Well Maintenance. With respect to the Berry Wells included in the Operated Berry Properties, during the Transition Period, LINN shall provide supervision for remedial operations and well service operations, and establish and maintain well files, as further described in Section 1.5 of Exhibit B.

1.6 Payment Services. Subject to Article 5, during the Transition Period, LINN shall make payments associated with the ownership, operation, use, or maintenance of the Berry Properties as further described in Section 1.6 of Exhibit B; provided, however, that in no event will LINN be required to expend funds and other resources beyond levels projected in Berry's 2017 capital budget as of January 1, 2017.

1.7 Lease and Land Administration. During the Transition Period, LINN shall provide land, land administration, lease, and title services with respect to the Berry Properties, including those Services described in Section 1.7 of Exhibit B. For the avoidance of doubt, during the Transition Period, LINN shall provide assistance preparing any land attachment required for a mortgage filing, but the preparation of mortgages and filing of mortgages and related documents will be Berry's responsibility.

1.8 Regulatory Affairs. During the Accounting Period, but only with respect to the Hydrocarbons produced from and activities related to the Berry Properties prior to the end of the Transition Period, LINN shall provide the Services described in Section 1.8 of Exhibit B relating to regulatory requirements applicable to the Berry Properties. For the avoidance of doubt, LINN shall have no obligation to make regulatory filings required to qualify Berry as the operator of any of the Berry Properties, and such obligation shall be handled entirely by Berry prior to the end of the Transition Period. Notwithstanding anything to the contrary

contained herein, LINN shall have no responsibility for any information provided by Berry to LINN that may be included in any regulatory filing or undertaking, nor shall it be responsible to the extent of any investigation, inquiry or action taken by any Governmental Authority in relation to the Services, except to the extent resulting from or related to the gross negligence or willful misconduct of LINN.

1.9 Plugging and Abandonment. As described in Section 1.9 of Exhibit B, LINN (i) shall obtain necessary non-operating working interest owner approval and regulatory permits to abandon any Berry Wells included in the Operated Berry Properties when required under Applicable Law to be abandoned during the Transition Period, (ii) shall provide supervision for abandonment operations of such Berry Wells during the Transition Period, and (iii) shall file all necessary abandonment reports after completion of such operations. For the avoidance of doubt, all proposed abandonments must be approved by Berry prior to permitting or commencement of actual abandonment operations unless such abandonments are described in Schedule 9.

1.10 Environmental Compliance. If LINN discovers that any of the Berry Properties are not in compliance in all material respects with environmental, health, or safety laws, rules, or regulations during the Transition Period, then LINN shall notify Berry of such non-compliance, as described in Section 1.10 of Exhibit B. If such condition exists on an Operated Berry Property and either represents imminent danger or is required under Applicable Law to be remediated immediately, then LINN shall, unless otherwise instructed by Berry, remediate such condition at Berry's sole cost and expense, subject to the indemnity obligations described in this Agreement. Nothing in this Agreement shall obligate LINN to undertake a review, audit, or other query relating to environmental, health, or safety laws, rules, or regulations applicable to any of the Berry Properties except to the extent set out in Section 1.10 of Exhibit B.

1.11 Bookkeeping; Finance and Treasury; Accounting. During the Accounting Period, but only with respect to the Hydrocarbons produced from and activities related to the Berry Properties prior to the end of the Transition Period, LINN shall provide services for the bookkeeping, finance and treasury, and accounting functions as further described in Section 1.11 of Exhibit B. LINN shall perform services for revenue, joint interest accounting, production, and regulatory reporting functions attributable to the Berry Properties, and shall provide a statement with respect to each month (the "**Monthly Statement**") reflecting the same no later than the 15th day following such month. Except as otherwise provided herein, LINN's obligations under this Agreement relative to accounting and disbursement of production are limited to the Hydrocarbons produced from and activities related to the Berry Properties prior to the end of the Transition Period.

1.12 Real Estate; Facilities. During the Transition Period, LINN shall manage all Berry Facilities and the Hill Field Offices in connection with the operation of the Berry Properties (or as otherwise related to the Services), as further described in

Section 1.12 of Exhibit B. For the avoidance of doubt, LINN shall not secure new facilities or negotiate new facility leases on behalf of Berry without the prior written agreement of the Parties.

1.13 Information Technology Systems.

(A) General. To the extent LINN's information technology systems in existence as of the Effective Date and contracts with respect to such systems permit without incremental fees or other amounts payable by LINN (or with incremental fees or other amounts payable by LINN that are approved in advance by Berry as Reimbursement Expenses), LINN shall provide the information technology services described in Section 1.13(A) Part One of Exhibit B during the Transition Period and Section 1.13(A) Part Two of Exhibit B during the Accounting Period. During the Transition Period, LINN will provide reasonable assistance to Berry in (i) identifying software licenses and IT service agreements used in connection with or attributable to the Berry Properties and (ii) determining whether such licenses or agreements are transferable or assignable; provided, however, that LINN shall not be required to negotiate or enter into new software licenses or new IT services agreements on behalf of Berry without the Parties' prior written agreement (and at Berry's sole cost and expense in accordance with and subject to the terms and conditions of Section 5.2(A)), and LINN shall not be required to maintain any license that would only be used in providing the Services if any such license is required to be renewed during the Transition Period and cannot be cancelled or terminated, without penalty or without reimbursement of any license fee related to an unused period lasting longer than three months after the end of the Transition Period. Berry may designate one or more LINN employees in the Bakersfield office to negotiate (subject to and in accordance with Section 2.10) assignments of existing Berry Software and new or replacement Berry software license agreements on Berry's behalf; provided, however, that LINN will not provide any legal services related to such negotiation and any such contract will ultimately be executed by an authorized Berry officer or other authorized representative of Berry on behalf of Berry.

(B) Mirrored Licenses. Subject to the confirmation that Berry is in the process of obtaining and will obtain prior to the end of the Transition Period (whether by transfer or new license) the licenses described on Exhibit E (the "**Mirrored Licenses**"), LINN shall provide the Services described in Section 1.13(B) of Exhibit B during the Transition Period.

(C) Separation Period. To the extent LINN's information technology systems in existence as of the Effective Date and contracts therefor permit without incremental fees or other amounts payable by LINN (or with incremental fees or other amounts payable by LINN that are approved in advance by Berry as Reimbursement Expenses), during the Separation Period, LINN

shall provide continued use of its telephonic and networking systems, which may be modified to restrict access to LINN's network. During the Separation Period, Berry and LINN shall cooperate to allow (i) Berry to replace all network and telephonic systems related to the Berry Assets and (ii) the rerouting of networks connected to LINN's retained hardware and also connected to Transferred Hardware, in each case, at Berry's sole cost and expense in accordance with and subject to the terms and conditions of Section 5.2(A).

(D) Existing IT Systems and Services. For the avoidance of doubt, LINN's services will not extend to creating the design, configuration or creation of separate IT systems for Berry. Notwithstanding the language in Section 1, LINN may alter existing trust relationships between domains and servers to enable provision of the Services and, with the agreement of Berry or LINN employees designated by Berry within the Bakersfield office, may alter the manner of providing the Services described in this Section 1.13 from those provided during the Reference Period as needed to complete the transition and separation of Berry Assets as by this Agreement.

1.14 Tax. As described in Section 1.14 of Exhibit B, LINN shall assist with, and maintain proper documentation for, the collection and remittance of federal, state, and local sales, use, and ad valorem taxes to the extent related to the Berry Assets during the Accounting Period, but only with respect to the Hydrocarbons produced from and activities related to the Berry Properties prior to the end of the Transition Period. In addition, LINN shall prepare and distribute 1099 forms for owners for all activity for the time period LINN is responsible for the related distributions and disbursements, and Berry shall be responsible for 1099 forms for owners for all activity effective with Berry's assumption of administrative responsibilities of the related distributions and disbursements. Berry will prepare and file any corporate income tax filings due for Berry, even if due during the Term.

1.15 Corporate Contracts. As described in Section 1.15 of Exhibit B, during the Transition Period, LINN shall perform, administer, and maintain the Berry Contracts and other contractual arrangements existing as of the Effective Date with respect to the Berry Assets (or as otherwise related to the Services). LINN will not enter into new contracts on behalf of Berry without the prior written agreement of the Parties, other than as described in Section 3.2; provided, however, that LINN may negotiate marketing agreements on behalf of Berry on a month-to-month term during the Transition Period in its ordinary course of business pursuant to and in accordance with Section 1.4 and software license agreements pursuant to and in accordance with Section 1.13(A).

1.16 Records Retention. As described in Section 1.16 of Exhibit B and to the extent related to the Berry Assets or the Services, during the Accounting Period, LINN shall provide assistance in the storage and retrieval of the Berry Records and other documentation and backup information and the provision of certain historical

operating and financial data as requested by Berry. Berry shall be responsible for all costs and expenses associated with such storage and retrieval (including incremental costs and expenses incurred by LINN in providing assistance in accordance with this Section 1.16) in accordance with and subject to the terms and conditions of Section 5.2(A).

1.17 Assistance with Transitioning the Services. During the Separation Period, LINN shall provide assistance with transitioning the performance of the Services from LINN to Berry as further described in Section 1.17 of Exhibit B; provided, however, that in no event shall LINN be required to perform any custom formatting with respect to any data or information utilized and to be provided by LINN in connection with this Agreement.

1.18 HR; Employee Benefits; Payroll. LINN shall continue to perform administration and management of human resources, employee benefits programs, and payroll services for LINN's employees and independent contractors, including the Services described in Section 1.18 of Exhibit B. For the avoidance of doubt, LINN will not put into place new benefit plans for Berry or perform any human resources or payroll services for Berry in its capacity as a direct employer.

1.19 Registration Statement. LINN shall continue to cooperate with and provide commercially reasonable assistance to Berry in connection with the preparation and filing with the United States Securities and Exchange Commission of a Form S-1 Registration Statement under the Securities Act of 1933 with respect to the preferred and common stock or limited liability company units in Berry's holding company (as formed on or before the Effective Date) or any Form 10-K or 10-Q under the Securities Act of 1933 required to be filed with the United States Securities and Exchange Commission during the Transition Period; provided, however, that LINN will not provide any representation letters; provided, further, that LINN disclaims any and all representations or warranties as to the accuracy of the data set forth in such S-1 Registration Statement, Form 10-K and/or Form 10-Q, and Berry hereby agrees to release and fully, indemnify, defend and hold harmless the LINN Indemnified Parties from and against any Claims related thereto or arising therefrom except any such Claims related to or arising from the gross negligence or willful misconduct of LINN.

1.20 Additional Services. From time to time during the Term, Berry may request that LINN provide particular services required by Berry in addition to the Services. LINN shall provide such additional services to Berry if and to the extent that LINN is reasonably capable of providing such additional services and the Parties agree upon the service fee to be paid by Berry for such additional services.

1.21 Excluded Services. For the avoidance of doubt, LINN will not be obligated to procure insurance or obtain bonds on behalf of Berry or to provide legal services to Berry (as opposed to providing internal legal support within LINN in connection with LINN's performance of the Services).

2. General.

2.1 Standard of Performance; Disclaimer of Warranties. LINN shall conduct its activities under this Agreement in respect of the Services in a manner consistent with the ordinary course performance of such activities during the Reference Period, and otherwise LINN shall perform the Services for the benefit of Berry in a manner substantially consistent with the manner, quality, and timing in which LINN performs the same activities for LINN's own benefit; provided, however, that notwithstanding anything in this Agreement to the contrary LINN shall perform its obligations under this Agreement (i) in a good and workmanlike manner, (ii) as a reasonable and prudent operator, and (iii) in accordance with Applicable Law. EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, LINN HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SERVICES OR LINN'S PERFORMANCE OF THE SERVICES, INCLUDING DISCLAIMING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.2 Notice of Accidents. LINN shall promptly provide Berry notice of any material accidents or emergencies that occur with respect to the Services or the Berry Assets.

2.3 Personnel and Access.

(A) Personnel. LINN shall provide personnel to staff and perform the Services, which may be accomplished to the extent necessary by (i) employees of LINN or Third Party contractors (subject to paragraph (A) of Section 5.2). All personnel engaged or directed by LINN to perform LINN's obligations under this Agreement shall be duly qualified, licensed, trained, and experienced to perform such obligations. LINN shall at all times require such personnel to comply with Applicable Law in the same manner as a reasonable and prudent operator. Notwithstanding anything to the contrary contained herein, in no event shall LINN be required to maintain the employment of, or any contractual relationship with, any particular individual or group, or to make available to Berry any particular individual or any individual at any particular time. Berry acknowledges the transitional nature of the Services and agrees that LINN may make changes from time-to-time in the personnel performing the Services if LINN is making similar changes in performing similar services for itself.

(B) Access. Berry shall have access to the Operated Berry Properties, the Berry Facilities, and the Berry Related Assets at all times during normal business hours. Should Berry desire access to Non-Operated Berry Properties during the Transition Period, LINN will use commercially reasonable efforts to coordinate access to the same with the relevant operator. LINN shall have sole authority to select, supervise, and direct all Representatives in the performance of the Services. Berry may consult

with LINN's Representatives who are providing the Services, and LINN shall make such Representatives reasonably available to Berry for such consultations during normal business hours, either directly or through one or more designated centralized point(s) of contact, in each case subject to the applicable individual's availability during normal business hours. In connection with Berry's access to the Operated Berry Properties or to any Berry Related Assets located on property owned by LINN, Berry must be accompanied by a LINN Representative at all times. Berry shall indemnify, defend, and hold harmless the LINN Indemnified Parties from and against any and all liability for injury to Berry's officers, employees, invitees, and/or agents, resulting from, or relating to, the presence of any such officers, employees, invitees, and/or agents at any Operated Berry Properties, any Non-Operated Berry Properties with respect to which LINN coordinated access for Berry, or any property owned by LINN, or from any such person's traveling to or from such property in a vehicle owned by LINN, in each case other than any such injury and resulting liability caused by the gross negligence or willful misconduct of LINN.

2.4 Consents. If any consents, approvals, or authorizations of any Person are identified as being required in connection with this Agreement, then LINN and Berry shall use commercially reasonable efforts to obtain as promptly as possible such consents, approvals, or authorizations; provided, however, that LINN shall be the primary point of contact with any such Person solely as it relates to the Services performed by LINN at that time. Berry shall be responsible for any costs and expenses incurred with Berry's prior written approval that are attributable to obtaining any consents, approvals, or authorizations required in connection with this Agreement. If the consent, approval, or authorization of any Person, if required, is not obtained within a reasonable time period after identification thereof, then LINN and Berry shall work together to develop and effect a commercially reasonable alternative in connection with the Services affected by such failure to obtain such consent, approval, or authorization.

2.5 Additional Records. Except as provided in this Agreement, nothing shall require LINN to provide records, financial information, or other information that, in each case, is not kept or reported by LINN in the ordinary course of business. For the avoidance of doubt, any reporting required of LINN during the pendency of its bankruptcy shall be deemed to be in LINN's ordinary course of business for purposes of this Section 2.5.

2.6 No Additional Systems. Nothing herein shall require LINN to install, expand, or modify any equipment, systems, or services at any location beyond the level provided by LINN during the Reference Period.

2.7 Information Necessary to Perform the Services. Berry shall promptly provide any information and assistance that is reasonably requested by LINN and necessary for LINN to perform or cause to be performed any portion of the Services. If Berry fails to provide, or delays in providing, such necessary information or

assistance, then LINN shall be relieved of its obligation to perform such portion of the Services to the extent prevented thereby; provided, however, that LINN shall use commercially reasonable efforts to mitigate, overcome, or work around such failure or delay in order to perform such portion of the Services; provided, further, that Berry will reimburse LINN for any reasonable and documented additional costs or expenses incurred by LINN that are attributable to mitigating, overcoming, or working around the effects of such failure or delay in accordance with and subject to the terms and conditions of paragraph (A) of Section 5.2.

2.8 Audit. At any time during the Term and during the period up to 180 days after the Final Settlement Statement is finalized under Section 5.8, Berry shall have the right to conduct one audit of the books and records of LINN insofar as they pertain to the Services, the Monthly Settlement Statements, the Monthly Statements, or the Final Settlement Statement. Such audit may be conducted by an accounting firm or other contractor retained by Berry. Berry is entitled to an adjustment of the amounts reflected in the Monthly Settlement Statements, the Monthly Statements, or the Final Settlement Statement when an error occurs. Any such audit must be completed and objections made within 60 days of its initiation. Any dispute that is not resolved between the Parties shall be resolved in accordance with the arbitration procedure set forth in Article 8.

2.9 Transition Period Extension. Berry shall use its reasonable best efforts to assume operatorship of all of the Operated Berry Properties on or before the last day of the un-extended Transition Period. Berry shall provide to LINN evidence reasonably satisfactory to LINN of Berry's satisfaction of the predicate requirements of Section 3.4 for delivery of the Change of Operator Forms no less than 14 days prior to the last day of the Transition Period, or the Transition Period will be extended for an additional calendar month (unless LINN, in its sole discretion, waives such compliance). In addition, if Berry determines that it requires all or any portion of the Services to continue beyond the end of the Transition Period, then Berry may elect to extend the Transition Period for an additional month by delivering to LINN written notice of such election no less than 15 days prior to the last day of the Transition Period; provided, however, that the Transition Period may only be extended once under this Section 2.9.

2.10 General Control and Consultation. The Parties acknowledge and agree that Berry shall at all times be the owner of the Berry Assets and that LINN is providing the Services solely as a service provider. Subject to Section 2.1, and to the extent not inconsistent with Section 9.9, the Services shall be provided by LINN to the extent of and substantially in the same manner as LINN has conducted its business during the Reference Period and, in all material respects consistent with Berry's 2017 capital budget as of January 1, 2017, under the general control of and subject to the reasonable direction of Berry; provided, however, that LINN shall control the manner and method of performing the Services, including all day-to-day Services provided for in Article 1. Without limiting the foregoing, LINN shall consult with the chief executive officer of Berry on a regular basis throughout the Term regarding the Services and shall act in accordance with the

written instructions, if any, provided by such chief executive officer or his designee with respect to particular aspects of the Services. Notwithstanding anything herein to the contrary, (i) in no event shall LINN be required to act in a manner inconsistent with its health, safety and environmental policies in effect as of the Execution Date and (ii) LINN may take any action it deems necessary in its reasonable belief and in good faith to prevent or avoid imminent risk to life or property.

3. Berry Separation.

3.1 Assets

(A) Representation. LINN represents and warrants that no real or personal property was transferred from Berry to LINN at any time between December 1, 2013 and the Effective Date. To the extent either Party discovers that the foregoing is inaccurate, the Parties will take all steps necessary pursuant to Section 3.7 to transfer such real or personal property back to Berry. The foregoing is the sole and exclusive remedy with respect to any breach of the representations and warranties set forth in this paragraph (A) of Section 3.1.

(B) Berry Assets. As used in this Agreement, the "**Berry Assets**" shall mean all real and personal properties, assets and interests that are part of the Berry Estate, including all real and personal properties, assets and interests described on the Berry Statement of Assets and Liabilities. Without limiting the foregoing, the "Berry Assets" shall include all of Berry's right, title and interest in, to or under the following (it being expressly understood that some of the following are interests in properties in which Berry is a joint interest owner with LINN and that all references to Schedules in this Section 3.1(B) are for information purposes only and shall not expand or diminish the property of the Berry Estate or the LINN Estate, as applicable):

(i) the Leasehold Interests and Mineral Interests summarized on the Berry Statement of Assets and Liabilities and as further described on Schedule 1, and Berry's interest in the Leases and lands included in any units with which such Leasehold Interests and Mineral Interests (or the lands covered thereby) may have been pooled, unitized, or communitized (collectively, the "**Berry Leasehold and Mineral Interests**");

(ii) the interests in oil, gas, water, disposal, observation, or injection wells located on or traversing the Berry Leases and Mineral Interests, whether producing, non-producing, plugged, unplugged, shut-in, or temporarily abandoned, as described on Schedule 2 (collectively, the "**Berry Wells**", and together with the Berry Leasehold and Mineral Interests, the "**Berry Properties**");

(iii) the Hydrocarbons in storage above a custody transfer point; and

(iv) the office leases, field offices, and storage yards described on the Berry Statement of Assets and Liabilities and as further described on Schedule 3 (collectively, the "**Berry Facilities**").

For the avoidance of doubt, the Parties acknowledge and agree that from and after the Effective Date, Berry shall continue to be responsible for all Liabilities attributable to or arising from the Berry Assets except as otherwise provided in this Agreement and except for any such Liabilities discharged or otherwise released pursuant to or in connection with the Berry Consensual Plan or the LINN Consensual Plan.

(C) Berry Related Assets. As used in this Agreement, the term "**Berry Related Assets**" means the following real and personal properties, assets and interests, whether part of the Berry Estate or part of the LINN Estate; provided, however, that where the following relate to both Berry Assets and real or personal property that is part of the LINN Estate, only the proportion of the same related to the Berry Assets shall be included in the definition of "Berry Related Assets":

(i) The real property described on Schedule 4 (together with the field offices located thereon, the **"Hill Field Offices**");

(ii) all of the equipment, machinery, fixtures and other tangible personal property and improvements located on or used or held for use in connection with the ownership or operation of the Berry Properties, including tanks, boilers, plants, injection facilities, saltwater disposal facilities, compressors and other compression facilities (whether installed or not), pumping units, flow lines, pipelines, gathering systems, Hydrocarbon treating or processing systems or facilities, meters, machinery, pumps, motors, gauges, valves, power and other utility lines, roads, computer and automation equipment, SCADA and measurement technology, the Transferred Hardware, field radio telemetry and associated frequencies and licenses, pressure transmitters, central processing equipment and other appurtenances, improvements and facilities (collectively, the "**Berry Equipment**");

(iii) all of the pipes, casing, tubing, tubulars, fittings, and other spare parts, supplies, tools, and materials located on, used, or held for use on or held as inventory in connection with the ownership or operation of the Berry Properties, Berry Facilities, Hill Field Offices, or Berry Equipment;

(iv) all of the governmental (whether federal, state, or local) permits, licenses, authorizations, franchises, grants, easements, variances, exceptions, consents, certificates, approvals, and related instruments or rights relating to the Berry Properties that are not held by LOI as operator of Operated Berry Properties (collectively, the "**Berry Permits**");

(v) all of the Contracts (including sales and purchase contracts, operating agreements, exploration agreements, development agreements, balancing agreements, farmout agreements, service agreements, transportation, processing, treatment and gathering agreements, equipment leases and other contracts, agreements and instruments), including the Contracts described in Schedule 5, (collectively, the "**Berry Contracts**") but subject to Section 3.2 and excluding any Master Service Agreement in the name of LINN, other than those described in Part D of Schedule 5;

(vi) all of the proprietary rights and non-proprietary rights to all seismic, geological, geochemical, or geophysical data (including all maps, studies, Third Party studies, reservoir and production engineering studies and simulations, and all field and acquisition records) related to or obtained in connection with the Berry Properties to the extent transferrable without a fee (or, in the event a transfer fee applies, to the extent Berry has agreed, in writing, to pay such transfer fee) (the "**Berry G&G Data**");

(vii) all of the Surface Rights;

(viii) all claims, refunds, abatements, variances, allocations, causes of action, claims for relief, choses in action, rights of recovery, rights of set-off, rights of indemnity, contribution or recoupment, counter-claims, cross-claims and defenses to the extent related to the Berry Assets;

(ix) all of the information, books, databases, files, records and data (other than the Excluded LINN Records and Data), whether in written or electronic format, relating to Berry or any of the other Berry Assets (collectively, the "**Berry Records**"), which Berry Records shall include all minute books, stock ledgers, corporate seals, and stock certificates of Berry; all reservoir, land, operation and production files and records, inclusive of lease records, well records, division order records, property ownership reports and files, contract files and records, well files, title records (including abstracts of title, title opinions and memoranda, and title curative documents), correspondence, production records, prospect files and other prospect information, supplier lists and files, customer lists and files; and all other data including proprietary and non-proprietary engineering, files and records in the actual possession or control of Berry (or, if applicable, LINN to the extent

transferable to Berry (i) without material restriction that is not overcome using commercially reasonable efforts (including a material restriction against assignment without prior consent if such consent is not obtained after commercially reasonable efforts) and (ii) without the payment of money or delivery of other consideration or unduly burdensome effect that Berry does not agree in writing to pay or bear), inclusive of maps, logs, core analysis, formation tests, cost estimates, studies, plans, prognoses, surveys and reports, and including raw data and any interpretive data or information relating to the foregoing, and any other proprietary data in the actual possession or control of Berry (or, if applicable, LINN to the extent transferable to Berry (i) without material restriction that is not overcome using commercially reasonable efforts (including a material restriction against assignment without prior consent if such consent is not obtained after commercially reasonable efforts) and (ii) without the payment of money or delivery of other consideration or unduly burdensome effect that Berry does not agree in writing to pay or bear) and relating to the ownership, operation, development, maintenance or repair of, or the production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from, the Berry Properties;

(x) all of the Berry Receivables, cash call pre-payments and other refunds due to Berry (or, if applicable, LINN) for royalty overpayments or future deductions as royalty offsets associated with any of the Berry Properties;

(xi) all of the trade credits, accounts receivable, note receivables, take or pay amounts receivable, and other receivables attributable to the Berry Assets or other Berry Related Assets;

(xii) any software licenses and IT service agreements used solely in connection with or wholly attributable to the Berry Properties, but only to the extent transferable without material restriction (the "**Berry Software**");

(xiii) all California greenhouse gas emissions credits and allowances and any other carbon dioxide allowances that are part of the Berry Estate or scheduled on Schedule 10; and

(xiv) all of the vehicles used by, assigned to or otherwise associated with any Berry Employee or solely with any of the other Berry Operated Assets (including any such vehicle that is part of the LINN Estate) (the "**Vehicles**").

3.2 Assignment of Contracts.

(A) General. Subject to paragraph (B) of this Section 3.2, as soon as practicable, but in any event prior to the end of the Transition Period, LINN will assign or cause to be assigned to Berry each Berry Contract to which LINN is party (whether in its own name or as agent for Berry), including marketing agreements, operating agreements, transportation agreements, equipment leases, electrical agreements, rights of way, surface use agreements and other agreements (such Berry Contracts that relate solely to Berry or the Berry Assets, including the Berry Contracts so identified in Part B of Schedule 5, are referred to in the Agreement collectively as the "**Berry Operating Contracts**"; and such Berry Contracts that relate both to Berry or the Berry Assets on the one hand and LINN or property that is part of the LINN Estate, on the other, including the Berry Contracts so identified in Part C of Schedule 5, are referred to in the Agreement collectively as the "**Berry Shared Contracts**"); provided, however, that LINN shall only assign such Berry Shared Contracts that are capable of being subdivided without penalty or any incremental cost or expense being paid by LINN and without requiring LINN or Berry to retain any liability for the other under such contract (and in such case shall only assign the portion of such Berry Shared Contract that applies to the Berry Assets); provided, further, that LINN shall use its commercially reasonable efforts to obtain from each Berry Shared Contract counterparty a separation of its Berry Shared Contract into separate contracts between such counterparty and each of LINN and Berry so long as the terms and conditions of the underlying agreement remain substantially the same. Berry shall take such actions as may be required to accept assignment of the Berry Operating Contracts and the Berry Shared Contracts. Notwithstanding the foregoing, if both Berry and LEH are parties to any Berry Shared Contract and such contract relates only to the ownership or operation of properties in which LEH and Berry have shared ownership, LINN may elect to take no action to partition the contracts during the Transition Period, which shall not prejudice either Party's ability to request or negotiate a partition or novation from the counterparty of such contract at a later date and shall not operate to create a joint and several liability under such contract.

(B) Consent Requirements. Notwithstanding anything to the contrary contained herein, LINN shall not assign any Berry Operating Contract or Berry Shared Contract if the terms of such contract prohibit such assignment, require a consent to such assignment that is not given after LINN has used all commercially reasonable efforts to obtain such consent, or require a fee for such assignment that Berry does not agree to bear, which Berry Operating Contracts and Berry Shared Contracts include those identified in Schedule 5.

(C) Assigned Operating Contract. Any contract assigned pursuant to this Section 3.2 shall be referred to herein as an "**Assigned Operating Contract**"; provided, however, that as to Berry Shared Contracts that are assigned, only the portion of the contract assigned to Berry shall be included in the term Assigned Operating Contract.

3.3 Certain Ancillary Agreements. LINN (as applicable) and Berry will execute the following agreements on the dates specified below:

(i) any change of operator forms required to designate Berry as the operator of the Operated Berry Properties (the "**Change of Operator Forms**") as soon as practical but in no event later than the final day of the Transition Period; and

(ii) letters in lieu of transfer or division orders directing all purchasers of production from the Berry Assets to make payment of proceeds attributable to such production to Berry from and after the Effective Date in a form reasonably satisfactory to both Parties (the "**Letters in Lieu**") as soon as practical but in no event later than the final day of the Transition Period.

In connection with the ancillary agreements described above in this Section 3.3, the Parties agree that Berry shall be the recognized operator of the Hill field and LINN shall be the recognized operator of the Hugoton field.

3.4 Delivery of Documents.

(A) Change of Operator Forms. On or before the end of the last day of the Transition Period (or otherwise in accordance with applicable state requirements), LINN will submit the Change of Operator Forms to the required parties; provided, however, that Berry must have secured the necessary bonding, insurance and regulatory approvals to release LINN of any ongoing liability for Berry's operatorship.

(B) Letters in Lieu. On or before the first day of the last month of the Transition Period, LINN will submit the Letters in Lieu to the appropriate counterparties.

(C) Documents Related to Joint Use Agreement. On or before April 1, 2017, LINN will deliver to Berry the following documents related to that certain Joint Use Agreement of even date herewith, by and between LEH and Berry (the "**Joint Use Agreement**"): (i) a projected budget for the "Gathering Facilities" for the remainder of calendar year 2017, which will include an itemized summary of projected "Capital Expenditures," "Operating Expenses" and planned nonrecurring maintenance items, and shall list each charge or expense that will be payable to an "Affiliate" of LEH (excluding charges and expenses related to LOI's employees and third party charges and expenses passed through by LOI to LEH without

markup) (as each such term is defined in the Joint Use Agreement); and (ii) an amended and restated Exhibit D to the Joint Use Agreement containing a detailed description of all real and personal property comprising the "Gathering Facilities" (as defined in the Joint Use Agreement) based on information in LINN's files and records, including a reasonably detailed description of each right-of-way and other real property interest included therein and a reasonably detailed description, with specifications, of each segment of pipe and other component thereof.

3.5 Assignment of Operating Property.

(A) Inventory. During the first 30 days of the Term, LINN will inventory all (i) Berry Equipment that is part of the LINN Estate (the "**Berry Operating Equipment**"), (ii) pipes, casing, tubing, tubulars, fittings, and other spare parts, supplies, tools, and materials located on, used or held for use on or held as inventory in connection with the ownership or operation of the Berry Assets that are part of the LINN Estate (the "**Berry Operating Yard Equipment**"), (iii) Transferred Hardware, and (iv) Vehicles (together with the Berry Operating Equipment, Berry Operating Yard Equipment and the Transferred Hardware, the "**Berry Operating Property**").

(B) Valuation. On or before the 45th day of the Term, LINN will provide Berry with a list of the Berry Operating Property, together with an estimated fair market value (taking into account normal annual depreciation) of the portion of the Berry Operating Property that is not part of the Berry Estate. Berry will notify LINN within ten days if Berry disagrees with any valuation for such portion of the Berry Operating Property, in which case, Berry and LINN will work in good faith to resolve their disagreement on before the 75th day of the Term. If the Parties are unable to agree to a value for a Vehicle prior to such date, then such Vehicle will not be included in the term "Berry Operating Property" for the purpose of paragraph (C) of this Section 3.5 or the term "Berry Related Assets" and will be retained without further obligation by LINN. If the Parties are unable to agree to a value for any portion of the Berry Operating Equipment or the Berry Yard Equipment that is not part of the Berry Estate, then LINN will hire a Third Party appraiser to determine the amount of such value, the expense for such appraiser to be shared equally between the Parties.

(C) Conveyance. Once the Parties have agreed to the fair market value (taking into account normal annual depreciation) for the portion of the Berry Operating Property that is not part of the Berry Estate (or the appraiser has determined such value in accordance with paragraph (B) of this Section 3.5, in either case the aggregate amount to be referred to herein as the "**Operating Property Amount**"), LINN will convey the Berry Operating Property and the Transferred Hardware to Berry using a Bill of Sale in a

form substantially similar to Exhibit F. In addition, LINN will take any additional steps necessary under applicable state or local law to transfer any title held by LINN to the Berry Operating Property to Berry. Berry will reimburse LINN for the Operating Property Amount in accordance with Section 5.4. Prior to the end of the Transition Period, LINN will convey the Hill Field Offices to Berry using a Special Warranty Deed in a form substantially similar to Exhibit G.

(D) Berry Records. Throughout the Transition Period (and, with regard to records created during the Accounting Period, throughout the Accounting Period), LINN will deliver the Berry Records to Berry, at Berry's expense, (to the extent not already delivered) in their current form and format; provided, however, that LINN shall not be required to conduct processing, conversion, compiling or any other further work with respect to delivery of the Berry Records; provided, however, further, that LINN may retain a copy of any Berry Records related to accounting or the Hill assets (and may copy, at Berry's expense, Berry Records related to the Hugoton assets and retain the original, delivering the copy as the Berry Record). Berry agrees to maintain the Berry Records for a period of five years following the expiration of the Term, and, during such time, to (i) provide copies of any Berry Records that relate to the accounting, to the Hill and Hugoton assets, or are needed to respond to any legal proceeding or claim by a Third Party or by Berry, to LINN, at LINN's sole expense and upon reasonable advance notice, and (ii) give 90 days' prior written notice to LINN before destroying any Berry Record, in which event LINN may, at its option and expense, upon prior written notice given within such 90 day period to Berry, take possession of such Berry Records within 180 days after the date of such notice.

(E) Hugoton Field Offices. LINN agrees that if Berry (or its successor in interest) becomes the operator of the Hugoton properties under or pursuant to the applicable Joint Operating Agreement between Linn and Berry dated of even date herewith, then LINN or its successor in interest will convey the Hugoton Field Offices to Berry (or such successor in interest) for $1 using a Special Warranty Deed in a form substantially similar to Exhibit G.

3.6 Assignment of Berry Related Assets. Without limiting the provisions set forth in Section 1.3 regarding the transfer or assignment of the Berry Permits, Section 3.2 regarding the assignment of the Berry Contracts, and Section 3.5 regarding the conveyance of the Berry Operating Property, prior to the end of the Transition Period, LINN shall transfer, assign, and convey or cause to be transferred, assigned, and conveyed to Berry all other Berry Related Assets that are held in the LINN Estate. Such transfers, assignments, and conveyances shall be in form reasonably satisfactory to the Parties.

3.7 Further Assurances. For a period of one year from the Effective Date, each of LINN and Berry shall (i) furnish upon request to the other Party such further information, (ii) execute, acknowledge and deliver to such other Party such other documents, and (iii) do such other acts and things, as such other Party may reasonably request for the purpose of carrying out the intent of this Agreement or the Berry Consensual Plan or the Linn Consensual Plan. In addition, LINN shall use commercially reasonable efforts to continue to assist Berry in connection with the resolution of claims against Berry and Linn Acquisition Company, LLC relating to the Chapter 11 Cases (as defined in the Berry Consensual Plan); provided, however, that LINN will not be required to provide such assistance after the Term of this Agreement absent mutual agreement of the Parties, including agreement as to the additional compensation to LINN for such assistance.

4. Employment.

4.1 Access Period. During the period from the Effective Date until the date that is 15 days prior to the end of the Transition Period (the "**Access Period**"), LINN shall provide to Berry or its designated representatives reasonable access to any LINN employee on the Available Employee List attached as Schedule 6. At any time prior to the date that is 20 days prior to the end of the Accounting Period, LINN may designate additional employees to be made available to Berry, such designation to be made in writing, in which case such individuals will be treated as Berry-LINN Employees for the purpose of Section 4.2 but not Section 4.3.

4.2 Employment Offers. All Berry Employees shall be extended offers of employment by Berry during the Transition Period in accordance with an offer process determined by Berry in consultation with LINN. In addition, either Party may extend employment offers to any of the Berry-LINN Employees during the period beginning on the date that is 15 days prior to the end of the Transition Period and ending on the date that is 15 days prior to the end of the Accounting Period (the "**Offer Period**"). Any employment offer will require acceptance of the same within ten days and will be effective on the first day following the end of the Transition Period (or, if appropriate for a Berry-Linn Employee, on the first day following the end of the Accounting Period). Each Party will share the responses to employment offers made under this Section 4.2 promptly upon receipt with the other Party; provided, however, that neither Party shall be required to disclose the terms of any offer except to the extent necessary to establish any severance fees or obligations under Section 4.3.

4.3 Severance Amounts. At the conclusion of the Offer Period, Berry shall provide a list of all Available Employees to whom Berry submitted an offer. For each Berry Employee (i) who is not made an offer of employment that would avoid a Qualifying Termination for such employee (as such term is defined in LINN's Severance Plan, attached hereto as Schedule 7) and (ii) whose employment is terminated by LINN on or prior to the end of the Term, Berry will be charged 100 percent of any severance fees and obligations

associated with such termination. For each Berry-LINN Employee (x) who is not made an offer of employment that would avoid a Qualifying Termination for such employee and (y) whose employment is terminated by LINN on or prior to the end of the Term, Berry will be charged 30 percent of any severance fees and obligations associated with such termination (the aggregate amount payable by Berry under this Section 4.3 is referred to herein as **"Berry Severance Fees**"). LINN shall retain responsibility for (A) 70 percent of any severance fees and obligations associated with the termination on or prior to the end of the Term of any Berry-LINN Employee, and (B) 100 percent of any severance fees and obligations associated with the termination of any LINN employee who is not an Available Employee or whose employment is not terminated on or before the end of the Term (even if such employee provides Services under this Agreement).

4.4 Non-Solicitation of Certain Employees. During the Transition Period, LINN shall not solicit any Berry Employee to remain as an employee of LINN or otherwise encourage or induce such Berry Employee not to accept employment with Berry; provided, however, that nothing in the foregoing will prohibit LINN from making such solicitation after the end of the Transition Period to any Berry Employee who did not accept Berry's offer of employment under Section 4.2, subject to the following sentence. In addition to the immediately preceding sentence, and except as specifically described in Sections 4.1 and 4.2, for a period of two years from the Effective Date, neither LINN nor Berry or either of their respective Affiliates will, directly or indirectly, (i) solicit for employment, offer employment or employ any employee of the other Party or its respective Affiliates, (ii) otherwise divert or induce any such employee to terminate or materially alter his or her employment or contractual relationship with the other Party or its respective Affiliates, or (iii) agree to do any of the foregoing; provided, however, that neither Party shall be considered to have breached the provisions of this sentence solely because any such employee responds to a general advertisement or a Third Party search firm that has not directed its search specifically at such employees of the other Party or its respective Affiliates. Each Party shall be liable for the compliance of its Affiliates and its and their respective agents and representatives with the terms of this Section 4.4. Each Party acknowledges and agrees that if such Party violates (or threatens to violate) any of the terms of this Section 4.4, then the other Party will not have an adequate remedy at law and in such event such other Party shall have the right, in addition to all other rights available at law or in equity, to obtain injunctive relief to restrain any breach or threatened breach of the terms of this Section 4.4.

5. Term and Termination; Service Fees; Monthly Settlement.

5.1 Term and Termination.

(A) Term. This Agreement shall be effective as of the Effective Date, and shall continue in effect until the end of the Accounting Period, unless terminated earlier in accordance with this Section 5.1 (the "**Term**"). Except as otherwise provided herein, upon expiration of the Term or

earlier termination of this Agreement, LINN shall no longer be responsible for the performance of the Services, and all rights and obligations under this Agreement shall cease except for (i) rights or obligations that are expressly stated to survive the expiration or termination of this Agreement, (ii) the provisions set forth in the last sentence of paragraph (B) of Section 2.3, in paragraph (A) of Section 3.1, in paragraph (D) of Section 3.5 in paragraph (E) of Section 3.5, in paragraph (D) of this Section 5.1, in Sections 3.7, 4.4, 5.2, 5.4 and 5.5, and in Articles 6, 8, and 9, which shall continue in accordance with their terms, and (iii) the last sentence in paragraph (E) of this Section 5.1, which will survive the expiration or termination of this Agreement indefinitely, and (iv) liabilities and obligations that have accrued prior to such expiration or termination, including the obligation to pay any amounts that have become due and payable prior to such expiration or termination.

(B) Termination by Berry. Berry may, without cause and in accordance with the terms and conditions hereunder, (i) request the discontinuation of one or more portions of the Services, or (ii) request the discontinuation of all of the Services and terminate this Agreement prior to the expiration of the Term, in each case, by giving LINN not less than 15 days' prior written notice; provided, however, that (a) the effective date of such termination must be the first or last day of a calendar month, (b) the discontinuation of less than all of the Services will require LINN's consent (which consent shall not be unreasonable delayed or withheld), (c) Berry must have satisfied the condition precedent of paragraph (A) of Section 3.4 prior to terminating the Services described in Section 1.1 or all of the Services, and (d) Berry shall be liable to LINN for all fees and expenses accrued with respect to the provision of the discontinued Services as of the date of discontinuation, including any amounts that LINN remains obligated to pay under any contract entered into in accordance with this Agreement solely in order to provide the Services.

(C) Termination for Material Breach. Either Party may terminate this Agreement if the other Party is in material breach of this Agreement and such other Party fails to cure such breach within five Business Days following receipt of written notice thereof from the non-breaching Party; provided, however, that (i) LINN may not terminate this Agreement and withdraw from providing the Services if such breach is not capable of being cured and Berry continues to pay the Service Fees, and (ii) subject to Berry using all reasonable efforts to obtain a qualified and financially responsible replacement for LINN reasonably acceptable to Berry and Berry's continued payment of the Service Fees, LINN may not terminate this Agreement and withdraw from providing the Services until a qualified and financially responsible replacement for LINN reasonably acceptable to Berry has agreed to take over as LINN and assume responsibility for the Services under this Agreement on terms and conditions reasonably acceptable to Berry.

(D) Obligations of LINN upon Termination. Without limiting the second sentence of paragraph (A) of this Section 5.1, upon termination of this Agreement, LINN shall assign, transfer, and deliver to Berry (or to such other Person as Berry shall direct) (i) title to all Berry Related Assets that are part of the LINN Estate (in accordance with the provisions of Sections 3.2, 3.5, and 3.6 and subject to Berry's requirement to reimburse LINN for the same) and (ii) possession and control of all operations hereunder and all of the Berry Assets in the possession or control of LINN or any subcontractor of LINN, but only to the extent Berry has complied or does comply with the conditions precedent described in Section 3.4(A). Without limiting the foregoing, upon the effective date of termination, LINN shall assign and deliver to, and relinquish custody in favor of, Berry (or such other Person selected by Berry) all of Berry's funds held or controlled by LINN, and all Suspense Funds, and all books, accounts, records and inventories relating to the Berry Assets, facilities and/or the operations hereunder.

(E) Obligations of Berry upon Termination. Effective upon termination of this Agreement, Berry assumes and agrees to discharge when due any and all Liabilities attributable to or arising from the Berry Related Assets except as otherwise provided in this Agreement and except for any such Liabilities discharged or otherwise released pursuant to or in connection with the Berry Consensual Plan or the LINN Consensual Plan. Notwithstanding anything herein to the contrary, Berry hereby agrees to release and fully indemnify, defend, and hold harmless the LINN Indemnified Parties from each and every Claim related to such assumed Liabilities.

5.2 Service Fees and Employee Expenses.

(A) Reimbursement Expenses. Berry shall pay and reimburse LINN for any and all reasonable Third Party out-of-pocket costs and expenses without mark-up (including operating costs, capital expenditures, drilling and construction overhead charges, Third Party administrative overhead charges, joint interest billing, lease, lease operating, lease rental, bonus and shut-in payment, royalty, overriding royalty, net profits interest expenses, and records and data transfer expenses) and reasonable and necessary travel expenses actually incurred by LINN to the extent documented and incurred in connection with providing the Services during the Term (the "**Reimbursement Expenses**"); provided, however, that Reimbursement Expenses will not include Third Party contractors engaged by LINN after the Effective Date to provide portions of the Services where such portions of the Services were performed by LINN employees prior to the Effective Date unless expressly agreed to in writing by the Parties.

(B) Management Fee. In addition to the foregoing Reimbursement Expenses, Berry shall pay to LINN $6,000,000 per month (prorated for partial months) during the Transition Period (the "**Full Management Fee**") and $2,700,000 per month (prorated for partial months) during the Separation Period (the "**Limited Management Fee**" and together with the Full Management Fee, the "**Management Fee**"). The Management Fee, together with the Reimbursement Expenses, are referred to collectively herein as the "**Service Fees**."

5.3 Cash Call.

(A) Cash Calls. It is not the intent of this Agreement for LINN to advance any of its own funds. If there are lease operating expenses or capital expenditures that would otherwise be paid by LINN pursuant to this Agreement, LINN shall provide a written cash call ("**Cash Call**") to Berry detailing the amount of such expenses, the proposed use thereof, and the date such funds are required, together with supporting documentation, for approval by Berry in advance of LINN incurring the same. Berry shall, within five Business Days of receipt of such Cash Call, render a decision to provide such amount to LINN for payment (in whole or in part) or to decline such payment (in which event LINN will be relieved of any obligation to conduct the associated activity). Berry reserves the right to approve any or all detail amounts included in any Cash Call.

(B) Emergencies. Notwithstanding anything to the contrary in this Agreement, the Parties agree that in the event LINN reasonably believes there is an emergency involving actual or imminent loss of life, material damage to any of the Berry Assets or the environment, or substantial and immediate financial loss, LINN shall advance its own funds for any expense or expenditure that LINN determines is necessary under the circumstances as a reasonable and prudent operator to address such emergency (but only to the extent necessary to stabilize the situation and alleviate the imminent threat) without the need to make a Cash Call. If LINN takes any action pursuant to the immediately preceding sentence, then LINN shall promptly (but within any event within 48 hours) notify Berry of the taking of such action and deliver an invoice to Berry reflecting (i) the expenditures already incurred by LINN to address such emergency and (ii) LINN's reasonable projection of expenditures to be incurred by LINN over the subsequent seven days to further address such emergency, and Berry shall promptly (and in no event later than 48 hours following receipt of such notice) reimburse and advance to LINN all such expenditures set forth such invoice.

5.4 Monthly Settlement Statement. On the date any amounts are to be transferred pursuant to Section 5.5, LINN shall submit to Berry a "**Monthly Settlement Statement**" prepared substantially in the form of Exhibit C, calculating the Current Month Settlement, to the extent any such amount has not previously been accounted for in a prior Current Month Settlement or under this Agreement or otherwise accounted for prior to the Effective Date between the Parties. The

"**Current Month Settlement**" shall be calculated (without duplication) as follows in this Section 5.4:

(i) the net revenue interest share of all revenues (less severance and production taxes allocable to Berry under this Agreement and paid by or on behalf of LINN) attributable to the sale of production from the Berry Properties and received by LINN;

(ii) less the working interest share of all direct operating expenses incurred by LINN for Berry's account (exclusive of any expenses prepaid by Berry) (with respect to the Non-Operated Berry Properties, such direct operating expenses shall include overhead charges based on the applicable COPAS accounting procedures);

(iii) plus COPAS and administrative overhead credits received by LINN from other owners for the Operated Berry Properties (excluding Berry) for operations subsequent to the Effective Date;

(iv) less the working interest share of all capital expenditures incurred by LINN for Berry's account related to the Berry Properties for operations;

(v) less the working interest share of all bonuses, lease rentals, shut-in payments, and other charges paid by LINN on behalf of Berry;

(vi) less the Reimbursement Expenses as stipulated in paragraph (A) of Section 5.2;

(vii) less the Management Fee as stipulated in paragraph (B) of Section 5.2;

(viii) less any amounts due under Section 5.2 that remain unpaid;

(ix) less the Operating Property Amount due under Section 3.5;

(x) less any Berry Severance Fees due under Section 4.3; and

(xi) plus or less, as applicable, such other amounts as may be agreed to by the Parties.

Other than the Reimbursement Expenses, Management Fee and any Berry Severance Fees, Berry shall not be charged hereunder for any internal overhead, COPAS, non-billable charges of LINN allocated by LINN to any of the Berry Properties, or COPAS overhead charges attributable to the Operated Berry Properties.

5.5 Transfer of Cash. On the 15th day of each calendar month during the Term and for the three calendar months following the end of the Term, (i) if the Current Month Settlement is a positive number, then LINN shall pay to Berry via wire transfer into a Berry-owned account the Current Month Settlement and (ii) if the Current Month Settlement is a negative number, then Berry shall pay to LINN via wire transfer from a Berry-owned account into a LINN owned account the Current Month Settlement.

5.6 Third Party Joint Interest Billings. During the Accounting Period, LINN shall provide to Berry monthly aged accounts receivable reports detailing any uncollected joint interest billings issued to Third Parties for operations conducted on the Operated Berry Properties not otherwise accounted for prior to the Effective Date between the Parties. LINN shall use commercially reasonable efforts to collect all joint interest billings so billed. At the end of the Accounting Period, Berry shall reimburse LINN for the then outstanding amount of joint billings attributable to operations on the Operated Berry Properties not otherwise accounted for prior to the Effective Date by the Parties (the "**Transition JIB Balance**"). After Berry reimburses LINN, Berry shall have the right to retain all amounts it collects relative to the Transition JIB Balance, and LINN shall promptly remit to Berry any amounts received relative to the Transition JIB Balance. For the avoidance of doubt nothing in this Section 5.6 is intended to, or does, require Berry to reimburse LINN for joint interest billings for which (i) LINN did not perform the associated operations or (ii) Berry has already reimbursed LINN.

5.7 No Duplication of Payments to LINN. Notwithstanding anything contained herein to the contrary, in no event shall there be a duplication of payments to LINN under this Agreement for any matters, charges or costs of any kind which are covered by, or related to, Reimbursement Expenses, the Management Fee, and/or Cash Calls.

5.8 Final Settlement. On or before 60 days after the end of the Accounting Period, LINN will prepare and deliver to Berry a settlement statement setting forth the cumulative amounts charged and credited under Section 5.4, the cumulative cash transfers under Section 5.5, and any other accounting transfer that is required to be made under this Agreement, including but not limited to the transfer of Suspense Funds (the "**Final Settlement Statement**"). As soon as reasonably practicable but not later than the 30th day following receipt of Berry's statement hereunder, Berry shall deliver to LINN a written report containing any changes that Berry proposes be made to such statement, if any. LINN may deliver a written report to Berry during this same period reflecting any changes that LINN proposes to be made to such statement as a result of additional information received after the statement was prepared. The Parties shall undertake to agree on the Final Settlement Statement no later than 120 days after the end of the Accounting Period. If the Parties are unable to reach an agreement at such time, then either Party may submit the remaining matters in dispute to an Independent Expert for resolution pursuant to Section 8.3. Within ten days after the earlier of (a) the expiration of Berry's 60-day review period without delivery of any written report or (b) the date on which the Parties finally agree on the Final Settlement

Statement or the Independent Expert resolves the disputed matters, as applicable, (x) if the net amount of all entries in the Final Settlement Statement shows a balance owed to Berry, then LINN shall pay to Berry via wire transfer into a Berry-owned account such net amount due and (ii) if the net amount of all entries in the Final Settlement Statement shows a balance owed to LINN, then Berry shall pay to LINN via wire transfer into a LINN-owned account such net amount due.

6. Indemnification; Limitation and Exclusion of Damages.

6.1 Indemnity and Release by Berry.

(A) Subject to Section 6.3 and Section 6.4, and the proviso to the last sentence of this Section 6.1(A), LINN shall have no liability to Berry for, and Berry hereby releases, and shall indemnify, defend, and hold harmless, the LINN Indemnified Parties from, each and every Claim attributable to, or arising out of, any act or omission by LINN involving or related to the Services (or Berry's use thereof), including, but not limited to, LINN's failure to pay or to collect sums due, erroneous or improper payment, late payment, preparation of erroneous payment statement, administration of the Suspense Funds (including any escheatment obligations related thereto), or any other such cause, EVEN IF SUCH CLAIMS ARISE OUT OF THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF LINN OR THE LINN INDEMNIFIED PARTIES, except for any such Claim that may result from (and only to the extent it results from) LINN's gross negligence or willful misconduct. The foregoing release and indemnity shall expressly survive any expiration or termination of this Agreement and shall apply notwithstanding anything to the contrary contained in this Agreement (including under this Article 6); provided, however, that Berry shall have no indemnity or defense obligations to the LINN Indemnified Parties (and shall not be deemed to have released the LINN Indemnified Parties) with respect to any Claim for which LINN is required to indemnify or defend the Berry Indemnified Parties pursuant to Section 6.2.

(B) BERRY SPECIFICALLY AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS ANY LINN INDEMNIFIED PARTY REGARDING ANY CLAIMS ARISING FROM, OR IN CONNECTION WITH, BERRY'S OR ITS SUBCONTRACTORS' EMPLOYEES' ACTIVITIES ON OPERATED BERRY PROPERTIES OR LINN-OWNED PROPERTY, INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR BODILY INJURY, PERSONAL INJURY, ILLNESS, OR DEATH BROUGHT BY BERRY'S OR BERRY'S SUBCONTRACTOR'S EMPLOYEES AGAINST ANY LINN INDEMNIFIED PARTY, SOLELY TO THE EXTENT SUCH CLAIM RESULTS FROM OR IS ATTRIBUTABLE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF BERRY'S OR ITS SUBCONTRACTORS' EMPLOYEES, EXCEPT FOR ANY

SUCH CLAIM THAT MAY ARISE OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY LINN INDEMNIFIED PARTY. THIS PROVISION CONTROLS OVER ANY CONFLICTING PROVISION IN THIS AGREEMENT.

6.2 Indemnity by LINN.

(A) Subject to Section 6.3 and Section 6.4, LINN shall indemnify, defend, and hold harmless Berry and its Affiliates, and their respective directors, officers, employees, agents, managers, shareholders and representatives (together with Berry, the "**Berry Indemnified Parties**") from and against any and all Claims suffered by the Berry Indemnified Parties as a result of, caused by, or arising out of (i) any breach of any covenant of LINN under this Agreement, or (ii) the sole, joint or concurrent negligence, gross negligence or willful misconduct of LINN or its Affiliate in its performance or failure to perform under this Agreement; PROVIDED, HOWEVER, THAT LINN SHALL HAVE NO OBLIGATION TO INDEMNIFY THE BERRY INDEMNIFIED PARTIES UNDER THIS SECTION 6.2(A) WITH RESPECT TO ANY CLAIM ATTRIBUTABLE TO LINN'S PERFORMANCE OF ITS OBLIGATIONS UNDER SECTION 1.1 AND SECTION 1.10 UNLESS SUCH CLAIM IS A RESULT OF, IS CAUSED BY, OR ARISES OUT OF LINN'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(B) LINN SPECIFICALLY AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS ANY BERRY INDEMNIFIED PARTY REGARDING ANY CLAIMS ARISING FROM, OR IN CONNECTION WITH, LINN'S OR ITS SUBCONTRACTOR'S EMPLOYEES' ACTIVITIES RELATED TO THE BERRY ASSETS, INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR BODILY INJURY, PERSONAL INJURY, ILLNESS, OR DEATH BROUGHT BY LINN'S OR ITS SUBCONTRACTOR'S EMPLOYEES AGAINST ANY BERRY INDEMNIFIED PARTY, EXCEPT FOR ANY SUCH CLAIM THAT MAY ARISE OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY BERRY INDEMNIFIED PARTY REGARDLESS OF WHETHER SUCH INJURY OR DEATH IS OR IS ALLEGED TO BE CAUSED BY THE SOLE, PARTIAL OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF SUCH BERRY INDEMNIFIED PARTY. THIS PROVISION CONTROLS OVER ANY CONFLICTING PROVISION IN THIS AGREEMENT.

6.3 Limitation of Liability. The total and cumulative liability of LINN arising out of, relating to, or in connection with, any performance or lack of performance of the Services, including for indemnification obligations and damages pursuant to this Article 6 (whether a claim therefor is based on warranty, contract, tort (including negligence or strict liability), statute, or otherwise) shall not exceed the aggregate Service Fees paid to LINN by Berry under this Agreement; provided, however, that this Section 6.3 shall not apply to any liability of LINN arising out of, relating to, or in connection with LINN's gross negligence or willful misconduct.

6.4 Exclusion of Certain Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH, ANY PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT FOR INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, OR LOSS BY REASON OF COST OF CAPITAL), EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE PARTY SOUGHT TO BE HELD LIABLE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER A CLAIM THEREFOR IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE, SAVE AND EXCEPT ANY SUCH DAMAGES PAYABLE WITH RESPECT TO THIRD PARTY CLAIMS. NOTWITHSTANDING ANYTHING IN THIS SECTION 6.4 TO THE CONTRARY, NEITHER PARTY'S RECOVERY FOR LOST PROFITS, LOSS OF USE, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, OR LOSS BY REASON OF COST OF CAPITAL SHALL BE LIMITED TO THE EXTENT CONSTITUTING DIRECT DAMAGES. EACH PARTY AGREES AND ACKNOWLEDGES THAT THE RISK ALLOCATION AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL TO EACH PARTY'S BENEFIT OF THE BARGAIN UNDER THIS AGREEMENT. NEITHER PARTY SHALL ALLEGE THAT ANY REMEDY OR ANY PROVISION OF THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE AND THE LIMITATIONS IN THIS ARTICLE 6 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

7. Insurance. In support of its indemnity obligations under this Agreement, but as a separate and independent obligation, Berry shall obtain and maintain in force throughout the Term insurance coverage from insurance providers with A.M. Best ratings of A-, VII or better, in the amounts and types as further described on Exhibit D. All deductibles shall be for the account of Berry and to the extent of the indemnities and liabilities contractually assumed by Berry under this Agreement, Berry shall cause the LINN Indemnified Parties to be added as insureds with respect to all insurance policies (excluding Worker's Compensation and Employer's Liability). Berry shall further cause its insurers to waive, and Berry hereby does waive, any rights of subrogation or recovery against any LINN Indemnified Parties; all such insurance required of Berry hereunder shall be primary coverage to any insurance maintained by any LINN Indemnified Parties. Berry, upon LINN's request, shall provide certificates evidencing the insurance coverages required under this Agreement. The obligations of Berry, with respect to the maintenance of insurance under this Agreement, are in support of, but separate and apart from, Berry's indemnification obligations under this Agreement. To the extent applicable, for the

purposes of Title 6, Chapter 127 of the Texas Civil Practice and Remedies Code, commonly known as the Texas Oilfield Anti-Indemnity Act, the indemnity and insurance provisions of this Agreement applicable to property damage and the indemnity and insurance provisions applicable to personal injury, bodily injury, and death shall be deemed separate for interpretation, enforcement, and other purposes. The Parties agree that in order to be in compliance with the Texas Oilfield Anti-Indemnity Act regarding mutually assumed indemnification for the other Party's sole or concurrent negligence, each Party shall carry supporting insurance in equal amounts of the types and in the minimum amounts as specified in the insurance requirements hereunder. All indemnities in this Agreement shall only be effective to the maximum extent permitted by Applicable Law. The Parties hereby incorporate Title 6, Chapter 127 of the Texas Civil Practice and Remedies Code as part of this Agreement and agree to the limits of that statute. If LINN does not carry insurance in the minimum amounts as specified in the insurance requirements in regard to mutual indemnity obligations, then it is agreed that LINN has approved self-insurance as stated in the Texas Oilfield Anti-Indemnity Act and the mutual indemnification amount shall be the maximum amount carried by LINN.

8. Arbitration.

8.1 General. Any and all claims, disputes, controversies or other matters in question arising out of or relating to an audit dispute under Section 2.8, a disagreement on the list of Berry Operating Property under paragraph (B) of Section 3.5, calculation of the Monthly Settlement Statement under Section 5.4, or calculation of the Final Settlement Statement under Section 5.8, or any amounts therein or revisions thereto (all of which are referred to herein as "**Disputes**," which term shall not include any other claims, disputes, controversies or other matters in question arising under this Agreement) shall be resolved in the manner prescribed by this Article 8.

8.2 Senior Management. If a Dispute occurs that the senior representatives of the Parties responsible for this Agreement have been unable to settle or agree upon within a period of 15 days after such Dispute arose, then each Party shall nominate and commit one of its senior officers to meet at a mutually agreed time and place not later than 30 days after such Dispute arose to attempt to resolve same. If such senior management have been unable to resolve such Dispute within a period of 15 days after such meeting, or if such meeting has not occurred within 45 days after such Dispute arose, then either Party to such Dispute shall have the right, by written notice to the other Party to such Dispute, to resolve such Dispute through the relevant Independent Expert pursuant to Section 8.3.

8.3 Dispute Resolution by Independent Expert.

(A) Each Party shall have the right to submit each Dispute to an independent expert appointed in accordance with this Section 8.3 (each, an "**Independent Expert**"), who shall serve as sole arbitrator. The Independent Expert shall be appointed by mutual agreement of the Parties from among candidates with experience and expertise in the area that is

the subject of such Dispute, and failing such agreement, such Independent Expert for such Dispute shall be selected in accordance with the rules of the Commercial Arbitration Rules and Mediation Procedures (the "**Rules**") of the AAA.

(B) Each Dispute to be resolved by an Independent Expert shall be resolved in accordance with mutually agreed procedures and rules, including with regard to written discovery, depositions, summary judgment motions, prehearing procedures, and date, time, location and length of the hearing, and failing such agreement, in accordance with the Rules to the extent such Rules do not conflict with the provisions of this Agreement. The Independent Expert shall be instructed by the Parties to resolve such Dispute as soon as reasonably practicable in light of the circumstances, but in no case later than 30 days after conclusion of the arbitration hearing. The Independent Expert shall support the decision and award with a reasoned, written opinion. The decision and award of the Independent Expert shall be binding upon the Parties as an award under the Federal Arbitration Act and final and non-appealable to the maximum extent permitted by Applicable Law, and judgment thereon may be entered in a court of competent jurisdiction and enforced by any Party as a final judgment of such court.

(C) The charges and expenses of the arbitrator shall be shared one-half by Berry and one-half by LINN.

8.4 Limitation on Arbitration. ALL OTHER DISAGREEMENTS, DIFFERENCES, OR DISPUTES ARISING BETWEEN THE PARTIES UNDER THE TERMS OF THIS AGREEMENT (AND NOT COVERED BY THE DEFINITION OF "DISPUTES" SET FORTH IN SECTION 8.1) SHALL NOT BE SUBJECT TO ARBITRATION AND SHALL BE DETERMINED BY THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS UNLESS THE PARTIES OTHERWISE MUTUALLY AGREE.

9. Miscellaneous.

9.1 Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors and assigns; provided, however, that this Agreement and all rights and obligations hereunder cannot be assigned by either Party (by operation of law or otherwise) without the prior written consent of the other Party, such consent to be at such other Parties' sole discretion.

9.2 Entire Agreement. Except for and without limiting either Party's rights under the Berry Consensual Plan, this Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement (including the Services). Notwithstanding the foregoing, in the event of a conflict between the provisions of this Agreement and the Berry Consensual

Plan, the terms of the Berry Consensual Plan shall prevail. For the avoidance of doubt, the Agency Agreement and Power of Attorney dated March 5, 2014, executed by Berry and LOI has been terminated and is of no further force or effect.

9.3 Amendment. This Agreement may be amended or modified only by written instrument executed by the authorized representatives of LINN and Berry, respectively.

9.4 Choice of Law. The provisions of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflicts of laws principles thereof. Subject to Article 8, each Party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the United States Bankruptcy Court for the Southern District of Texas over any suit, action, or proceeding arising out of or relating to this Agreement.

9.5 No Recourse. All Claims that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, may be made only against the Persons that are expressly identified as Parties (*i.e.*, LINN or Berry). No Person who is not a named party to this Agreement, including any past, present or future direct or indirect director, officer, employee, incorporator, member, manager, partner, equity holder, Affiliate, agent, attorney or representative of any named Party to this Agreement ("**Non-Party Affiliates**"), shall have any liability (whether in contract or in tort or otherwise, or based upon any theory that seeks to impose liability of an entity party against its owners or Affiliates) for any obligations or liabilities arising under, in connection with or related to this Agreement or for any claim based on, in respect of, or by reason of this Agreement or its negotiation or execution, and each Party waives and releases all such liabilities, claims and obligations against any such Non-Party Affiliates. Non-Party Affiliates are expressly intended as third-party beneficiaries of this provision of this Agreement.

9.6 Unenforceable Provisions. Any provision in this Agreement that might otherwise be invalid or unenforceable because of the contravention of any Applicable Law shall be deemed to be amended to the extent necessary to remove the cause of such invalidation or unenforceability, and such provision, as amended, shall remain in full force and effect.

9.7 No Set-Off. Except as mutually agreed to in writing by LINN and Berry, neither Party shall have any right of set-off or other similar rights with respect to (i) any amounts received pursuant to this Agreement or (ii) any other amounts claimed to be owed to the other Party arising out of this Agreement or any other agreement between the Parties.

9.8 Notices.

(A) All notices, consents, waivers and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by email (with read receipt requested, with the receiving Party being obligated to respond affirmatively to any read receipt requests delivered by the other Party), (c) received by the addressee, if sent by a delivery service (prepaid, receipt requested) or (d) received by the addressee, if sent by registered or certified mail (postage prepaid, return receipt requested), in each case to the appropriate addresses and representatives (if applicable) set forth below, except as provided in paragraph (B) of this Section 9.8, (or to such other addresses and representatives as a Party may designate by notice to the other Party):

(i) If to LINN, then to:

Linn Operating, Inc.
600 Travis Street
Houston, Texas 77002
Attn: Arden Walker
Phone: (281)840–4000
E-mail: awalker@linnenergy.com

with copies (which shall not constitute notice) to:

Linn Operating, Inc.
600 Travis Street
Houston, Texas 77002
Attn: General Counsel
Phone: (281) 840-4000
E-mail: cwells@linnenergy.com

Kirkland & Ellis LLP
600 Travis Street, Suite 3300
Houston, Texas 77002
Attn: Anthony Speier, P.C.; David M. Castro, Jr.
Phone: (713) 835-3607; (713) 835-3609
E-mail: anthony.speier@kirkland.com
david.castro@kirkland.com

(ii) If to Berry:

Berry Petroleum Company, LLC
5201 Truxtun Avenue, Suite 100
Bakersfield, California 93309
Attn: Arthur T. Smith, Chief Executive Officer
Phone: (214) 384-3966
E-mail: tsmith@bry.com

with a copy (which shall not constitute notice) to:

Norton Rose Fulbright US LLP
1301 McKinney, Suite 5100
Houston, Texas 77010-3095
Attn: John G. Mauel, Partner
Phone: (713) 651-5173
E-mail: john.mauel@nortonrosefulbright.com

(B) Any notice required under Article 1 shall be delivered in the manner described by paragraph (A) of this Section 9.8 when delivered to:

(i) If to LINN, then to:

Linn Operating, Inc.
600 Travis Street
Houston, Texas 77002
Attn: Jamin McNeil
Phone: 281-840-4000
E-mail: 281-840-4000

with copies (which shall not constitute notice) to:

Linn Operating, Inc.
600 Travis Street
Houston, Texas 77002
Attn: General Counsel
Phone: (281) 840-4000
E-mail: cwells@linnenergy.com

(ii) If to Berry:

Berry Petroleum Company, LLC
5201 Truxtun Avenue, Suite 100
Bakersfield, California 93309
Attn: Arthur T. Smith, Chief Executive Officer
Phone: (214) 384-3966
E-mail: tsmith@bry.com

with a copy (which shall not constitute notice) to:

Norton Rose Fulbright US LLP
1301 McKinney, Suite 5100
Houston, Texas 77010-3095
Attn: John G. Mauel, Partner
Phone: (713) 651-5173
E-mail: john.mauel@nortonrosefulbright.com

9.9 Independent Contractor. LINN shall act solely as independent contractors, and nothing herein shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, broker or finder, or joint venturers as between Berry and LINN. Except as expressly provided herein, neither Party shall have any right or authority, and shall not attempt to enter into any contract, commitment, or agreement or to incur any debt or liability of any nature, in the name of or on behalf of the other Party.

9.10 No Third Party Beneficiaries. Except as expressly provided herein, nothing in this Agreement shall entitle any Person other than the Parties, the LINN Indemnified Parties, and the Berry Indemnified Parties, or their respective successors and assigns, to any claim, cause of action, remedy, or right of any kind under this Agreement.

9.11 Execution in Counterparts. This Agreement may be executed simultaneously in two or more counterparts (including by means of facsimile or email of a portable document format (pdf) of the signature pages), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

9.12 No Strict Construction. Berry and LINN participated jointly in the negotiation and drafting of this Agreement, and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by Berry and LINN, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsperson shall be applied against either Party with respect to this Agreement.

9.13 Force Majeure. Continued performance of a portion of the Services may be suspended immediately to the extent such performance is prevented by any event or condition beyond the reasonable control of LINN, including acts of God, fire, labor strike or trade disturbance, war, terrorism, civil commotion, inability to procure labor, unavailability of equipment, compliance in good faith with any Applicable Law (whether or not it later proves to be invalid), or any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of LINN (a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, LINN shall (i) use all reasonable efforts to

mitigate the effect of such Force Majeure Event, (ii) give notice to Berry of the occurrence of the Force Majeure Event giving rise to the suspension and of its nature and anticipated duration, and (iii) during such Force Majeure Event, shall keep Berry reasonably advised of its efforts to overcome such Force Majeure Event.

9.14 Interpretation. Unless otherwise expressly provided in this Agreement, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded, and if the last day of such period is a day other than a Business Day, then the period in question shall end on the next succeeding Business Day;

(ii) Dollars. Any reference in this Agreement to $ means United States dollars;

(iii) Exhibits and Schedules. All Exhibits and Schedules attached or annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein, and any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein shall be defined as set forth in this Agreement;

(iv) Gender and Number. Any reference in this Agreement to gender includes all genders, and words imparting the singular number only include the plural and vice versa;

(v) Headings. The division of this Agreement into Articles, Sections, and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement, and all references in this Agreement to any “Section” or “Article” are to the corresponding Section or Article of this Agreement unless otherwise specified;

(vi) Herein. Words such as “herein,” “hereof,” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires;

(vii) Including. The word “including” or any variation thereof means “including, without limitation,” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; and

(viii) Statute. Unless otherwise specified, references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any rules or regulations promulgated thereunder.

9.15 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement is not performed in accordance with the terms hereof, including if LINN fails to perform the Services or to take any other action required of it hereunder, and that the Parties shall be entitled to an injunction or injunctions without proof of damages or posting a bond or other security to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled under Applicable Law or in equity. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a Party from pursuing other rights and remedies to the extent available under this Agreement, under Applicable Law or in equity. The right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, neither LINN nor Berry would have entered into this Agreement.

9.16 Confidentiality. The terms of this Agreement and any information obtained pursuant to this Agreement shall be kept confidential by the Parties, except (i) disclosure of matters that become a matter of public record as a result of the bankruptcy case referenced in the Recitals and the filings related thereto, (ii) to the extent required by Applicable Law, (iii) to the extent that this Agreement is the subject of an action for enforcement of its terms or for the breach thereof, or (iv) to the extent that disclosure of this Agreement is required by a court of law. In the event that disclosure as described in the preceding clause (iv) is sought, the Party from whom it is sought shall immediately notify the other Party, and shall diligently pursue protection of the confidentiality of the information sought to be disclosed through objections to disclosure, motions for protective orders and other protections provided by rule of Applicable Law.

9.17 Joint and Several Liability. Each of LOI, LM, Linn Energy, LC, LEF, LEH, LE&PM, LEM, LME, MC-I, MC-II, MCH-I and MCH-II shall be collectively responsible for, and shall have joint and several liability under this Agreement with respect to, the obligations of LINN under this Agreement.

9.18 Expenses. Other than as expressly set forth in this Agreement, the Parties shall bear their own respective expenses (including all compensation and expenses of counsel, financial advisors, consultants, actuaries and independent accountants) incurred in connection with this Agreement and the transactions contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned representatives of each of the Parties has executed this Agreement on the date first above written to be effective for all purposes as of the Effective Date.

Berry:

BERRY PETROLEUM COMPANY, LLC

By: /s/ Arthur T. Smith
Name: Arthur T. Smith
Title: Chief Executive Officer

LINN:

LINN OPERATING, INC.

By: /s/ Arden L. Walker, Jr.
Name: Arden L. Walker, Jr.
Title: Executive Vice President and Chief Operating Officer

LINN MIDSTREAM, LLC

By: /s/ Arden L. Walker, Jr.
Name: Arden L. Walker, Jr.
Title: Executive Vice President and Chief Operating Officer

LINN ENERGY, LLC

By: /s/ Arden L. Walker, Jr.
Name: Arden L. Walker, Jr.
Title: Executive Vice President and Chief Operating Officer

LINNCO, LLC

By: /s/ Arden L. Walker, Jr.
Name: Arden L. Walker, Jr.
Title: Executive Vice President and Chief Operating Officer

LINN ENERGY FINANCE CORP.

By: /s/ Arden L. Walker, Jr.
Name: Arden L. Walker, Jr.
Title: Executive Vice President and Chief Operating Officer

LINN EXPLORATION & PRODUCTION MICHIGAN LLC

By: /s/ Arden L. Walker, Jr.
Name: Arden L. Walker, Jr.
Title: Executive Vice President and Chief Operating Officer

LINN EXPLORATION MIDCONTINENT, LLC

By: /s/ Arden L. Walker, Jr.
Name: Arden L. Walker, Jr.
Title: Executive Vice President and Chief Operating Officer

LINN MIDWEST ENERGY LLC

By: /s/ Arden L. Walker, Jr.
Name: Arden L. Walker, Jr.
Title: Executive Vice President and Chief Operating Officer

MID-CONTINENT I, LLC

By: /s/ Arden L. Walker, Jr.
Name: Arden L. Walker, Jr.
Title: Executive Vice President and Chief Operating Officer

MID-CONTINENT II, LLC

By: /s/ Arden L. Walker, Jr.
Name: Arden L. Walker, Jr.
Title: Executive Vice President and Chief Operating Officer

MID-CONTINENT HOLDINGS I, LLC

By: /s/ Arden L. Walker, Jr.
Name: Arden L. Walker, Jr.
Title: Executive Vice President and Chief Operating Officer

MID-CONTINENT HOLDINGS II, LLC

By: /s/ Arden L. Walker, Jr.
Name: Arden L. Walker, Jr.
Title: Executive Vice President and Chief Operating Officer

LINN ENERGY HOLDINGS, LLC

By: /s/ Arden L. Walker, Jr.
Name: Arden L. Walker, Jr.
Title: Executive Vice President and Chief Operating Officer

Exhibit A

DEFINITIONS

"**AAA**" means the American Arbitration Association.

"**Access Period**" shall have the meaning ascribed to it in Section 4.1.

"**Accounting Period**" means the Transition Period (as the same may be extended pursuant to Section 2.9) through the date that is the last day of the second full calendar month thereafter.

"**AFE**" shall have the meaning ascribed to it in Section 1.2.

"**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly (through one or more intermediaries) Controls, is Controlled by, or is under common Control with, such specified Person.

"**Agreement**" shall have the meaning ascribed to it in the Preamble.

"**Applicable Law**" means any applicable principle of common law, statute, law, rule, regulation, ordinance, order, code, ruling, writ, injunction, decree or other official act of or by any Governmental Authority.

"**Assigned Operating Contract**" shall have the meaning ascribed to it in paragraph (C) of Section 3.2.

"**Available Employee**" means any employee listed on Schedule 6.

"**Berry**" shall have the meaning ascribed to it in the Preamble.

"**Berry Assets**" shall have the meaning ascribed to it in paragraph (B) of Section 3.1.

"**Berry Consensual Plan**" shall have the meaning ascribed to it in the Recitals.

"**Berry Contracts**" shall have the meaning ascribed to it in clause (v) of paragraph (C) of Section 3.1.

"**Berry Employee**" means any employee designated as a "Berry Employee" on Schedule 6.

"**Berry Equipment**" shall have the meaning ascribed to it in clause (ii) of paragraph (C) of Section 3.1.

"**Berry Estate**" shall have the meaning given to the term "Berry Debtors' Estate" in the LINN Consensual Plan.

"**Berry Facilities**" shall have the meaning ascribed to it in clause (iv) of paragraph (B) of Section 3.1.

"**Berry G&G Data**" shall have the meaning ascribed to it in clause (vi) of paragraph (C) of Section 3.1.

"**Berry Indemnified Parties**" shall have the meaning ascribed to it in paragraph (A) of Section 6.2.

"**Berry Leasehold and Mineral Interests**" shall have the meaning ascribed to it in clause (i) of paragraph (B) of Section 3.1.

"**Berry-LINN Employee**" means any employee designated as a "Berry-LINN Employee" on Schedule 6.

"**Berry Operating Contracts**" shall have the meaning ascribed to it in paragraph (A) of Section 3.2.

"**Berry Operating Equipment**" shall have the meaning ascribed to it in paragraph (A) of Section 3.5.

"**Berry Operating Property**" shall have the meaning ascribed to it in paragraph (A) of Section 3.5.

"**Berry Operating Yard Equipment**" shall have the meaning ascribed to it in paragraph (A) of Section 3.5.

"**Berry Permits**" shall have the meaning ascribed to it in clause (iv) of paragraph (C) of Section 3.1.

"**Berry Properties**" shall have the meaning ascribed to it in clause (ii) of paragraph (B) of Section 3.1.

"**Berry Receivables**" means all expenditures incurred by Berry (or LINN or its Affiliate on behalf of Berry) in connection with the ownership, operation and maintenance of the Berry Properties (including rentals, overhead, royalties, Lease option and extension payments, Taxes and other charges and expenses billed under applicable operating agreements or governmental statute(s)) and billed by Berry (or LINN or its Affiliate on behalf of Berry) to Third Party working interest owners, which remain outstanding and owed to Berry (or LINN or its Affiliate on behalf of Berry);

"**Berry Records**" shall have the meaning ascribed to it in clause (ix) of paragraph C of Section 3.1.

"**Berry Related Assets** shall have the meaning ascribed to it in paragraph C of Section 3.1.

"**Berry Severance Fees**" shall have the meaning ascribed to it in Section 4.3.

"**Berry Shared Contracts**" shall have the meaning ascribed to it in paragraph (A) of Section 3.2.

"**Berry Software**" shall have the meaning ascribed to it in clause (xii) of paragraph (C) of Section 3.1.

"**Berry Statement of Assets and Liabilities**" shall have the meaning ascribed to it in the Recitals.

"**Berry Wells**" shall have the meaning ascribed to it in clause (ii) of paragraph (B) of Section 3.1.

"**Business Day**" means any day, other than Saturday or Sunday, on which commercial banks are open for commercial business with the public in the state(s) in which the Berry Assets are located and Houston, Texas.

"**Cash Call**" shall have the meaning ascribed to it in paragraph (A) of Section 5.3.

"**Change of Operator Forms**" shall have the meaning ascribed to it in clause (i) of Section 3.3.

"**Claim**" means any claim, demand, liability, suit, cause of action (whether in contract, tort otherwise), loss, cost, and expense of every kind and character.

"**Contract**" means any agreement, contract, obligation, promise or undertaking (other than a Lease or other instrument creating or evidencing an interest in the Berry Properties) related to or used in connection with the operations of any Berry Properties that is legally binding.

"**Control**" means the ability (directly or indirectly through one or more intermediaries) to direct or cause the direction of the management or affairs of a Person, whether through the ownership of voting interests, by contract or otherwise.

"**COPAS**" shall mean the Council of Petroleum Accountants Societies, Inc.

"**Current Month Settlement**" shall have the meaning ascribed to it in Section 5.4.

"**Dispute**" shall have the meaning ascribed to it in Section 8.1.

"**Effective Date**" shall have the meaning ascribed to it in the Berry Consensual Plan.

"**Excluded LINN Records and Data**" means (a) the general corporate files and records of LINN and its non-Berry Affiliates, insofar as they relate to the business of LINN or its non-Berry Affiliate generally and are not required for the future ownership or operation of the Berry Assets; (b) all legal files and records (other than title opinions) other than legal files directly related to Claims associated with Berry or the Berry Assets; (c) federal or state income, franchise or margin tax files and records of LINN or its non-Berry Affiliates; (d) employee files (other than any employee files for Available Employees hired by Berry pursuant to Article 4 that may

be transferred to Berry without violating Applicable Law); (e) reserve evaluation information or economic projections other than those related specifically to the Berry Assets; (f) records relating to the sale of the Berry Assets, including competing bids (g) proprietary data, information and data under contractual restrictions on assignment or disclosure for which no consent has been given; (h) privileged information (other than title opinions) and (i) any other files or records to the extent relating solely to any property or activities of LINN or its non-Berry affiliates.

"**Final Settlement Statement**" shall have the meaning ascribed to it in Section 5.8.

"**Force Majeure Event**" shall have the meaning ascribed to it in Section 9.13.

"**Full Management Fee**" shall have the meaning ascribed to it in paragraph (B) of Section 5.2.

"**Governmental Authority**" means any court or tribunal (including an arbitrator or arbitral panel) in any jurisdiction (domestic or foreign) or any federal, tribal, state, county, municipal or other governmental or quasi-governmental body, agency, authority, department, board, commission, bureau, official or other authority or instrumentality.

"**Hill Field Offices**" shall have the meaning ascribed to it in clause (i) of paragraph (C) of Section 3.1.

"**Hugoton Field Offices**" means the real property described on Schedule 11 and all field offices located thereon.

"**Hydrocarbons**" means oil, gas, minerals, and other gaseous and liquid hydrocarbons, or any combination of the foregoing, produced from and attributable to the Berry Properties.

"**Independent Expert**" shall have the meaning ascribed to it in paragraph (A) of Section 8.3.

"**Lease**" means any oil and gas lease, oil, gas and mineral lease or sublease, or other leasehold interest, and the leasehold estates created thereby, including carried interests, rights of recoupment, options, reversionary interests, convertible interests and rights to reassignment.

"**Leasehold Interest**" means, with respect to a Lease, a working or other interest in and to such Lease.

"**LC**" shall have the meaning ascribed to it in the Preamble.

"**LEF**" shall have the meaning ascribed to it in the Preamble.

"**LEH**" shall have the meaning ascribed to it in the Preamble.

"**LEM**" shall have the meaning ascribed to it in the Preamble.

"**LE&PM**" shall have the meaning ascribed to it in the Preamble.

"**Letters in Lieu"** shall have the meaning ascribed to it in clause (ii) of Section 3.3.

"**Liabilities**" means any and all claims, rights, demands, causes of action, liabilities, obligations, damages, losses, fines, penalties, sanctions of every kind and character (including reasonable fees and expenses of attorneys, technical experts and expert witnesses), judgments or proceedings of any kind or character whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and whether arising or founded in Applicable Law or voluntary settlement, and all reasonable expenses, costs and fees (including reasonable attorneys' fees) in connection therewith.

"**Limited Management Fee**" shall have the meaning ascribed to it in paragraph (B) of Section 5.2.

"**LINN**" shall have the meaning ascribed to it in the Preamble.

"**LINN Consensual Plan**" shall have the meaning ascribed to it in the Recitals.

"**LINN Estate**" shall have the meaning given to the term "Linn Debtors' Estate" in the LINN Consensual Plan.

"**Linn Energy**" shall have the meaning ascribed to it in the Preamble.

"**LINN Indemnified Parties**" shall mean LINN and its Affiliates, and its and their equity holders, directors, officers, employees, consultants, accountants, counsel, advisors, and agents.

"**LM**" shall have the meaning ascribed to it in the Preamble.

"**LME**" shall have the meaning ascribed to it in the Preamble.

"**LOI**" shall have the meaning ascribed to it in the Preamble.

"**Management Fee**" shall have the meaning ascribed to it in paragraph (B) of Section 5.2.

"**MC-I**" shall have the meaning ascribed to it in the Preamble.

"**MC-II**" shall have the meaning ascribed to it in the Preamble.

"**MCH-I**" shall have the meaning ascribed to it in the Preamble.

"**MCH-II**" shall have the meaning ascribed to it in the Preamble.

"**Mineral Interest**" means any mineral fee interest, mineral right or mineral servitude, including non-participating royalty interests and other rights of a similar nature, whether legal or equitable, whether vested or contingent.

"**Mirrored Licenses**" shall have the meaning ascribed to it in paragraph (B) of Section 1.13.

"**Monthly Settlement Statement**" shall have the meaning ascribed to it in Section 5.4.

"**Monthly Statement**" shall have the meaning ascribed to it in Section 1.11.

"**New Production Environment**" shall have the meaning ascribed to it in Section 1.13(B) of Exhibit B.

"**Non-Operated Berry Properties**" shall mean the portion of the Berry Properties currently operated by a Third Party or operated by LINN as an agent for a Person other than Berry, as so identified on Schedule 1 and Schedule 2 (which Non-Operated Berry Properties include the Hugoton properties and do not include the Hill properties).

"**Non-Party Affiliate**" shall have the meaning ascribed to it in Section 9.5.

"**Offer Period**" shall have the meaning ascribed to it in Section 4.2.

"**Operated Berry Properties**" shall mean that portion of the Berry Properties currently operated by LINN as agent for Berry, as so identified on Schedule 1 and Schedule 2 (which Operated Berry Properties include the Hill properties and do not include the Hugoton properties).

"**Operating Property Amount**" shall have the meaning ascribed to it in paragraph (C) of Section 3.5.

"**Party**" or "**Parties**" shall have the meaning ascribed to it in the Preamble.

"**Person**" means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, estate, trust, association, organization or other entity or Governmental Authority.

"**Reference Period**" shall have the meaning ascribed to it in Section 1.

"**Reimbursement Expenses**" shall have the meaning ascribed to it in paragraph (A) of Section 5.2.

"**Representatives**" shall mean LINN's existing personnel, including its current employees, contractors, attorneys, agents, representatives, and consultants.

"**Rules**" shall have the meaning ascribed to it in paragraph (A) of Section 8.3.

"**Separation Period**" means the period between the first day following the Transition Period (as the same may be extended pursuant to Section 2.9) and the end of the Accounting Period.

"**Service Fees**" shall have the meaning ascribed to it in paragraph (B) of Section 5.2.

"**Services**" shall have the meaning ascribed to it in Section 1.

"**Surface Rights**" means all surface leases, subsurface leases, rights-of-way, licenses, easements and other surface or subsurface rights agreements applicable to, used, or held in connection with the ownership, operation, maintenance or repair of, or the production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from, the Berry Properties, together with all surface fee interests in the lands covered by the Berry Leasehold and Mineral Interests.

"**Suspense Funds**" means proceeds of production and associated penalties and interest in respect of any of the Operated Berry Properties that are payable to Third Parties and are being held in suspense by LINN as the operator of such Operated Berry Properties.

"**Term**" shall have the meaning ascribed to it in paragraph (A) of Section 5.1.

"**Third Party**" means any Person other than Berry or LINN or any of their Affiliates.

"**Transferred Hardware**" means the equipment described on Schedule 8, unless Berry notifies LINN in writing within 30 days after the Effective Date that Berry does not want one or more items on Schedule 8 to be included as Transferred Hardware.

"**Transition JIB Balance**" shall have the meaning ascribed to it in Section 5.6.

"**Transition Period**" means the period from the Effective Date through the date that is the last day of the second full calendar month after the Effective Date (as the same may be extended pursuant to Section 2.9).

"**Vehicles**" shall have the meaning ascribed to it in clause (xiv) of paragraph (C) of Section 3.1.

Exhibit B

SERVICES

#	Service	General Description
1.1	Operator Services	• Manage and oversee day-to-day operation of the Operated Berry Properties, including operation and management of existing wells, structures, equipment, and facilities • Supervise personnel, subcontractors, suppliers, vendors, etc. • Monitor production and prepare and submit any necessary forms or reports as required by regulatory agencies • Dispose of all salt water and waste materials • Perform field operations • Account for and disburse production (limited to the production of Hydrocarbons from the Berry Assets prior to the end of the Transition Period) • Administer the Suspense Funds; provided, however, that Berry will assume the Suspense Funds (including any escheatment obligations related thereto) as of the first day following the Transition Period; provided, however, further, that prior to the end of the Transition Period, LINN will provide, or cause to be provided, any and all documentation in LINN's possession necessary for Berry to administer the Suspense Funds following the end of the Transition Period
1.2	Non-Operator Services	• Monitor operation of the Non-Operated Berry Properties • Collect revenues on behalf of Berry • Review operating expense statements; request additional information from, and address any concerns with, the Third Party operators (if necessary); and pay applicable operating expenses • Process non-operated joint interest billing invoices
1.3	Permits	• Maintain all Permits • Take reasonable action necessary to transfer or assign all Berry Permits held in the name of LINN, contingent upon Berry's obligations described in Sections 1.3 and paragraph (A) of 3.4)

#	Service	General Description
1.4	Transportation and Marketing	• Manage (or, if applicable, oversee provision by a Third Party approved by Berry of) midstream services, transportation and marketing services, gas control services, and other similar services to physically and financially sell the production from the Operated Berry Properties
1.5	Well Maintenance	• Provide supervision for all workover operations, recompletion operations, and any type of remedial operation or well service operation with respect to the Operated Berry Properties • Contract with supervisory personnel for onsite supervision as required (but in no event will LINN be required to add contract onsite supervision above the level of supervision currently provided) • Establish and maintain well files containing information on operations performed in connection with each such well
1.6	Payment Services	• Pay lease rentals, shut-in royalties, minimum royalties, payments in lieu of production, royalties, overriding royalties, production payments, net profit payments, and other similar payments associated with the Operated Berry Properties; provided, however, that, in the case of payments related to production from the Operated Berry Properties other than shut-in payments during the Term, these obligations shall be limited to payment obligations arising from production from the Operated Berry Properties prior to the end of the Transition Period • Pay operating costs and invoices that are required to be paid under the terms and provisions of the applicable agreements and which are attributable to the ownership, operation, use, or maintenance of the Berry Properties

1.7	Lease and Land Administration	• Provide all land, land administration, lease, and title services with respect to the Berry Properties, in each case in the ordinary course of LINN's business and in no case requiring additional services beyond those currently performed by LINN, including:
		  • Administer all leases and agreements relating to the Berry Properties
		  • Maintain and update all lease, ownership, contract and property records and databases relating to the Berry Properties through changes received at the end of the second calendar month following the Effective Date to the extent practicable

#	Service	General Description
		• Generate, verify, process, approve and sign (provided that Berry has provided LINN a special power of attorney authorizing LINN to sign on Berry's behalf) all internal and external division orders and transfer orders required in the normal course of business • Identify, pay and appropriately invoice all rentals, surface, right of way, shut-in and other similar payments required by the leases or other agreements relating to the Berry Properties • Maintain all land, contract, division of interest, lease files, and other files relating to the subject lands, lease and land administration functions • Maintain and update all royalty and suspense accounts, reports and databases • Perform such other reasonable and customary administrative services as LINN administers or causes to be administered to maintain the leases or agreements relating to the Berry Properties in the ordinary course of its business
1.8	Regulatory Affairs	• Provide services to comply with all regulatory requirements applicable to the Berry Properties • Prepare all federal, state, regulatory and other monthly production reports related to production of Hydrocarbons from the Berry Properties prior to the end of the Transition Period; copies of said reports will be provided to Berry • Maintain incident management reporting processes in LINN's ordinary course of business and maintain all existing safety practices, which could include all or any of the following: internal reports, OSHA filings, safety standard operating procedures (SOPs), emergency response protocols, chemical exposure and hearing testing, drug and alcohol programs, incident follow-up and other activities to provide health and safety training; provided, however, that nothing herein will require LINN to adopt new practices or change its existing practices

#	Service	General Description
1.9	Plugging and Abandonment	• Obtain necessary non-operated working interest owner approval and regulatory permits to abandon any wells included in the Operated Berry Properties when required by applicable law to be abandoned during the Transition Period • Provide supervision for abandonment operations and file all necessary abandonment reports after the completion of the abandonment operations
1.10	Environmental Compliance	• If LINN discovers instances of non-compliance with environmental, health, or safety laws, rules, or regulations, notify Berry of such non-compliance • [insert any reviews, audits or other queries required to be undertaken during the Transition Period as referenced in Section 1.10]
1.11	Bookkeeping; Finance and Treasury; Accounting	• Assist with internal reporting, management of general ledger functions, asset and real property accounting, treasury and financial management services, maintenance of capital expenditure, and other operating budgets for production from the Berry Properties prior to the conclusion of Transition Period • Monthly net lease operating statement reporting, including reasonable volume, pricing, revenue, and expense supporting detail on the 15th day after each month end during the Accounting Period • Production and regulatory reporting related to the Berry Properties (limited to reporting related to the Berry Properties or production from the Berry Properties prior to the conclusion of the Transition Period) • Prepare joint interest accounting and billings associated with the Berry Properties for periods prior to the end of the Transition Period • Perform AFE tracking and status reporting relating to the Berry Properties during the Transition Period • Perform gas balancing relating to the Berry Properties for periods and related to production prior to the end of the Transition Period • Perform working interest and royalty owner disbursements for production from the Berry Properties prior to the end of the Transition Period • Provide collection of accounts receivable associated with the Berry Properties relative only to periods and production prior to the end of the Transition Period

#	Service	General Description
		• Provide any reports currently prepared in the ordinary course of LINN's business related to the Berry Properties that are practicably segregated to the Berry Properties in generally the same manner and timing as currently prepared by LINN; provided that in the case of reports related to payments for production of hydrocarbons, such reports will be limited to production from the Berry Properties prior to the end of the Transition Period
		• Calculate, file, and remit severances taxes associated with the production from the Berry Properties prior to the end of the Transition Period
		• Provide production accounting services associated with the Berry Properties for production from the Berry Properties prior to the end of the Transition Period
		• Provide revenue accounting services related to the Berry Properties for production from the Berry Properties prior to the end of the Transition Period
		• Provide audit function support services associated with the Berry Properties related to periods or production prior to the end of the Transition Period, limited to responsive audits and excluding any audit initiated by Berry
		• Process joint interest billings associated with the Non-Operated Berry Properties related to periods prior to the end of the Transition Period
		• Provide payout accounting services associated with the Berry Properties related to periods prior to the end of the Transition Period
1.12	Real Estate; Facilities	• Manage all real estate and facilities that are part of the Berry Estate in connection with the operation of the Berry Properties

#	Service	General Description
1.13(A) Part One	Information Technology Systems – Standard Term Support During Transition Period	• Provide IT-related infrastructure (hardware, software, network, security, etc.), technical expertise, and services necessary to maintain the operations of the Berry Properties • Provide consultation regarding the migration to Berry's information systems in respect to operation of the Berry Properties
1.13(A) Part Two	Information Technology Systems – Standard Term Support During Accounting Period	• Provide IT data from LINN systems in their native or export format • Provide continuing e-mail services for LINN employees performing Services under this Agreement • Provide extraction of Berry Asset related application data and transmittal of this data to Berry in their native or export format
1.13(B)	Information Technology Systems – Optional Additional Support	• Create a copy of the database(s) in existing Transferred Hardware environment, specifically related to P2 and field view (the "**New Production Environment**") • Provide limited access to no more than [three] of Berry's personnel to the New Production Environment for the limited purposes of (i) configuring the New Production Environment, (ii) loading Berry Asset related data provided by LINN under Section 1.13(A) of this Exhibit B to the New Production Environment, and (iii) creating user security permissions for New Production Environment
1.14	Tax	• Assist with, and maintain proper documentation for, the collection and remittance of federal, state, and local sales, use, and ad valorem taxes • Prepare and distribute 1099 forms for owners for all activity for the time period LINN is responsible for the related distributions and disbursements
1.15	Corporate Contracts	• Perform, administer, and maintain existing contractual arrangements with respect to the Berry Assets and the Services performed hereunder

#	Service	General Description
1.16	Records Retention	• Provide necessary assistance in the storage and retrieval of documentation and backup information to the extent related to the Berry Assets and the Services performed hereunder • Provide, upon request from Berry, any portion of Records not already provided, including but not limited to financial information from prior periods (to the extent such information requested exists in LINN's financial reporting system and to the extent such information is included within the definition of Records) • Provide other types of historical data to Berry as reasonably needed in connection with Berry's audit and tax compliance activities, government reporting, or other Third Party inquiries
1.17	Transition	• Cooperate and assist in transition to Berry of Services provided by LINN under this Agreement • Provide data and information (*e.g.*, accounting, division of interest, land data, production data, etc.) utilized by LINN in connection with this Agreement • Provide the information that is available to LINN for Berry to begin revenue distribution, joint interest billings, and payment of capital and operating expenses, taxes, shut-in payments, etc., in each case to the extent related to the Berry Properties
1.18	HR; Employee Benefits; Payroll	• Continue to perform administration and management of human resources, employee benefits programs, and payroll services and function for LINN's employees and independent contractors • Comply with workers compensation laws and carry and maintain other customary insurance

Exhibit C

FORM OF SETTLEMENT STATEMENT
FOR THE PERIOD (MONTHLY DURING TRANSITION PERIOD)

CALCULATION OF CASH TRANSFERRED:	
Net revenues (as per paragraph (i) of Section 5.4)	$XXX
less direct operating expenses (as per paragraph (ii) of Section 5.4)	XXX
plus COPAS recoveries (as per paragraph (iii) of Section 5.4)	XXX
less capital expenditures (as per paragraph (iv) of Section 5.4)	XXX
less bonus, lease rentals, shut-in payments, and other charges (as per paragraph (v) of Section 5.4)	XXX
less Reimbursement Expenses (as per paragraph (A) of Section 5.2)	XXX
less Management Fee (as per paragraph (B) of Section 5.2)	XXX
less unpaid amounts due under Section 5.2 (as per paragraph (viii) of Section 5.4)	XXX
less Berry Severance Fee(as per Section 4.3)	XXX
plus or less Other (itemized) (as per paragraph (xi) of Section 5.4)	XXX
CURRENT MONTH SETTLEMENT	$XXX

Exhibit D

BERRY INSURANCE COVERAGE

[EXHIBIT FOLLOWS]

Exhibit E

MIRRORED LICENSES

[EXHIBIT FOLLOWS]

Exhibit F

BILL OF SALE

[EXHIBIT FOLLOWS]

Exhibit G

SPECIAL WARRANTY DEED

[EXHIBIT FOLLOWS]

Exhibit 10.8

A.A.P.L. FORM 610 - 1989

MODEL FORM OPERATING AGREEMENT

OPERATING AGREEMENT

DATED

February 28, 2017,
year

OPERATOR **Linn Operating, Inc.**

CONTRACT AREA **Hugoton (See Exhibit "A" hereto)**

COUNTY OR PARISH OF _____, STATE OF **Kansas**

A.A.P.L. NO. 610 – 1989

TABLE OF CONTENTS

TABLE OF CONTENTS

A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMENT - 1989

OPERATING AGREEMENT

THIS AGREEMENT, entered into by and between Linn Operating, Inc. , hereinafter designated and referred to as "Operator," and the signatory party or parties other than Operator, sometimes hereinafter referred to individually as "Non-Operator," and collectively as "Non-Operators."

WITNESSETH:

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the land identified in Exhibit "A," and the parties hereto have reached an agreement to explore and develop these Leases and/or Oil and Gas Interests for the production of Oil and Gas to the extent and as hereinafter provided,

NOW, THEREFORE, it is agreed as follows:

ARTICLE I.
DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them:

A. The term "AFE" shall mean an Authority for Expenditure prepared by a party to this agreement for the purpose of estimating the costs to be incurred in conducting an operation hereunder.

B. The term "Completion" or "Complete" shall mean a single operation intended to complete a well as a producer of Oil and Gas in one or more Zones, including, but not limited to, the setting of production casing, perforating, well stimulation and production testing conducted in such operation.

C. The term "Contract Area" shall mean all of the lands, Oil and Gas Leases and/or Oil and Gas Interests intended to be developed and operated for Oil and Gas purposes under this agreement. Such lands, Oil and Gas Leases and Oil and Gas Interests are described in Exhibit "A."

D. The term "Deepen" shall mean a single operation whereby (1) a well is drilled to an objective Zone below the deepest Zone in which the well was previously drilled, or below the Deepest Zone proposed in the associated AFE or (2) a horizontal well is drilled to a distance greater than 105% of the proposed length in the associated AFE or requires an additional frac stage. ~~, whichever is the lesser~~.

E. The terms "Drilling Party" and "Consenting Party" shall mean a party who agrees to join in and pay its share of the cost of any operation conducted under the provisions of this agreement.

F. The term "Drilling Unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. If a Drilling Unit is not fixed by any such rule or order, a Drilling Unit shall be the drilling unit as established by the pattern of drilling in the Contract Area unless fixed by express agreement of the Drilling Parties.

G. The term "Drillsite" shall mean the Oil and Gas Lease or Oil and Gas Interest on which a proposed well is to be located and, in the case of a horizontal well, shall include each Oil and Gas Lease and each Oil and Gas Interest through which a lateral wellbore is or will be drilled.

~~H. The term "Initial Well"shall mean the well required to be drilled by the parties hereto as provided in Article VI.A.~~

I. The term "Non-Consent Well" shall mean a well in which less than all parties have conducted an operation as provided in Article VI.B.2.

J. The terms "Non-Drilling Party" and "Non-Consenting Party" shall mean a party who elects not to participate in a proposed operation.

K. The term "Oil and Gas" shall mean oil, gas, casinghead gas, gas condensate, and/or all other liquid or gaseous hydrocarbons and other marketable substances produced therewith, unless an intent to limit the inclusiveness of this term is specifically stated.

L. The term "Oil and Gas Interests" or "Interests" shall mean unleased fee and mineral interests in Oil and Gas in tracts of land lying within the Contract Area which are owned by parties to this agreement.

M. The terms "Oil and Gas Lease," "Lease" and "Leasehold" shall mean the oil and gas leases or interests therein covering tracts of land lying within the Contract Area which are owned by the parties to this agreement.

N. The term "Plug Back" shall mean a single operation whereby a deeper Zone is abandoned in order to attempt a Completion in a shallower Zone and, with respect to horizontal wells, includes an operation whereby the producing interval of such well is reduced from its current total measured depth or length.

O. The term "Recompletion" or "Recomplete" shall mean an operation whereby a Completion in one Zone is abandoned in order to attempt a Completion in a different Zone within the existing wellbore.

P. The term "Rework" shall mean an operation conducted in the wellbore of a well after it is Completed to secure, restore, or improve production in a Zone which is currently open to production in the wellbore. Such operations include, but are not limited to, well stimulation operations squeeze jobs, acid jobs or reperforations but exclude any routine repair or maintenance work or drilling, Sidetracking, Deepening, Completing, Recompleting, or Plugging Back of a well.

Q. The term "Sidetrack" shall mean with respect to vertical wellbores, the directional control and intentional deviation of a well from vertical so as to change the bottom hole location and, with respect to horizontal wellbores, an operation by which a lateral wellbore is drilled off of the horizontal wellbore, in each case, unless done to straighten the hole or drill around junk in the hole or to overcome other mechanical difficulties.

R. The term “Zone” shall mean a stratum of earth containing or thought to contain a common accumulation of Oil and Gas separately producible from any other common accumulation of Oil and Gas.

Unless the context otherwise clearly indicates, words used in the singular include the plural, the word “person” includes natural and artificial persons, the plural includes the singular, and any gender includes the masculine, feminine, and neuter.

ARTICLE II.
EXHIBITS

The following exhibits, as indicated below and attached hereto, are incorporated in and made a part hereof:

X A. Exhibit “A,” shall include the following information:
(1) Description of lands subject to this agreement,
(2) Restrictions, if any, as to depths, formations, or substances,
(3) Parties to agreement with addresses, email addresses and telephone numbers for notice purposes,
(4) Percentages or fractional interests of parties to this agreement,
(5) Oil and Gas Leases and/or Oil and Gas Interests subject to this agreement,
(6) Burdens on production.

~~B. Exhibit “B,” Form of Lease.~~

X C. Exhibit “C,” Accounting Procedure.

X D. Exhibit “D,” Insurance.

X E. Exhibit “E,” Gas Balancing Agreement.

X F. Exhibit “F,” Non-Discrimination and Certification of Non-Segregated Facilities.

~~G. Exhibit “G,” Tax Partnership.~~

X H. Other: Exhibit “H”, Memorandum of Operating Agreement and Financing Statement

If any provision of any exhibit, except Exhibits "E," and "F" ~~and "G,"~~ is inconsistent with any provision contained in ~~the body of this agreement~~ Articles I. through XVI.,~~,~~ the provisions in Articles I. through XVI.~~the body of this agreement~~ shall prevail.

ARTICLE III.
INTERESTS OF PARTIES

~~A. Oil and Gas Interests:~~

~~If any party owns an Oil and Gas Interest in the Contract Area, that Interest shall be treated for all purposes of this agreement and during the term hereof as if it were covered by the form of Oil and Gas Lease attached hereto as Exhibit "B," and the owner thereof shall be deemed to own both royalty interest in such lease and the interest of the lessee thereunder.~~

B. Interests of Parties in Costs and Production:

Unless changed by other provisions of this agreement, all costs and liabilities incurred in operations under this agreement shall be borne and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties as their interests are set forth in Exhibit "A." In the same manner, the parties shall also own all production of Oil and Gas from the Contract Area as their interests are set forth in Exhibit "A", subject, however, to the payment of royalties and other burdens on production as described hereafter.

Regardless of which party has contributed any Oil and Gas Lease or Oil and Gas Interest on which royalty or other burdens may be payable and except as otherwise expressly provided in this agreement, each party shall pay or deliver, or cause to be paid or delivered, all burdens on its share of the production from the Contract Area as of the date of this agreement ~~up to, but not in excess of,~~ and shall indemnify, defend and hold the other parties free from any liability therefor. ~~Except as otherwise expressly provided in this agreement, if any party has contributed hereto any Lease or Interest which is burdened with any royalty, overriding royalty, production payment or other burden on production in excess of the amounts stipulated above, such party so burdened shall assume and alone bear all such excess obligations and shall indemnify, defend and hold the other parties hereto harmless from any and all claims attributable to such excess burden. However, so long as the Drilling Unit for the productive Zone(s) is identical with the Contract Area, each party shall pay or deliver, or cause to be paid or delivered, all burdens on production from the Contract Area due under the terms of the Oil and Gas Lease(s) which such party has contributed to this agreement, and shall indemnify, defend and hold the other parties free from any liability therefor.~~

No party shall ever be responsible, ~~on a price basis higher than the price received by such party,~~ to any other party's lessor or royalty owner for the other party's royalty or other burden on production, and if such other party's lessor or royalty owner should demand and receive settlement ~~on a higher price basis~~ for such burden, the party contributing the affected Lease shall bear the ~~additional~~ royalty or other burden attributable to such settlement ~~higher price~~.

Nothing contained in this Article III.B. shall be deemed an assignment or cross-assignment of interests covered hereby, and in the event two or more parties contribute to this agreement jointly owned Leases, the parties' undivided interests in said Leaseholds shall be deemed separate leasehold interests for the purposes of this agreement.

C. Subsequently Created Interests: See also Article XVI.A.

If any party has contributed hereto a Lease or Interest that is burdened with an assignment of production given as security for the payment of money, or if, after the date of this agreement, any party creates an overriding royalty, production payment, net profits interest, assignment of production or other burden payable out of production attributable to its working interest hereunder, such burden shall be deemed a "Subsequently Created Interest." Further, if any party has contributed hereto a Lease or Interest burdened with an overriding royalty, production payment, net profits interests, or other burden payable out of production created prior to the date of this agreement, and such burden is not shown on Exhibit "A," such burden also shall be deemed a Subsequently Created Interest ~~to the extent such burden causes the burdens on such party's Lease or Interest to exceed the amount stipulated in Article III.B. above~~.

The party whose interest is burdened with the Subsequently Created Interest (the "Burdened Party") shall assume and alone bear, pay and discharge the Subsequently Created Interest and shall indemnify, defend and hold harmless the other parties from and against any liability therefor. Further, if the Burdened Party fails to pay, when due, its share of expenses chargeable hereunder, all provisions of Article VII.B. shall be enforceable against the Subsequently Created Interest in the same manner as they are enforceable against the working interest of the Burdened Party. If the Burdened Party is required under this agreement to assign or relinquish to any other party, or parties, all or a portion of its working interest and/or the production attributable thereto, said other party, or parties, shall receive said assignment and/or production free and clear of said Subsequently Created Interest, and the Burdened Party shall indemnify, defend and hold harmless said other party, or parties, from any and all claims and demands for payment asserted by owners of the Subsequently Created Interest.

ARTICLE IV.
TITLES

A. Title Examination:

Title examination (which may include title opinion and/or run sheets, in accordance with past practice) shall be made on the Drillsite of any proposed well prior to commencement of drilling operations in accordance with this Article IV.A. and, if ~~a majority in interest of the Drilling Parties so request or~~ Operator so elects, title examination (which may include title opinions and/or run sheets, in accordance with past practice) shall be made on the entire Drilling Unit or any portion thereof, or maximum anticipated Drilling Unit or any portion thereof, of the well. The opinion (or run sheet, as applicable) will include the ownership of the working interest, minerals, royalty, overriding royalty and production payments under the applicable Leases. Each party contributing Leases and/or Oil and Gas Interests to be included in the Drillsite or Drilling Unit, if appropriate, shall furnish to Operator all abstracts (including federal lease status reports), title opinions, title papers and curative material in its possession free of charge. All such information not in the possession of or made available to Operator by the parties, but necessary for the examination of the title, shall be obtained by Operator. Operator shall cause title to be examined by attorneys on its staff or by outside attorneys and field landmen. Copies of all title opinions shall be furnished to each Drilling Party. Costs incurred by Operator in procuring abstracts, fees paid outside attorneys and field landmen for title examination (including preliminary, supplemental, shut-in royalty opinions and division order title opinions) and other direct charges as provided in Exhibit "C" shall be borne by the Drilling Parties in the proportion

that the interest of each Drilling Party bears to the total interest of all Drilling Parties as such interests appear in Exhibit "A." Operator shall make no charge for services rendered by its staff attorneys or other personnel in the performance of the above functions.

Each party shall be responsible for securing curative matter and pooling amendments or agreements required in connection with Leases or Oil and Gas Interests contributed by such party, provided that Non-Operator shall use its reasonable efforts to cooperate with Operator in obtaining any consent necessary (including any lessor's consent) to obtain an approval order for the formation of an alternate tract unit. Operator shall be responsible for the preparation and recording of pooling designations or declarations and communitization agreements as well as the conduct of hearings before governmental agencies for the securing of spacing or pooling orders or any other orders or approvals necessary or appropriate to the conduct of operations hereunder. This shall not prevent any party from appearing on its own behalf at such hearings. Costs incurred by Operator, including fees paid to outside attorneys, which are associated with hearings before governmental agencies, and which costs are necessary and proper for the activities contemplated under this agreement, shall be direct charges to the joint account and shall not be covered by the administrative overhead charges as provided in Exhibit "C." Operator shall make no charge for services rendered by its staff attorneys or other personnel in the performance of the above functions.

No well shall be drilled on the Contract Area until after (1) the title to the Drillsite or Drilling Unit, if appropriate, has been examined as above provided, and (2) the title has been approved by Operator ~~the examining attorney or title has been accepted by all of the Drilling Parties in such well.~~

B. Loss or Failure of Title:

1. ~~Failure of Title: Should any Oil and Gas Interest or Oil and Gas Lease be lost through failure of title, which results in a reduction of interest from that shown on Exhibit "A," the party credited with contributing the affected Lease or Interest (including, if applicable, a successor in interest to such party) shall have ninety (90) days from final determination of title failure to acquire a new lease or other instrument curing the entirety of the title failure, which acquisition will not be subject to Article VIII.B., and failing to do so, this agreement, nevertheless, shall continue in force as to all remaining Oil and Gas Leases and Interests; and,~~

~~(a) The party credited with contributing the Oil and Gas Lease or Interest affected by the title failure (including, if applicable, a successor in interest to such party) shall bear alone the entire loss and it shall not be entitled to recover from Operator or the other parties any development or operating costs which it may have previously paid or incurred, but there shall be no additional liability on its part to the other parties hereto by reason of such title failure;~~

~~(b) There shall be no retroactive adjustment of expenses incurred or revenues received from the operation of the Lease or Interest which has failed, but the interests of the parties contained on Exhibit "A"shall be revised on an acreage basis, as of the time it is determined finally that title failure has occurred, so that the interest of the party whose Lease or Interest is affected by the title failure will thereafter be reduced in the Contract Area by the amount of the Lease or Interest failed;~~

~~(c) If the proportionate interest of the other parties hereto in any producing well previously drilled on the Contract Area is increased by reason of the title failure, the party who bore the costs incurred in connection with such well attributable to the Lease or Interest which has failed shall receive the proceeds attributable to the increase in such interest (less costs and burdens attributable thereto) until it has been reimbursed for unrecovered costs paid by it in connection with such well attributable to such failed Lease or Interest;~~

~~(d) Should any person not a party to this agreement, who is determined to be the owner of any Lease or Interest which has failed, pay in any manner any part of the cost of operation, development, or equipment, such amount shall be paid to the party or parties who bore the costs which are so refunded;~~

~~(e) Any liability to account to a person not a party to this agreement for prior production of Oil and Gas which arises by reason of title failure shall be borne severally by each party (including a predecessor to a current party) who received production for which such accounting is required based on the amount of such production received, and each such party shall severally indemnify, defend and hold harmless all other parties hereto for any such liability to account;~~

~~(f) No charge shall be made to the joint account for legal expenses, fees or salaries in connection with the defense of the Lease or Interest claimed to have failed, but if the party contributing such Lease or Interest hereto elects to defend its title it shall bear all expenses in connection therewith; and~~

~~(g) If any party is given credit on Exhibit "A"to a Lease or Interest which is limited solely to ownership of an interest in the wellbore of any well or wells and the production therefrom, such party's absence of interest in the remainder of the Contract Area shall be considered a Failure of Title as to such remaining Contract Area unless that absence of interest is reflected on Exhibit "A."~~

~~2. Loss by Non-Payment or Erroneous Payment of Amount Due: If, through mistake or oversight, any rental, shut-in well payment, minimum royalty or royalty payment, or other payment necessary to maintain all or a portion of an Oil and Gas Lease or interest is not paid or is erroneously paid, and as a result a Lease or Interest terminates, there shall be no monetary liability against the party who failed to make such payment. Unless the party who failed to make the required payment secures a new Lease or Interest covering the same interest within ninety (90) days from the discovery of the failure to make proper payment, which acquisition will not be subject to Article VIII.B., the interests of the parties reflected on Exhibit "A" shall be revised on an acreage basis, effective as of the date of termination of the Lease or Interest involved, and the party who failed to make proper payment will no longer be credited with an interest in the Contract Area on account of ownership of the Lease or Interest which has terminated. If the party who failed to make the required payment shall not have been fully reimbursed, at the time of the loss, from the proceeds of the sale of Oil and Gas attributable to the lost Lease or Interest, calculated on an acreage basis, for the development and operating costs previously paid on account of such Lease or Interest, it shall be reimbursed for unrecovered actual costs previously paid by it (but not for its share of the cost of any dry hole previously drilled or wells previously abandoned) from so much of the following as is necessary to effect reimbursement:~~

~~(a) Proceeds of Oil and Gas produced prior to termination of the Lease or Interest, less operating expenses and lease burdens chargeable hereunder to the person who failed to make payment, previously accrued to the credit of the lost Lease or Interest, on an acreage basis, up to the amount of unrecovered costs;~~

~~(b) Proceeds of Oil and Gas, less operating expenses and lease burdens chargeable hereunder to the person who failed to make payment, up to the amount of unrecovered costs attributable to that portion of Oil and Gas thereafter produced and marketed (excluding production from any wells thereafter drilled) which, in the absence of such Lease or Interest termination, would be attributable to the lost Lease or Interest on an acreage basis and which as a result of such Lease or Interest termination is credited to other parties, the proceeds of said portion of the Oil and Gas to be contributed by the other parties in proportion to their respective interests reflected on Exhibit "A"; and,~~

~~(c) Any monies, up to the amount of unrecovered costs, that may be paid by any party who is, or becomes, the owner of the Lease or Interest lost, for the privilege of participating in the Contract Area or becoming a party to this agreement.~~

3. ~~Other~~ Losses: All losses of Leases or Interests committed to this agreement~~, other than those set forth in Articles IV.B.1. and IV.B.2. above,~~ shall be joint losses and shall be borne by all parties in proportion to their respective interests shown on Exhibit "A." ~~This~~ Such joint losses shall include but not be limited to the loss of any Lease or Interest through failure to develop or because express or implied covenants have not been performed (other than performance which requires only the payment of money), and the loss of any Lease by expiration at the end of its primary term if it is not renewed or extended. There shall be no readjustment of interests in the remaining portion of the Contract Area on account of any joint loss.

4. Curing Title: In the event of a Failure of Title under Article IV.B.1. or a loss of title under Article IV.B.2. above, any Lease or Interest acquired by any party hereto (other than the party whose interest has failed or was lost) during the ninety (90) day period provided by Article IV.B.1. and Article IV.B.2. above covering all or a portion of the interest that has failed or was lost shall be offered at cost to the party whose interest has failed or was lost, and the provisions of Article VIII.B. shall not apply to such acquisition.

ARTICLE V.
OPERATOR

A. Designation and Responsibilities of Operator:

Linn Operating, Inc. shall be the Operator of the Contract Area, and shall conduct and direct and have full control of all operations on the Contract Area as permitted and required by, and within the limits of this agreement. In its performance of services hereunder for the Non-Operators, Operator shall be an independent contractor not subject to the control or direction of the Non-Operators except as to the type of operation to be undertaken in accordance with the election procedures contained in this agreement. Operator shall not be deemed, or hold itself out as, the agent of the Non-Operators with authority to bind them to any obligation or liability assumed or incurred by Operator as to any third party. Operator shall conduct its activities under this agreement as a reasonable prudent operator, in a good and workmanlike manner, with due diligence and dispatch, in accordance with good oilfield practice, and in compliance with applicable law and regulation, but in no event shall it have any liability as Operator to the other parties or any of their respective officers, employees, or agents for any claims, whether or not due to the negligence of Operator ~~for losses sustained or liabilities incurred~~ except such as may result from gross negligence or willful misconduct of the Operator. See also Article XVI.B.

B. Resignation or Removal of Operator and Selection of Successor:

1. Resignation or Removal of Operator: Operator may resign at any time by giving written notice thereof to Non-Operators. If Operator terminates its legal existence, or Operator or one of its affiliates, no longer owns an interest hereunder in the Contract Area, or is no longer reasonably capable of serving as Operator, Operator shall be deemed to have resigned without any action by Non-Operators, except the selection of a successor. Operator may be removed only for good cause by the affirmative vote of Non-Operators owning a majority interest based on ownership as shown on Exhibit "A" remaining after excluding the voting interest of Operator; such vote shall not be deemed effective until a written notice has been delivered to the Operator by a Non-Operator detailing the alleged default and Operator has failed to cure the default within thirty (30) days from its receipt of the notice or, if the default concerns an operation then being conducted, within forty-eight (48) hours of its receipt of the notice. For purposes hereof, "good cause" shall mean not only gross negligence or willful misconduct but also the material breach of or inability to meet the standards of operation contained in Article V.A. or material failure or inability to perform its obligations under this agreement.

~~Subject to Article VII.D.1., s~~Such resignation or removal shall not become effective until 7:00 o'clock A.M. on the first day of the calendar month following the expiration of ninety (90) days after the giving of notice of resignation by Operator or action by the Non-Operators to remove Operator, unless a successor Operator has been selected and assumes the duties of Operator at an earlier date. Operator, after the effective date of resignation or removal, shall be bound by the terms hereof as a Non-Operator. A change of a corporate name or structure of Operator or transfer of Operator's interest to any single affiliate, subsidiary, parent or successor corporation shall not be the basis for removal of Operator. See also Article XVI.S.

2. Selection of Successor Operator: Upon the resignation or removal of Operator under any provision of this agreement, a successor Operator shall be selected by the parties. The successor Operator shall be selected ~~from~~ by the parties owning an interest in the Contract Area at the time such successor Operator is selected. The successor Operator shall be selected by the affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A"; provided, however, if an Operator which has been removed or is deemed to have resigned fails to vote or votes only to succeed itself, the successor Operator shall be selected by the affirmative vote of the party or parties owning a majority interest based on ownership as shown on Exhibit "A" remaining after excluding ~~the~~ any remaining voting interest of the Operator that was removed or resigned and the interest of its affiliates; and provided further that the requirement of two (2) or more parties shall not apply in the event that only one (1) party is entitled to vote. The former Operator shall promptly deliver to the successor Operator all records and data relating to the operations conducted by the former Operator to the extent such records and data are not already in the possession of the successor operator. Any cost of obtaining or copying the former Operator's records and data shall be charged to the joint account.

3. Effect of Bankruptcy: If Operator becomes insolvent, bankrupt or is placed in receivership, it shall be deemed to have resigned without any action by Non-Operators, except the selection of a successor. If a petition for relief under the federal bankruptcy laws is filed by or against Operator, and the removal of Operator is prevented by the federal bankruptcy court, all Non-Operators and Operator shall comprise an interim operating committee to serve until Operator has elected to reject or assume this agreement pursuant to the Bankruptcy Code, and an election to reject this agreement by Operator as a debtor in possession, or by a trustee in bankruptcy, shall be deemed a resignation as Operator without any action by Non-Operators, except the selection of a successor. During the period of time the operating committee controls operations, all actions shall require the approval of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A." In the event there are only two (2) parties to this agreement, during the period of time the operating committee controls operations, a third party acceptable to Operator, Non-Operator and the federal bankruptcy court shall be selected as a member of the operating committee, and all actions shall require the approval of two (2) members of the operating committee without regard for their interest in the Contract Area based on Exhibit "A."

C. Employees and Contractors:

The number of employees or contractors used by Operator in conducting operations hereunder, their selection, and the hours of labor and the compensation for services performed shall be determined by Operator, and all such employees or contractors shall be the employees or contractors of Operator.

D. Rights and Duties of Operator:

1. Competitive Rates and Use of Affiliates: All ~~wells drilled on~~ operations conducted in the Contract Area shall be ~~drilled~~ conducted on a competitive contract basis at the usual rates prevailing in the area. If it so desires, Operator may employ its own tools and equipment in ~~the drilling of wells~~ conducting such operations, but its charges therefor shall not exceed the prevailing rates in the area and the rate of such charges shall be agreed upon by the parties in writing before drilling operations are commenced, and such work shall be performed by Operator under the ~~same~~ terms and conditions as are customary, competitive and usual in the area in contracts of independent contractors who are doing work of a similar nature. All work performed or materials supplied by affiliates or related parties of Operator shall be performed or supplied at customary and competitive rates, pursuant to written agreement, and in accordance with customs and standards prevailing in the industry.

2. Discharge of Joint Account Obligations: Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses incurred in the development and operation of the Contract Area pursuant to this agreement and shall charge each of the parties hereto with their respective

proportionate shares upon the expense basis provided in Exhibit “C.” Operator shall keep an accurate record of the joint account hereunder, showing expenses incurred and charges and credits made and received.

3. Protection from Liens: Operator shall pay, or cause to be paid, as and when they become due and payable, all accounts of contractors and suppliers and wages and salaries for services rendered or performed, and for materials supplied on, to or in respect of the Contract Area or any operations for the joint account thereof, and shall keep the Contract Area free from liens and encumbrances resulting therefrom except for those resulting from a bona fide dispute as to services rendered or materials supplied.

4. Custody of Funds: Operator shall hold for the account of the Non-Operators any funds of the Non-Operators advanced or paid to the Operator, either for the conduct of operations hereunder or as a result of the sale of production from the Contract Area, and such funds shall remain the funds of the Non-Operators on whose account they are advanced or paid until used for their intended purpose or otherwise delivered to the Non-Operators or applied toward the payment of debts as provided in Article VII.B. Nothing in this paragraph shall be construed to establish a fiduciary relationship between Operator and Non-Operators for any purpose other than to account for Non-Operator funds as herein specifically provided. Nothing in this paragraph shall require the maintenance by Operator of separate accounts for the funds of Non-Operators unless the parties otherwise specifically agree.

5. Access to Contract Area and Records: Operator shall, except as otherwise provided herein, permit each Non-Operator or its duly authorized representative, at the Non-Operator's sole risk and cost, full and free access at all reasonable times to all operations of every kind and character being conducted for the joint account on the Contract Area and to the records of operations conducted thereon or production therefrom, including Operator's books and records relating thereto. Such access rights shall not be exercised in a manner interfering with Operator's conduct of an operation hereunder and shall not obligate Operator to furnish any geologic or geophysical data of an interpretive nature unless the cost of preparation of such interpretive data was charged to the joint account. Operator will furnish to each Non-Operator upon request copies of any and all reports and information obtained by Operator in connection with production and related items, including, without limitation, meter and chart reports, production purchaser statements, run tickets and monthly gauge reports, but excluding purchase contracts and pricing information to the extent not applicable to the production of the Non-Operator seeking the information. Any audit of Operator's records relating to amounts expended and the appropriateness of such expenditures shall be conducted in accordance with the audit protocol specified in Exhibit "C."

6. Filing and Furnishing Governmental Reports: Operator will file, and upon written request promptly furnish copies to each requesting Non-Operator not in default of its payment obligations, all operational notices, reports or applications required to be filed by local, State, Federal or Indian agencies or authorities having jurisdiction over operations hereunder. Each Non-Operator shall provide to Operator on a timely basis all information necessary to Operator to make such filings.

7. Drilling and Testing Operations: The following provisions shall apply to each well drilled, Sidetracked, Deepened, Completed, Recompleted or Plugged Back hereunder, ~~including but not limited to the Initial Well~~:

(a) Operator will promptly advise Non-Operators of the date on which the well is spudded, or the date on which drilling operations are commenced.

(b) Operator will send to Non-Operators such reports, test results and notices regarding the progress of operations on the well as the Non-Operators shall reasonably request, including, but not limited to, daily drilling reports, completion reports, and well logs.

(c) Operator shall adequately test the objective Zone and may test any other ~~all~~ Zones encountered within the Contract Area which may reasonably be expected to be capable of producing Oil and Gas in paying quantities as a result of examination of the electric log or any other logs or cores or tests conducted hereunder.

8. Cost Estimates: Upon request of any Consenting Party, Operator shall furnish estimates of current and cumulative costs incurred for the joint account at reasonable intervals during the conduct of any operation pursuant to this agreement. Operator shall not be held liable for errors in such estimates so long as the estimates are made in good faith.

9. Insurance: At all times while operations are conducted hereunder, Operator shall comply with the workers compensation law of the state where the operations are being conducted; provided, however, that Operator may be a self- insurer for liability under said compensation laws in which event the only charge that shall be made to the joint account shall be as provided in Exhibit "C." Operator shall also carry or provide insurance for the benefit of the joint account of the parties as outlined in Exhibit "D" attached hereto and made a part hereof. Operator shall require all contractors (and shall use commercially reasonable efforts to require their subcontractors) engaged in work on or for the Contract Area to comply with the workers compensation law of the state where the operations are being conducted and to maintain such other insurance as Operator may require.

In the event automobile liability insurance is specified in said Exhibit "D," or subsequently receives the approval of the parties, no direct charge shall be made by Operator for premiums paid for such insurance for Operator's automotive equipment.

ARTICLE VI.
DRILLING AND DEVELOPMENT

A. ~~Initial Well:~~

~~On or before the day of , , Operator shall commence the drilling of the Initial Well at the following location: and shall thereafter continue the drilling of the well with due diligence to The drilling of the Initial Well and the participation therein by all parties is obligatory, subject to Article VI.C.1. as to participation in Completion operations and Article VI.F. as to termination of operations and Article XI as to occurrence of force majeure.~~

B. Subsequent Operations:

1. Proposed Operations: If any party hereto should desire to drill any well on the Contract Area ~~other than the Initial Well~~, or if ~~any~~ such party should desire to Rework, Sidetrack, Deepen, Recomplete or Plug Back a dry hole or a well no longer capable of producing in paying quantities in which such party has not otherwise relinquished its interest in the proposed objective Zone under this agreement, the party desiring to drill, Rework, Sidetrack, Deepen, Recomplete or Plug Back such a well shall give written notice of the proposed operation to the parties who have not otherwise relinquished their interest in such objective Zone

under this agreement and to all other parties in the case of a proposal for Sidetracking or Deepening, specifying the work to be performed, the location, proposed depth, objective Zone and the estimated drilling, completion and equipping cost of the operation. The parties to whom such a notice is delivered shall have thirty (30) days after receipt of the notice within which to notify the party proposing to do the work whether they elect to participate in the cost of the proposed operation. If a drilling rig is on location, notice of a proposal to Rework, Sidetrack, Recomplete, Plug Back or Deepen may be given by telephone, email or facsimilie and the response period shall be limited to forty-eight (48) hours, exclusive of Saturday, Sunday and legal holidays. Failure of a party to whom such notice is delivered to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation. Any proposal by a party to conduct an operation conflicting with the operation initially proposed shall be delivered to all parties within the time and in the manner provided in Article VI.B.6. See also Article XVI.G.

If all parties to whom such notice is delivered elect to participate in such a proposed operation, the parties shall be contractually committed to participate therein provided such operations are commenced within the time period hereafter set forth, and Operator shall, no later than ninety (90) days after expiration of the notice period of thirty (30) days (or as promptly as practicable after the expiration of the forty-eight (48) hour period when a drilling rig is on location, as the case may be), actually commence the proposed operation and thereafter complete it with due diligence at the risk and expense of the parties participating therein; provided, however, that, except in cases where a drilling rig is on location, said commencement date may be extended upon written notice of same by Operator to the other parties, for a period of up to thirty (30) additional days if, in the sole opinion of Operator, such additional time is reasonably necessary to obtain permits from governmental authorities, surface rights (including rights-of- way) or appropriate drilling equipment, or to complete title examination or curative matter required for title approval or acceptance. If the actual operation has not been commenced within the time provided (including any extension thereof as specifically permitted herein or in the force majeure provisions of Article XI) and if any party hereto still desires to conduct said operation, written notice proposing same must be resubmitted to the other parties in accordance herewith as if no prior proposal had been made. Those parties that did not participate in the drilling of a well for which a proposal to Deepen or Sidetrack is made hereunder shall, if such parties desire to participate in the proposed Deepening or Sidetracking operation, reimburse the Drilling Parties in accordance with Article VI.B.4. in the event of a Deepening operation and in accordance with Article VI.B.5. in the event of a Sidetracking operation.

2. Operations by Less Than All Parties:

(a) Determination of Participation. If any party to whom such notice is delivered as provided in Article VI.B.1. or VI.C.1. (Option No. 2) elects not to participate in the proposed operation, then, in order to be entitled to the benefits of this Article, the party or parties giving the notice and such other parties as shall elect to participate in the operation shall, no later than ninety (90) days after the expiration of the notice period of thirty (30) days (or as promptly as practicable after the expiration of the forty-eight (48) hour period when a drilling rig is on location, as the case may be) actually commence the proposed operation and complete it with due diligence. Operator shall perform all work for the account of the Consenting Parties; provided, however, if no drilling rig or other equipment is on location, and if Operator is a Non-Consenting Party, the Consenting Parties shall either: (i) request Operator to perform the work required by such proposed operation for the account of the Consenting Parties, or (ii) designate one of the Consenting Parties as Operator to perform such work. The rights and duties granted to and imposed upon the Operator under this agreement are granted to and imposed upon the party designated as Operator for an operation in which the original Operator is a Non-Consenting Party. Consenting Parties, when conducting operations on the Contract Area pursuant to this Article VI.B.2., shall comply with all terms and conditions of this agreement.

If less than all parties approve any proposed operation, the proposing party, immediately after the expiration of the applicable notice period, shall advise all Parties of the total interest of the parties approving such operation and its recommendation as to whether the Consenting Parties should proceed with the operation as proposed. Each Consenting Party, within forty-eight (48) hours (exclusive of Saturday, Sunday, and legal holidays) after delivery of such notice, shall advise the proposing party of its desire to (i) limit participation to such party's interest as shown on Exhibit "A" or (ii) carry only its proportionate part (determined by dividing such party's interest in the Contract Area by the interests of all Consenting Parties in the Contract Area) of Non-Consenting Parties' interests, or (iii) carry its proportionate part (determined as provided in (ii)) of Non-Consenting Parties' interests together with all or a portion of its proportionate part of any Non-Consenting Parties' interests that any Consenting Party did not elect to take. Any interest of Non-Consenting Parties that is not carried by a Consenting Party shall be deemed to be carried by the party proposing the operation if such party does not withdraw its proposal. Failure to advise the proposing party within the time required shall be deemed an election under (i) of this paragraph. In the event a drilling rig is on location, notice may be given by telephone, and the time permitted for such a response shall not exceed a total of forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays). The proposing party, at its election, may withdraw such proposal if there is less than 100% participation and shall notify all parties of such decision within ten (10) days, or within twenty-four (24) hours if a drilling rig is on location, following expiration of the applicable response period. If 100% subscription to the proposed operation is obtained, the proposing party shall promptly notify the Consenting Parties of their proportionate interests in the operation and the party serving as Operator shall commence such operation within the period provided in Article VI.B.1., subject to the same extension right as provided therein.

(b) Relinquishment of Interest for Non-Participation. The entire cost and risk of conducting such operations shall be borne by the Consenting Parties in the proportions they have elected to bear same under the terms of the preceding paragraph. Consenting Parties shall keep the leasehold estates involved in such operations free and clear of all liens and encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such an operation results in a dry hole, then subject to Articles VI.B.6. and VI.E.3., the Consenting Parties shall plug and abandon the well and restore the surface location at their sole cost, risk and expense; provided, however, that those Non-Consenting Parties that participated in the earlier drilling, Deepening or Sidetracking of the well shall remain liable for, and shall pay, their proportionate shares of the cost of plugging and abandoning the well and restoring the surface location insofar only as those costs were not increased by the subsequent operations of the Consenting Parties. If any well drilled, Reworked, Sidetracked, Deepened, Recompleted or Plugged Back under the provisions of this Article results in a well capable of producing Oil and/or Gas in paying quantities, the Consenting Parties shall Complete and equip the well to produce at their sole cost and risk, and the well shall then be turned over to Operator (if the Operator did not conduct the operation) and shall be operated by it at the expense and for the account of the Consenting Parties. Upon commencement of operations for the drilling, Reworking, Sidetracking, Recompleting, Deepening or Plugging Back of any such well by Consenting Parties in accordance with the provisions of this Article, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's interest in the well and share of production therefrom or, in the case of a Reworking, Sidetracking,

Deepening, Recompleting or Plugging Back, or a Completion pursuant to Article VI.C.1. Option No. 2, all of such Non- Consenting Party's interest in the production obtained from the operation in which the Non-Consenting Party did not elect to participate. Such relinquishment shall be effective until the proceeds of the sale of such share, calculated at the well, or market value thereof if such share is not sold (after deducting applicable ad valorem, production, severance, and excise taxes, royalty, overriding royalty and other interests not excepted by Article III.C. payable out of or measured by the production from such well accruing with respect to such interest until it reverts), shall equal the total of the following:

(i) 100 % of each such Non-Consenting Party's share of the cost of any newly acquired surface equipment beyond the wellhead connections (including but not limited to stock tanks, separators, treaters, pumping equipment and piping), plus 100% of each such Non-Consenting Party's share of the cost of operation of the well commencing with first production and continuing until each such Non-Consenting Party's relinquished interest shall revert to it under other provisions of this Article, it being agreed that each Non-Consenting Party's share of such costs and equipment will be that interest which would have been chargeable to such Non-Consenting Party had it participated in the well from the beginning of the operations; and

(ii) 300 % of (a) that portion of the costs and expenses of drilling, Reworking, Sidetracking, Deepening, Plugging Back, testing, Completing, and Recompleting, after deducting any cash contributions received under Article VIII.C., and of (b) that portion of the cost of newly acquired equipment in the well (to and including the wellhead connections), which would have been chargeable to such Non-Consenting Party if it had participated therein.

Notwithstanding anything to the contrary in this Article VI.B., if the well does not reach the deepest objective Zone described in the notice proposing the well for reasons other than the encountering of granite or practically impenetrable substance or other condition in the hole rendering further operations impracticable, Operator shall give notice thereof to each Non-Consenting Party who (a) submitted or voted for an alternative proposal under Article VI.B.6. to drill the well to a shallower Zone than the deepest objective Zone proposed in the notice under which the well was drilled, and (b) owns an interest in such shallower Zone, and each such Non-Consenting Party shall have the option to participate in the initial proposed Completion of the well by paying its share of the cost of drilling the well to its actual depth, calculated in the manner provided in Article VI.B.4. (a). If any such Non- Consenting Party does not elect to participate in the first Completion proposed for such well, the relinquishment provisions of this Article VI.B.2. (b) shall apply to such party's interest.

(c) Reworking, Recompleting or Plugging Back. An election not to participate in the drilling, Sidetracking or Deepening of a well shall be deemed an election not to participate in any Reworking or Plugging Back operation proposed in such a well, or portion thereof, to which the initial non-consent election applied that is conducted at any time prior to full recovery by the Consenting Parties of the Non-Consenting Party's recoupment amount. Similarly, an election not to participate in the Completing or Recompleting of a well shall be deemed an election not to participate in any Reworking operation proposed in such a well, or portion thereof, to which the initial non-consent election applied that is conducted at any time prior to full recovery by the Consenting Parties of the Non-Consenting Party's recoupment amount. Any such Reworking, Recompleting or Plugging Back operation conducted during the recoupment period shall be deemed part of the cost of operation of said well and there shall be added to the sums to be recouped by the Consenting Parties 300% of that portion of the costs of the Reworking, Recompleting or Plugging Back operation which would have been chargeable to such Non-Consenting Party had it participated therein. If such a Reworking, Recompleting or Plugging Back operation is proposed during such recoupment period, the provisions of this Article VI.B. shall be applicable as between said Consenting Parties in said well or portion thereof.

(d) Recoupment Matters. During the period of time Consenting Parties are entitled to receive Non-Consenting Party's share of production, or the proceeds therefrom, Consenting Parties shall be responsible for the payment of all ad valorem, production, severance, excise, gathering and other taxes, and all royalty, overriding royalty and other burdens on production applicable to Non-Consenting Party's share of production not excepted by Article III.C.

In the case of any Reworking, Sidetracking, Plugging Back, Recompleting or Deepening operation, the Consenting Parties shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of all such equipment shall remain unchanged; and upon abandonment of a well after such Reworking, Sidetracking, Plugging Back, Recompleting or Deepening, the Consenting Parties shall account for all such equipment to the owners thereof, with each party receiving its proportionate part in kind or in value, less cost of salvage.

Within ninety (90) days after the completion of any operation under this Article, the party conducting the operations for the Consenting Parties shall furnish each Non-Consenting Party with an inventory of the equipment in and connected to the well, and an itemized statement of the cost of drilling, Sidetracking, Deepening, Plugging Back, testing, Completing, Recompleting, and equipping the well for production; or, at its option, the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed statement of monthly billings. Each month thereafter, during the time the Consenting Parties are being reimbursed as provided above, the party conducting the operations for the Consenting Parties shall furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the operation of the well, together with a statement of the quantity of Oil and Gas produced from it and the amount of proceeds realized from the sale of the well's working interest production during the preceding month. In determining the quantity of Oil and Gas produced during any month, Consenting Parties shall use industry accepted methods such as but not limited to metering or periodic well tests. Any amount realized from the sale or other disposition of equipment newly acquired in connection with any such operation which would have been owned by a Non-Consenting Party had it participated therein shall be credited against the total unreturned costs of the work done and of the equipment purchased in determining when the interest of such Non-Consenting Party shall revert to it as above provided; and if there is a credit balance, it shall be paid to such Non- Consenting Party.

If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest the amounts provided for above, the relinquished interests of such Non-Consenting Party shall automatically revert to it as of 7:00 a.m. on the day following the day on which such recoupment occurs, and, from and after such reversion, such Non-Consenting Party shall own the same interest in such well, the material and equipment in or pertaining thereto, and the production therefrom as such Non-Consenting Party would have been entitled to had it participated in the drilling, Sidetracking, Reworking, Deepening, Recompleting or Plugging Back of said well. Thereafter, such Non-Consenting Party shall be charged with and shall pay its proportionate part of the further costs of the operation of said well, including plugging, abandonment and surface restoration costs, in accordance with the terms of this agreement and Exhibit "C" attached hereto.

3. Stand-By Costs: When a well which has been drilled or Deepened has reached its authorized depth and all tests have been completed and the results thereof furnished to the parties, or when operations on the well have been otherwise terminated pursuant to Article VI.F., stand-by costs incurred pending response to a party's notice proposing a Reworking,

Sidetracking, Deepening, Recompleting, Plugging Back or Completing operation in such a well (including the period required under Article VI.B.6. to resolve competing proposals) shall be charged and borne as part of the drilling or Deepening operation just completed. Stand-by costs subsequent to all parties responding, or expiration of the response time permitted, whichever first occurs, and prior to agreement as to the participating interests of all Consenting Parties pursuant to the terms of the second grammatical paragraph of Article VI.B.2. (a), shall be charged to and borne as part of the proposed operation, but if the proposal is subsequently withdrawn because of insufficient participation, such stand-by costs shall be allocated between the Consenting Parties in the proportion each Consenting Party's interest as shown on Exhibit "A" bears to the total interest as shown on Exhibit "A" of all Consenting Parties.

In the event that notice for a Sidetracking or Deepening operation is given while the drilling rig to be utilized is on location, any party may request and receive up to five (5) additional days after expiration of the forty-eight hour response period specified in Article VI.B.1. within which to respond by paying for all stand-by costs and other costs incurred during such extended response period; Operator may require such party to pay the estimated stand-by time in advance as a condition to extending the response period. If more than one party elects to take such additional time to respond to the notice, standby costs shall be allocated between the parties taking additional time to respond on a day-to-day basis in the proportion each electing party's interest as shown on Exhibit "A" bears to the total interest as shown on Exhibit "A" of all the electing parties.

4. Deepening: If less than all parties elect to participate in a drilling, Sidetracking, or Deepening operation proposed pursuant to Article VI.B.1., the interest relinquished by the Non-Consenting Parties to the Consenting Parties under Article VI.B.2. shall relate only and be limited to the lesser of (i) the total depth actually drilled or (ii) the objective depth or Zone of which the parties were given notice under Article VI.B.1. ("Initial Objective"). Such well shall not be Deepened beyond the Initial Objective without first complying with this Article to afford the Non-Consenting Parties the opportunity to participate in the Deepening operation.

In the event any Consenting Party desires to drill or Deepen a Non-Consent Well to a depth below the Initial Objective, such party shall give notice thereof, complying with the requirements of Article VI.B.1., to all parties (including Non- Consenting Parties). Thereupon, Articles VI.B.1. and 2. shall apply and all parties receiving such notice shall have the right to participate or not participate in the Deepening of such well pursuant to said Articles VI.B.1. and 2. If a Deepening operation is approved pursuant to such provisions, and if any Non-Consenting Party elects to participate in the Deepening operation, such Non-Consenting party shall pay or make reimbursement (as the case may be) of the following costs and expenses (to the extent not already paid or reimbursed (as the case may be) by the Non-Consenting Party for previous operations in the respective wellbore).

(a) If the proposal to Deepen is made prior to the Completion of such well as a well capable of producing in paying quantities, such Non-Consenting Party shall pay (or reimburse Consenting Parties for, as the case may be) that share of costs and expenses incurred in connection with the drilling of said well from the surface to the Initial Objective which Non- Consenting Party would have paid had such Non-Consenting Party agreed to participate therein, plus the Non-Consenting Party's share of the cost of Deepening and of participating in any further operations on the well in accordance with the other provisions of this Agreement; provided, however, all costs for testing and Completion or attempted Completion of the well incurred by Consenting Parties prior to the point of actual operations to Deepen beyond the Initial Objective shall be for the sole account of Consenting Parties.

(b) If the proposal is made for a Non-Consent Well that has been previously Completed as a well capable of producing in paying quantities, but is no longer capable of producing in paying quantities, such Non-Consenting Party shall pay (or reimburse Consenting Parties for, as the case may be) its proportionate share of all costs of drilling, Completing, and equipping said well from the surface to the Initial Objective, calculated in the manner provided in paragraph (a) above, less those costs recouped by the Consenting Parties from the sale of production from the well. The Non-Consenting Party shall also pay its proportionate share of all costs of re-entering said well. The Non-Consenting Parties' proportionate part (based on the percentage of such well Non-Consenting Party would have owned had it previously participated in such Non-Consent Well) of the costs of salvable materials and equipment remaining in the hole and salvable surface equipment used in connection with such well shall be determined in accordance with Exhibit "C." If the Consenting Parties have recouped the cost of drilling, Completing, and equipping the well at the time such Deepening operation is conducted, then a Non- Consenting Party may participate in the Deepening of the well with no payment for costs incurred prior to re-entering the well for Deepening

The foregoing shall not imply a right of any Consenting Party to propose any Deepening for a Non-Consent Well prior to the drilling of such well to its Initial Objective without the consent of the other Consenting Parties as provided in Article VI.F.

5. Sidetracking: Any party having the right to participate in a proposed Sidetracking operation that does not own an interest in the affected wellbore at the time of the notice shall, upon electing to participate, tender to the wellbore owners its proportionate share (equal to its interest in the Sidetracking operation) of the value of that portion of the existing wellbore to be utilized as follows:

(a) If the proposal is for Sidetracking an existing dry hole, reimbursement shall be on the basis of the actual costs incurred in the initial drilling of the well down to the depth at which the Sidetracking operation is initiated.

(b) If the proposal is for Sidetracking a well which has previously produced, reimbursement shall be on the basis of such party's proportionate share of drilling and equipping costs incurred in the initial drilling of the well down to the depth at which the Sidetracking operation is conducted, calculated in the manner described in Article VI.B.4(b) above. Such party's proportionate share of the cost of the well's salvable materials and equipment down to the depth at which the Sidetracking operation is initiated shall be determined in accordance with the provisions of Exhibit "C."

6. Order of Preference of Operations. Except as otherwise specifically provided in this agreement, if any party desires to propose ~~the conduct of~~ an operation that conflicts with and is inconsistent or incompatible with any operation that is then being conducted or proposed, ~~a proposal that has been made by a party under this Article VI,~~ such party shall have fifteen (15) days from delivery of the initial proposal, in the case of a proposal to drill a well or to perform an operation on a well where no drilling rig is on location, or twenty-four (24) hours, exclusive of Saturday, Sunday and legal holidays, from delivery of the initial proposal, if a drilling rig is on location for the well on which such operation is to be conducted, to deliver to all parties entitled to participate in the proposed operation such party's alternative proposal, such alternate proposal to contain the same information required to be included in the initial proposal. Each party receiving such proposals shall elect by delivery of notice to Operator within five (5) days after expiration of the proposal period, or within twenty-four (24) hours (exclusive of Saturday, Sunday and legal holidays) if a drilling rig is on location for the well that is the subject of the proposals, to participate in one of the competing proposals. Any party not electing within the time required shall be deemed not to have voted. The proposal receiving the vote of parties owning the largest aggregate percentage interest of the parties voting shall have priority over all other competing proposals; in the case of a tie vote, the

initial proposal shall prevail. Operator shall deliver notice of such result to all parties entitled to participate in the operation within five (5) days after expiration of the election period (or within twenty-four (24) hours, exclusive of Saturday, Sunday and legal holidays, if a drilling rig is on location). Each party shall then have two (2) days (or twenty-four (24) hours if a rig is on location) exclusive of Saturday, Sunday and legal holidays from receipt of such notice to elect by delivery of notice to Operator to participate in such operation or to relinquish interest in the affected well pursuant to the provisions of Article VI.B.2.; failure by a party to deliver notice within such period shall be deemed an election not to participate in the prevailing proposal. See also Articles XVI.F & XVI.G.

7. Conformity to Spacing Pattern. Notwithstanding ~~the provisions of this Article VI.B.2.~~ any other provisions herein to the contrary, it is agreed that no wells shall be ~~proposed to be~~ drilled to or Completed in or produced from a Zone from which a well located elsewhere on the Contract Area is producing without the consent of all parties participating in such producing well, unless such well conforms to ~~the then-existing~~ any applicable well spacing pattern for such Zone (unless a valid exception is obtained).

8. Paying Wells. No party shall conduct any Reworking, Deepening, Plugging Back, Completion, Recompletion, or Sidetracking operation under this agreement with respect to any well then capable of producing in paying quantities except with the consent of all parties that have not relinquished interests in the well at the time of such operation.

C. Completion of Wells; Reworking and Plugging Back:

1. Completion: Without the consent of all parties, no well shall be drilled, Deepened or Sidetracked, except any well drilled, Deepened or Sidetracked pursuant to the provisions of Article VI.B.2. of this agreement. Consent to the drilling, Deepening or Sidetracking shall include:

☑ ~~☐~~ Option No. 1: With respect to horizontal wells, all ~~All~~ necessary expenditures for the drilling, Deepening or Sidetracking, testing, Completing and equipping of the well, including necessary tankage and/or surface facilities.

☑ Option No. 2: With respect to vertical wells, all ~~All~~ necessary expenditures for the drilling, Deepening or Sidetracking and testing of the well. When such well has reached its authorized depth, and all logs, cores and other tests have been completed, and the results thereof ~~furnished~~ made available to the parties, Operator shall give immediate notice to the Non-Operators having the right to participate in a Completion attempt whether or not Operator recommends attempting to Complete the well, together with Operator's AFE for Completion costs if not previously provided. The parties receiving such notice shall have forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) in which to elect by delivery of notice to Operator to participate in a recommended Completion attempt or to make a Completion proposal with an accompanying AFE. Operator shall deliver any such Completion proposal, or any Completion proposal conflicting with Operator's proposal, to the other parties entitled to participate in such Completion in accordance with the procedures specified in Article VI.B.6. Election to participate in a Completion attempt shall include consent to all necessary expenditures for the Completing and equipping of such well, including necessary tankage and/or surface facilities but excluding any stimulation operation not contained on the Completion AFE. Failure of any party receiving such notice to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the Completion attempt; provided, that Article VI.B.6. shall control in the case of conflicting Completion proposals. If one or more, but less than all of the parties, elect to attempt a Completion, the provision of Article VI.B.2. hereof (the phrase "Reworking, Sidetracking, Deepening, Recompleting or Plugging Back" as contained in Article VI.B.2. shall be deemed to include "Completing") shall apply to the operations thereafter conducted by less than all parties; provided, however, that Article VI.B.2. shall apply separately to each separate Completion or Recompletion attempt undertaken hereunder, and an election to become a Non-Consenting Party as to one Completion or Recompletion attempt shall not prevent a party from becoming a Consenting Party in subsequent Completion or Recompletion attempts regardless whether the Consenting Parties as to earlier Completions or Recompletion have recouped their costs pursuant to Article VI.B.2.; provided further, that any recoupment of costs by a Consenting Party shall be made solely from the production attributable to the Zone in which the Completion attempt is made. Election by a previous Non-Consenting party to participate in a subsequent Completion or Recompletion attempt shall require such party to pay its proportionate share of the cost of salvable materials and equipment installed in the well pursuant to the previous Completion or Recompletion attempt, insofar and only insofar as such materials and equipment benefit the Zone in which such party participates in a Completion attempt.

2. Rework, Recomplete or Plug Back: No well shall be Reworked, Recompleted or Plugged Back except a well Reworked, Recompleted, or Plugged Back pursuant to the provisions of Article VI.B.2. of this agreement. Consent to the Reworking, Recompleting or Plugging Back of a well shall include all necessary expenditures in conducting such operations and Completing and equipping of said well, including necessary tankage and/or surface facilities.

D. Other Operations:

Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of Twenty-Five Thousand Dollars ($ 25,000) except in connection with the drilling, Sidetracking, Reworking, Deepening, Completing, Recompleting or Plugging Back of a well that has been previously authorized by or pursuant to this agreement; provided, however, that, in case of explosion, fire, flood or other sudden emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with the emergency to safeguard life and property but Operator, as promptly as possible, shall report the emergency to the other parties. If Operator prepares an AFE for its own use, Operator shall furnish any Non-Operator so requesting an information copy thereof for any single project costing in excess of Twenty-Five Thousand Dollars ($ 25,000). Any party who has not relinquished its interest in a well shall have the right to propose that Operator perform repair work or undertake the installation of artificial lift equipment or ancillary production facilities such as salt water disposal wells or to conduct additional work with respect to a well drilled hereunder or other similar project (but not including the installation of gathering lines or other transportation or marketing facilities, the installation of which shall be governed by separate agreement between the parties) reasonably estimated to require an expenditure in excess of the amount first set forth above in this Article VI.D. (except in connection with an operation required to be proposed under Articles VI.B.1. or VI.C.1. Option No. 2, which shall be governed exclusively be those Articles). Operator shall deliver such proposal to all parties entitled to participate therein. If within thirty (30) days thereof Operator secures the written consent of any party or if there are more than two (2) parties, any two (2) unaffiliated parties owning at least 65% of the interests of the parties entitled to participate in such operation, each party having the right to participate in such project shall be bound by the terms of such proposal and shall be obligated to pay its proportionate share of the costs of the proposed project as if it had consented to such project pursuant to the terms of the proposal.

E. Abandonment of Wells:

1. Abandonment of Dry Holes: Except for any well drilled, Sidetracked or Deepened pursuant to Article VI.B.2., any well which has been drilled, Sidetracked or Deepened under the terms of this agreement and is proposed to be completed as a dry hole shall not be

plugged and abandoned without the consent of all parties. Should Operator, after diligent effort, be unable to contact any party, or should any party fail to reply within forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) after delivery of notice of the proposal to plug and abandon such well, such party shall be deemed to have consented to the proposed abandonment. All such wells shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of the parties who participated in the cost of drilling, Sidetracking or Deepening such well. Any party who objects to plugging and abandoning such well by notice delivered to Operator within forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) after delivery of notice of the proposed plugging shall take over the well as of the end of such forty-eight (48) hour notice period and conduct further operations in search of Oil and/or Gas subject to the provisions of Article VI.B.; failure of such party to provide proof reasonably satisfactory to Operator of its financial and technical capability to (a) conduct such operations or to take over the well within such period ~~or~~ and (b) thereafter to conduct operations on such well or plug and abandon such well shall entitle Operator to retain or take possession of the well and plug and abandon the well. The non-abandoning party taking over the well shall indemnify Operator (if Operator is an abandoning party) and the other abandoning parties against liability for any further operations conducted on such well except for the costs of plugging and abandoning the well and restoring the surface (insofar as those costs were not increased by the subsequent operations of the non-abandoning parties), for which the abandoning parties shall remain proportionately liable.

2. Abandonment of Wells That Have Produced: Except for any well in which a Non-Consent operation has been conducted hereunder for which the Consenting Parties have not been fully reimbursed as herein provided, any well which has been completed as a producer shall not be plugged and abandoned without the consent of all parties who own a working interest in the well. If all parties who own a working interest in such well consent to such abandonment, the well shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of all the parties hereto. Failure of a party to reply within sixty (60) days of delivery of notice of proposed abandonment shall be deemed an election to consent to the proposal. If, within sixty (60) days after delivery of notice of the proposed abandonment of any well, all parties who own a working interest in such well do not agree to the abandonment of such well, those wishing to continue its operation from the Zone then open to production shall be obligated to take over the well as of the expiration of the applicable notice period and shall indemnify Operator (if Operator is an abandoning party) and the other abandoning parties against liability for any further operations with respect to the well, including costs of plugging and abandoning the well and restoring the surface ~~on the well conducted by such parties~~. Failure of such party or parties to provide proof reasonably satisfactory to Operator of their financial and technical capability to conduct such operations or to take over the well within the required period ~~or~~ and thereafter to conduct operations on such well shall entitle ~~o~~Operator to retain or take possession of such well and plug and abandon the well.

Parties taking over a well as provided in this Article VI.E. ~~herein~~ shall tender to each of the other parties its proportionate share of the value of the well's salvable material and equipment, determined in accordance with the provisions of Exhibit "C," less the estimated cost of salvaging and the estimated cost of plugging and abandoning and restoring the surface; provided, however, that in the event the estimated plugging and abandoning and surface restoration costs and the estimated cost of salvaging are higher than the value of the well's salvable material and equipment, each of the abandoning parties shall tender to the parties continuing operations their proportionate shares of the estimated excess cost. Each abandoning party shall assign to the non-abandoning parties, without warranty, express or implied, as to title or as to quantity, or fitness for use of the equipment and material, all of its interest in the wellbore of the well and related equipment, together with its interest in the Leasehold insofar and only insofar as such Leasehold covers the right to obtain production from that wellbore in the Zone then open to production. If the interest of the abandoning party is or includes an~~d~~ Oil and Gas Interest, such party shall execute and deliver to the non- abandoning party or parties an oil and gas lease, limited to the wellbore and the Zone then open to production, for a term of one (1) year and so long thereafter as Oil and/or Gas is produced from the Zone covered thereby, such lease to be on a mutually agreed form.~~the form attached as Exhibit "B."~~ The assignments or leases so limited shall encompass the Drilling Unit upon which the well is located. The payments by, and the assignments or leases to, the assignees shall be in a ratio based upon the relationship of their respective percentage of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all assignees. There shall be no readjustment of interests in the remaining portions of the Contract Area.

Thereafter, abandoning parties shall have no further responsibility, liability, or interest in the operation of or production from the well in the Zone then open other than the royalties retained in any lease made under the terms of this Article. Upon request, Operator shall continue to operate the assigned well for the account of the non-abandoning parties at the rates and charges contemplated by this agreement, plus any additional cost and charges which may arise as the result of the separate ownership of the assigned well. Upon proposed abandonment of the producing Zone assigned or leased, the assignor or lessor shall then have the option to repurchase its prior interest in the well (using the same valuation formula) and participate in further operations therein subject to the provisions hereof.

3. Abandonment of Non-Consent Operations: The provisions of Article VI.E.1. or VI.E.2. above shall be applicable as between Consenting Parties in the event of the proposed abandonment of any well excepted from said Articles; provided, however, no well shall be permanently plugged and abandoned unless and until all parties having the right to conduct further operations therein have been notified of the proposed abandonment and afforded the opportunity to elect to take over the well in accordance with the provisions of this Article VI.E.; and provided further, that Non-Consenting Parties who elect to take over ~~own an interest in a portion of~~ the well shall ~~pay~~ become liable for their proportionate shares of abandonment and surface restoration cost for such well as provided in Article VI.B.2.(b), insofar as those costs were not increased by the subsequent operations of the non-abandoning parties. If Operator does not receive a written response from any Non-Operator within sixty (60) days after delivering notice of a proposed abandonment to such Non-Operator, then such Non-Operator shall be deemed to have consented to the proposal.

F. Termination of Operations:

Upon the commencement of an operation for the drilling, Reworking, Sidetracking, Plugging Back, Deepening, testing, Completion or plugging of a well, ~~including but not limited to the Initial Well,~~ such operation shall not be terminated without consent of two (2) unaffiliated parties bearing at least 65% of the costs of such operation; provided, however, that in the event granite or other practically impenetrable substance or condition in the hole is encountered which renders further operations impractical, Operator may discontinue operations and give notice of such condition in the manner provided in Article VI.B.1, and the provisions of Article VI.B. or VI.E. shall thereafter apply to such operation, as appropriate.

G. Taking Production in Kind:

☑ **Option No. 1: Gas Balancing Agreement Attached**

Each party shall have the right to take in kind or separately dispose of its proportionate share of all Oil and Gas produced from the Contract Area, exclusive of (a) production which may be used in development and producing operations and in preparing and treating Oil and Gas for marketing purposes and (b) production unavoidably lost. Any extra expenditure incurred in the taking in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party. Any party taking its share of production in kind shall be required to pay for only its proportionate share of such part of Operator's surface facilities which it uses, to the extent such party has not paid its proportionate share of the costs to build such facilities.

Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in production from the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment directly from the purchaser thereof for its share of all production.

If any party fails to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the Oil or Gas produced from the Contract Area, Operator shall have the right, subject to the revocation at will by the party owning it, but not the obligation, to purchase such Oil or Gas or sell it to others at any time and from time to time, for the account of the non-taking party. Any such purchase or sale by Operator may be terminated by Operator upon at least ~~ten~~ thirty (~~1~~ 30) days written notice to the owner of said production and shall be subject always to the right of the owner of the production upon at least ~~ten~~ thirty (~~1~~ 30) days written notice to Operator to exercise at any time its right to take in kind, or separately dispose of, its share of all Oil or Gas not previously delivered to a purchaser. Any purchase or sale by Operator of any other party's share of Oil or Gas shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one (1) year.

Any such sale by Operator shall be in a manner commercially reasonable under the circumstances but Operator shall have no duty to share any existing market or to obtain a price equal to that received under any existing market. The sale or delivery by Operator of a non-taking party's share of Oil or Gas under the terms of any existing contract of Operator shall not give the non-taking party any interest in or make the non-taking party a party to said contract. No purchase shall be made by Operator without first giving the non-taking party at least ~~ten~~ thirty (3~~1~~0) days written notice of such intended purchase and the price to be paid or the pricing basis to be used.

All parties shall give timely written notice to Operator of their Oil and Gas marketing arrangements for the following month, excluding price, and shall notify Operator immediately in the event of a change in such arrangements. Operator shall maintain records of all marketing arrangements, and of volumes actually sold or transported, which records shall be made available to Non-Operators upon reasonable request.

In the event one or more parties' separate disposition of its share of the Gas causes split-stream deliveries to separate pipelines and/or deliveries which on a day-to-day basis for any reason are not exactly equal to a party's respective proportion- ate share of total Gas sales to be allocated to it, the balancing or accounting between the parties shall be in accordance with any Gas balancing agreement between the parties hereto, ~~whether such an agreement is~~ attached as Exhibit "E" ~~or is a separate agreement~~ hereto. Operator shall give notice to all parties of the first sales of Gas from any well under this agreement.

~~☐~~ **Option No. 2:** ~~**No Gas Balancing Agreement:**~~

~~Each party shall take in kind or separately dispose of its proportionate share of all Oil and Gas produced from the Contract Area, exclusive of production which may be used in development and producing operations and in preparing and treating Oil and Gas for marketing purposes and production unavoidably lost. Any extra expenditures incurred in the taking in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party. Any party taking its share of production in kind shall be required to pay for only its proportionate share of such part of Operator's surface facilities which it uses.~~

~~Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in production from the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment directly from the purchaser thereof for its share of all production.~~

~~If any party fails to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the Oil and/or Gas produced from the Contract Area, Operator shall have the right, subject to the revocation at will by the party owning it, but not the obligation, to purchase such Oil and/or Gas or sell it to others at any time and from time to time, for the account of the non-taking party. Any such purchase or sale by Operator may be terminated by Operator upon at least ten (10) days written notice to the owner of said production and shall be subject always to the right of the owner of the production upon at least ten (10) days written notice to Operator to exercise its right to take in kind, or separately dispose of, its share of all Oil and/or Gas not previously delivered to a purchaser; provided, however, that the effective date of any such revocation may be deferred at Operator's election for a period not to exceed ninety (90) days if Operator has committed such production to a purchase contract having a term extending beyond such ten (10) - day period. Any purchase or sale by Operator of any other~~ party's share of Oil and/or Gas shall be only for such reasonable periods of time as are consistent with the ~~minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one (1) year.~~

~~Any such sale by Operator shall be in a manner commercially reasonable under the circumstances, but Operator shall have no duty to share any existing market or transportation arrangement or to obtain a price or transportation fee equal to that received under any existing market or transportation arrangement. The sale or delivery by Operator of a non-taking party's share of production under the terms of any existing contract of Operator shall not give the non-taking party any interest in or make the non-taking party a party to said contract. No purchase of Oil and Gas and no sale of Gas shall be made by Operator without first giving the non-taking party ten days written notice of such intended purchase or sale and the price to be paid or the pricing basis to be used. Operator shall give notice to all parties of the first sale of Gas from any well under this Agreement.~~

~~All parties shall give timely written notice to Operator of their Gas marketing arrangements for the following month, excluding price, and shall notify Operator immediately in the event of a change in such arrangements. Operator shall maintain records of all marketing arrangements, and of volumes actually sold or transported, which records shall be made available to Non-Operators upon reasonable request.~~

ARTICLE VII.
EXPENDITURES AND LIABILITY OF PARTIES

A. Liability of Parties: See also ArticleXVI.B, XVI.E. and XVI.M.

The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs of developing and operating the Contract Area. Accordingly, the liens granted among the parties in Article VII.B. are given to secure only the debts of each severally, and no party shall have any liability to third parties hereunder to satisfy the default of any other party in the payment of any expense or obligation hereunder. It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other partnership, joint venture, agency relationship or association, or to render the parties liable as partners, co-venturers, or principals. In their relations with each other under this agreement, the parties shall not be considered fiduciaries or to have established a confidential relationship but rather shall be free to act on an arm's-length basis in accordance with their own respective self-interest, subject, however, to the obligation of the parties to act in good faith in their dealings with each other with respect to activities hereunder.

B. Liens and Security Interests:

Each party grants to the other parties hereto a lien upon any interest it now owns or hereafter acquires in Oil and Gas Leases and Oil and Gas Interests in the Contract Area, and a security interest and/or purchase money security interest in any interest it now owns or hereafter acquires in the personal property and fixtures on or used or obtained for use in connection therewith, to secure performance of all of its obligations under this agreement including but not limited to payment of expense, interest and fees, the proper disbursement of all monies paid hereunder, the assignment or relinquishment of interest in Oil and Gas Leases as required hereunder, and the proper performance of operations hereunder. Such lien and security interest granted by each party hereto shall include such party's leasehold interests, working interests, operating rights, and royalty and overriding royalty interests in the Contract Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming subject to this agreement, the Oil and Gas when extracted therefrom and equipment situated thereon or used or obtained for use in connection therewith (including, without limitation, all wells, tools, and tubular goods), and accounts (including, without limitation, accounts arising from gas imbalances or from the sale of Oil and/or Gas at the wellhead), contract rights, inventory and general intangibles relating thereto or arising therefrom, and all proceeds and products of the foregoing.

To perfect the lien and security agreement provided herein, each party hereto shall execute and acknowledge the recording supplement and/or any financing statement prepared and submitted by any party hereto in conjunction herewith or at any time following execution hereof, and Operator is authorized to file this agreement or the recording supplement executed herewith as a lien or mortgage in the applicable real estate records and as a financing statement with the proper officer under the Uniform Commercial Code in the state in which the Contract Area is situated and such other states as Operator shall deem appropriate to perfect the security interest granted hereunder. Any party may file this agreement, the recording supplement executed herewith, or such other documents as it deems necessary as a lien or mortgage in the applicable real estate records and/or a financing statement with the proper officer under the Uniform Commercial Code.

Each party represents and warrants to the other parties hereto that the lien and security interest granted by such party to the other parties shall be a first and prior lien, and each party hereby agrees to maintain the priority of said lien and security interest against all persons acquiring an interest in Oil and Gas Leases and Interests covered by this agreement by, through or under such party. All parties acquiring an interest in Oil and Gas Leases and Oil and Gas Interests covered by this agreement, whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest granted by this Article VII.B. as to all obligations attributable to such interest hereunder whether or not such obligations arise before or after such interest is acquired.

To the extent that parties have a security interest under the Uniform Commercial Code of the state in which the Contract Area is situated, they shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by a party for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any party in the payment of its share of expenses, interests or fees, or upon the improper use of funds by the Operator, the other parties shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such defaulting party's share of Oil and Gas until the amount owed by such party, plus interest as provided in "Exhibit C," has been received, and shall have the right to offset the amount owed against the proceeds from the sale of such defaulting party's share of Oil and Gas. All purchasers of production may rely on a notification of default from the non-defaulting party or parties stating the amount due as a result of the default, and all parties waive any recourse available against purchasers for releasing production proceeds as provided in this paragraph.

If any party fails to pay its share of cost within one hundred twenty (120) days after rendition of a statement therefor by Operator, the non-defaulting parties, including Operator, shall upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. The amount paid by each party so paying its share of the unpaid amount shall be secured by the liens and security rights described in Article VII.B., and each paying party may independently pursue any remedy available hereunder or otherwise.

If any party does not perform all of its obligations hereunder, and the failure to perform subjects such party to foreclosure or execution proceedings pursuant to the provisions of this agreement, to the extent allowed by governing law, the defaulting party waives any available right of redemption from and after the date of judgment, any required valuation or appraisement of the mortgaged or secured property prior to sale, any available right to stay execution or to require a marshaling of assets and any required bond in the event a receiver is appointed. In addition, to the extent permitted by applicable law, each party hereby grants to the other parties a power of sale as to any property that is subject to the lien and security rights granted hereunder, such power to be exercised in the manner provided by applicable law or otherwise in a commercially reasonable manner and upon reasonable notice.

Each party agrees that the other parties shall be entitled to utilize the provisions of Oil and Gas lien law or other lien law of any state in which the Contract Area is situated to enforce the obligations of each party hereunder. Without limiting the generality of the foregoing, to the extent permitted by applicable law, Non-Operators agree that Operator may invoke or utilize the mechanics' or materialmen's lien law of the state in which the Contract Area is situated in order to secure the payment to Operator of any sum due hereunder for services performed or materials supplied by Operator.

C. Advances:

Operator, at its election, shall have the right from time to time to demand and receive from one or more of the other parties payment in advance of their respective shares of the estimated amount of the expense to be incurred in operations hereunder during the next succeeding month, which right may be exercised only by submission to each such party of an itemized statement of such estimated expense, together with an invoice for its share thereof. Each such statement and invoice for the payment in advance of estimated expense shall be submitted on or before the 20th day of the next preceding month. Each party shall pay to Operator its proportionate share of such estimate within fifteen (15) days after such estimate and invoice is received. If any party fails to pay its share of said estimate within said time, then such party shall be subject to Article VII.D. and any other remedies provided for in this agreement, and the amount due shall bear interest as provided in Exhibit "C" until paid. Proper adjustment shall be made monthly between advances and actual expense to the end that each party shall bear and pay its proportionate share of actual expenses incurred, and no more.

D. Defaults and Remedies:

If any party fails to discharge any financial obligation under this agreement, including without limitation the failure to make any advance under the preceding Article VII.C. or any other provision of this agreement, within the period required for such payment hereunder, then in addition to the remedies provided in Article VII.B. or elsewhere in this agreement, the remedies specified below shall be applicable. For purposes of this Article VII.D., all notices and elections shall be delivered

only by Operator, except that Operator shall deliver any such notice and election requested by a non-defaulting Non-Operator, and when Operator is the party in default, the applicable notices and elections can be delivered by any Non-Operator. Election of any one or more of the following remedies shall not preclude the subsequent use of any other remedy specified below or otherwise available to a non-defaulting party. No party shall be in default to the extent it is exercising its rights under Article I.3B of Exhibit C to this agreement.

1. Suspension of Rights: Any party may deliver to the party in default a Notice of Default, which shall specify the default, specify the action to be taken to cure the default, and specify that failure to take such action will result in the exercise of one or more of the remedies provided in this Article. If the default is not cured within thirty (30) days of the delivery of such Notice of Default, all of the rights of the defaulting party granted by this agreement may upon notice be suspended until the default is cured, without prejudice to the right of the non-defaulting party or parties to continue to enforce the obligations of the defaulting party previously accrued or thereafter accruing under this agreement. If Operator is the party in default, the Non-Operators shall have in addition the right, by vote of Non-Operators owning a majority in interest in the Contract Area after excluding the voting interest of Operator, to appoint a new Operator effective immediately. The rights of a defaulting party that may be suspended hereunder at the election of the non-defaulting parties shall include, without limitation, the right to receive information as to any operation conducted hereunder during the period of such default, the right to elect to participate in an operation proposed under Article VI.B. of this agreement, the right to participate in an operation being conducted under this agreement even if the party has previously elected to participate in such operation, and the right to receive proceeds of production from any well subject to this agreement.

2. Suit for Damages: Non-defaulting parties or Operator for the benefit of non-defaulting parties may sue (at joint account expense) to collect the amounts in default, plus interest accruing on the amounts recovered from the date of default until the date of collection at the rate specified in Exhibit "C" attached hereto. Nothing herein shall prevent any party from suing any defaulting party to collect consequential damages accruing to such party as a result of the default.

3. Deemed Non-Consent: The non-defaulting party may deliver a written Notice of Non-Consent Election to the defaulting party at any time after the expiration of the thirty-day cure period following delivery of the Notice of Default, in which event if the billing is for the drilling a new well or the Plugging Back, Sidetracking, Reworking or Deepening of a well which is to be or has been plugged as a dry hole, or for the Completion or Recompletion of any well, the defaulting party will be conclusively deemed to have elected not to participate in the operation and to be a Non-Consenting Party with respect thereto under Article VI.B. or VI.C., as the case may be, to the extent of the costs unpaid by such party, notwithstanding any election to participate theretofore made. If election is made to proceed under this provision, then the non-defaulting parties may not elect to sue for the unpaid amount pursuant to Article VII.D.2.

Until the delivery of such Notice of Non-Consent Election to the defaulting party, such party shall have the right to cure its default by paying its unpaid share of costs plus interest at the rate set forth in Exhibit "C," provided, however, such payment shall not prejudice the rights of the non-defaulting parties to pursue remedies for damages incurred by the non- defaulting parties as a result of the default. Any interest relinquished pursuant to this Article VII.D.3. shall be offered to the non-defaulting parties in proportion to their interests, and the non-defaulting parties electing to participate in the ownership of such interest shall be required to contribute their shares of the defaulted amount upon their election to participate therein.

4. Advance Payment: If a default is not cured within thirty (30) days of the delivery of a Notice of Default, Operator, or Non-Operators if Operator is the defaulting party, may thereafter require advance payment from the defaulting party of such defaulting party's anticipated share of any item of expense for which Operator, or Non-Operators, as the case may be, would be entitled to reimbursement under any provision of this agreement, whether or not such expense was the subject of the previous default. Such right includes, but is not limited to, the right to require advance payment for the estimated costs of drilling a well or Completion of a well as to which an election to participate in drilling or Completion has been made. If the defaulting party fails to pay the required advance payment, the non-defaulting parties may pursue any of the remedies provided in the Article VII.D. or any other default remedy provided elsewhere in this agreement. Any excess of funds advanced remaining when the operation is completed and all costs have been paid shall be promptly returned to the advancing party.

5. Costs and Attorneys' Fees: In the event any party is required to bring legal proceedings to enforce any financial obligation of a party hereunder, the prevailing party in such action shall be entitled to recover all court costs, costs of collection, and a reasonable attorney's fee, which the lien provided for herein shall also secure.

E. Rentals, Shut-in Well Payments and Minimum Royalties:

Rentals, shut-in well payments and minimum royalties which may be required under the terms of any lease shall be paid by the party or parties who subjected such lease to this agreement at its or their expense. In the event two or more parties own and have contributed interests in the same lease to this agreement, such parties may designate one of such parties to make said payments for and on behalf of all such parties. Any party may request, and shall be entitled to receive, proper evidence of all such payments. In the event of failure to make proper payment of any rental, shut-in well payment or minimum royalty through mistake or oversight where such payment is required to continue the lease in force, any loss which results from such non-payment shall be borne in accordance with the provisions of Article IV.B.3~~2~~.

Operator shall notify Non-Operators of the anticipated completion of a shut-in well, or the shutting in or return to production of a producing well, at least five (5) days (excluding Saturday, Sunday, and legal holidays) prior to taking such action, or at the earliest opportunity permitted by circumstances, but assumes no liability for failure to do so. In the event of failure by Operator to so notify Non-Operators, the loss of any lease contributed hereto by Non-Operators for failure to make timely payments of any shut-in well payment shall be borne jointly by the parties hereto under the provisions of Article IV.B.3.

F. Taxes:

Beginning with the first calendar year after the effective date hereof, Operator shall render for ad valorem taxation all property subject to this agreement which by law should be rendered for such taxes, and it shall pay all such taxes assessed thereon before they become delinquent. Prior to the rendition date, each Non-Operator shall furnish Operator information as to burdens (to include, but not be limited to, royalties, overriding royalties and production payments) on Leases and Oil and Gas Interests contributed by such Non-Operator. If the assessed valuation of any Lease is reduced by reason of its being subject to outstanding excess royalties, overriding royalties or production payments, the reduction in ad valorem taxes resulting therefrom shall inure to the benefit of the owner or owners of such Lease, and Operator shall adjust the charge to such owner or owners so as to reflect the benefit of such reduction. If the ad valorem taxes are based in whole or in part upon separate valuations of each party's working interest, then notwithstanding anything to the contrary herein, charges to the joint account shall be made and paid by the parties hereto in accordance with the tax value generated by each party's working interest. Operator shall bill the other parties for their proportionate shares of all tax payments in the manner provided in Exhibit "C."

If Operator considers any tax assessment improper, Operator may, at its discretion, protest within the time and manner prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final determination. During the pendency of administrative or judicial proceedings, Operator may elect to pay, under protest, all such taxes and any interest and penalty. When any such protested assessment shall have been finally determined, Operator shall pay the tax for the joint account, together with any interest and penalty accrued, and the total cost shall then be assessed against the parties, and be paid by them, as provided in Exhibit "C."

Each party shall pay or cause to be paid all production, severance, excise, gathering and other taxes imposed upon or with respect to the production or handling of such party's share of Oil and Gas produced under the terms of this agreement.

ARTICLE VIII.
ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST

A. Surrender of Leases:

The Leases covered by this agreement, insofar as they embrace acreage in the Contract Area, shall not be surrendered in whole or in part unless all parties consent thereto.

However, should any party desire to surrender its interest in any Lease or in any portion thereof, such party shall give written notice of the proposed surrender to all parties, and the parties to whom such notice is delivered shall have thirty (30) days after delivery of the notice within which to notify the party proposing the surrender whether they elect to consent thereto. Failure of a party to whom such notice is delivered to reply within said 30-day period shall constitute a consent to the surrender of the Leases described in the notice. If all parties do not agree or consent thereto, the party desiring to surrender shall assign, without express or implied warranty of title, all of its interest in such Lease, or portion thereof, and any well, material and equipment which may be located thereon and any rights in production thereafter secured, to the parties not consenting to such surrender. If the interest of the assigning party is or includes an Oil and Gas Interest, the assigning party shall execute and deliver to the party or parties not consenting to such surrender an oil and gas lease covering such Oil and Gas Interest for a term of one (1) year and so long thereafter as Oil and/or Gas is produced from the land covered thereby, such lease to be on a mutually acceptable ~~the~~ form~~, attached hereto as Exhibit "B."~~ Upon such assignment or lease, the assigning party shall be relieved from all obligations thereafter accruing, but not theretofore accrued, with respect to the interest assigned or leased and the operation of any well attributable thereto, and the assigning party shall have no further interest in the assigned or leased premises and its equipment and production other than the royalties retained in any lease made under the terms of this Article. The party assignee or lessee shall pay to the party assignor or lessor the reasonable salvage value of the latter's interest in any well's salvable materials and equipment attributable to the assigned or leased acreage. The value of all salvable materials and equipment shall be determined in accordance with the provisions of Exhibit "C," less the estimated cost of salvaging and the estimated cost of plugging and abandoning and restoring the surface. If such value is less than such costs, then the party assignor or lessor shall pay to the party assignee or lessee the amount of such deficit. If the assignment or lease is in favor of more than one party, the interest shall be shared by such parties in the proportions that the interest of each bears to the total interest of all such parties. If the interest of the parties to whom the assignment is to be made varies according to depth, then the interest assigned shall similarly reflect such variances.

Any assignment, lease or surrender made under this provision shall not reduce or change the assignor's, lessor's or surrendering party's interest as it was immediately before the assignment, lease or surrender in the balance of the Contract Area; and the acreage assigned, leased or surrendered, and subsequent operations thereon, shall not thereafter be subject to the terms and provisions of this agreement but shall be deemed subject to an Operating Agreement identical to ~~in the form of~~ this agreement and modified only to reflect the ownership of the acquiring parties and their respective interests.

B. Renewal or Extension of Leases:

If any party secures a renewal or replacement of an Oil and Gas Lease or Interest subject to this agreement, then all other parties shall be notified promptly upon such acquisition or, in the case of a replacement Lease taken before expiration of an existing Lease, promptly upon expiration of the existing Lease. The parties notified shall have the right for a period of thirty (30) days following delivery of such notice in which to elect to participate in the ownership of the renewal or replacement Lease, insofar as such Lease affects lands within the Contract Area, by paying to the party who acquired it their proportionate shares of the acquisition cost allocated to that part of such Lease within the Contract Area, which shall be in proportion to the interest held at that time by the parties in the Contract Area. Each party who participates in the purchase of a renewal or replacement Lease shall be given an assignment of its proportionate interest therein by the acquiring party, without warranty of title, except as to acts by, through or under the acquiring party.~~.~~

If some, but less than all, of the parties elect to participate in the purchase of a renewal or replacement Lease, it shall be owned by the parties who elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all parties participating in the purchase of such renewal or replacement Lease. The acquisition of a renewal or replacement Lease by any or all of the parties hereto shall not cause a readjustment of the interests of the parties stated in Exhibit "A," but any renewal or replacement Lease in which less than all parties elect to participate shall not be subject to this agreement but shall be deemed subject to a separate Operating Agreement identical to ~~in the form of~~ this agreement and modified only to reflect the ownership of the acquiring party and their respective interests.

If the interests of the parties in the Contract Area vary according to depth, then their right to participate proportionately in renewal or replacement Leases and their right to receive an assignment of interest shall also reflect such depth variances.

The provisions of this Article shall apply to renewal or replacement Leases whether they are for the entire interest covered by the expiring Lease or cover only a portion of its area or an interest therein. Any renewal or replacement Lease taken before the expiration of its predecessor Lease, or taken or contracted for or becoming effective within six (6) months after the expiration of the existing Lease, shall be subject to this provision so long as this agreement is in effect at the time of such acquisition or at the time the renewal or replacement Lease becomes effective; but any Lease taken or contracted for more than six (6) months after the expiration of an existing Lease shall not be deemed a renewal or replacement Lease and shall not be subject to the provisions of this agreement.

The provisions in this Article shall also be applicable to extensions of Oil and Gas Leases.

C. Acreage or Cash Contributions:

While this agreement is in force, if any party ~~contracts for~~ receives a contribution of cash towards the drilling of a well or any other operation on the Contract Area, such contribution shall be paid to the party who conducted the drilling or other operation and shall be applied by it against the cost of such drilling or other operation. If the contribution be in the form of acreage, the party to whom the contribution is made shall promptly tender an assignment of the acreage, without warranty of title, to the Drilling Parties in the proportions said Drilling Parties shared the cost of drilling the well. Such acreage shall become a separate Contract Area and, to the extent possible, be governed by provisions identical to this agreement. Each party shall promptly notify all other parties of any acreage or cash contributions it may obtain in support of any well or any other operation on the Contract Area. The above provisions shall also be applicable to optional rights to earn acreage outside the Contract Area which are in support of well drilled inside the Contract Area.

If any party contracts for any consideration relating to disposition of such party's share of substances produced hereunder, such consideration shall not be deemed a contribution as contemplated in this Article VIII.C.

D. Assignment~~; Maintenance of Uniform Interest~~: See also Articles XVI.S & XVI.W.

~~For the purpose of maintaining uniformity of ownership in the Contract Area in the Oil and Gas Leases, Oil and Gas Interests, wells, equipment and production covered by this agreement no party shall sell, encumber, transfer or make other disposition of its interest in the Oil and Gas Leases and Oil and Gas Interests embraced within the Contract Area or in wells, equipment and production unless such disposition covers either:~~

~~1. the entire interest of the party in all Oil and Gas Leases, Oil and Gas Interests, wells, equipment and production; or~~

~~2. an equal undivided percent of the party's present interest in all Oil and Gas Leases, Oil and Gas Interests, wells, equipment and production in the Contract Area.~~

Every sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement and shall be made without prejudice to the right of the other parties, and any transferee of an ownership interest in any Oil and Gas Lease or Interest shall be deemed a party to this agreement as to the interest conveyed from and after the effective date of the transfer of ownership; provided, however, that the other parties shall not be required to recognize any such sale, encumbrance, transfer or other disposition for any purpose hereunder until thirty (30) days after they have received a copy of the instrument of transfer or other satisfactory evidence thereof in writing from the transferor or transferee. No assignment or other disposition of interest by a party shall relieve such party of obligations previously incurred by such party hereunder with respect to the interest transferred, including without limitation the obligation of a party to pay all costs attributable to an operation conducted hereunder in which such party has agreed to participate prior to making such assignment, and the lien and security interest granted by Article VII.B. shall continue to burden the interest transferred to secure payment of any such obligations.

If, at any time the interest of any party is divided among and owned by four or more co-owners, Operator, at its discretion, may require such co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures, receive billings for and approve and pay such party's share of the joint expenses, and to deal generally with, and with power to bind, the co-owners of such party's interest within the scope of the operations embraced in this agreement; however, all such co-owners shall have the right to enter into and execute all contracts or agreements for the disposition of their respective shares of the Oil and Gas produced from the Contract Area and they shall have the right to receive, separately, payment of the sale proceeds thereof.

E. Waiver of Rights to Partition:

If permitted by the laws of the state or states in which the property covered hereby is located, each party hereto owning an undivided interest in the Contract Area waives any and all rights it may have to partition and have set aside to it in severalty its undivided interest therein.

~~F. Preferential Right to Purchase:~~

~~☐ (Optional; Check if applicable.)~~

~~Should any party desire to sell all or any part of its interests under this agreement, or its rights and interests in the Contract Area, it shall promptly give written notice to the other parties, with full information concerning its proposed disposition, which shall include the name and address of the prospective transferee (who must be ready, willing and able to purchase), the purchase price, a legal description sufficient to identify the property, and all other terms of the offer. The other parties shall then have an optional prior right, for a period of ten (10) days after the notice is delivered, to purchase for the stated consideration on the same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the purchasing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all purchasing parties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage its interests, or to transfer title to its interests to its mortgagee in lieu of or pursuant to foreclosure of a mortgage of its interests, or to dispose of its interests by merger, reorganization, consolidation, or by sale of all or substantially all of its Oil and Gas assets to any party, or by transfer of its interests to a subsidiary or parent company or to a subsidiary of a parent company, or to any company in which such party owns a majority of the stock.~~

ARTICLE IX.
INTERNAL REVENUE CODE ELECTION

If, for federal income tax purposes, this agreement and the operations hereunder are regarded as a partnership, and if the parties have not otherwise agreed to form a tax partnership pursuant to Exhibit "G" or other agreement between them, each party thereby affected elects to be excluded from the application of all of the provisions of Subchapter "K," Chapter 1, Subtitle "A," of the Internal Revenue Code of 1986, as amended ("Code"), as permitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Operator is authorized and directed to execute on behalf of each party hereby affected such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by Treasury Regulation §1.761. Should there be any requirement that each party hereby affected give further evidence of this election, each such party shall execute such documents and furnish such other evidence as may be required by the Federal Internal Revenue Service or as may be necessary to evidence this election. No such party shall give any notices or take any other action inconsistent with the election made hereby. If any present or future income tax laws of the state or states in which the Contract Area is located or any future income tax laws of the United States contain provisions similar to those in Subchapter "K," Chapter 1, Subtitle "A," of the Code, under which an election similar to that provided by Section 761 of the Code is permitted, each party hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing election, each such party states that the income derived by such party from operations hereunder can be adequately determined without the computation of partnership taxable income.

ARTICLE X.
CLAIMS AND LAWSUITS

Operator may settle any single uninsured third party damage claim or suit arising from operations hereunder if the expenditure does not exceed Fifty Thousand Dollars ($ 50,000) and if the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, the parties hereto shall assume and take over the further handling of the claim or suit, unless such authority is delegated to Operator by the affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A"(or if there are only two (2) parties, on the affirmative vote of the party owning a majority interest as shown on Exhibit "A"(which, for this purpose shall be calculated to include the interest of a party's affiliate)). All costs and expenses of handling settling, or otherwise discharging such claim or suit shall be at the joint expense of the parties participating in the operation from which the claim or suit arises. If a claim is made against any party or if any party is sued on account of any matter arising from operations hereunder over which such individual has no control because of the rights given Operator by this agreement, such party shall immediately notify all other parties, and the claim or suit shall be treated as any other claim or suit involving operations hereunder. Operator shall notify all parties hereto of any material claims or suits initiated by or threatened in writing by a third party for which the parties hereto may be reasonably expected to collectively incur expenditures in excess of Fifty Thousand Dollars ($50,000).

ARTICLE XI.
FORCE MAJEURE

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to indemnify or make money payments or furnish security, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The term "force majeure," as here employed, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightening, fire, storm, flood or other act of nature, explosion, governmental action, governmental delay restraint or inaction by a governmental authority to the extent not resulting from Operator's action or inaction, acts of terrorism, changes in law, any hydraulic fracturing or drilling moratorium, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension, provided, however, that a lack of funds shall not constitute "force majeure".

The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable. The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

ARTICLE XII.
NOTICES

All notices authorized or required between the parties by any of the provisions of this agreement, unless otherwise specifically provided, shall be in writing and delivered in person or by United States mail, courier service, by email attachment in PDF format (an "Email Notice"), ~~telegram, telex, telecopier~~ or any other form of facsimile, postage or charges prepaid (as applicable), and addressed to such parties at the addresses listed on Exhibit "A." All telephone or oral notices permitted by this agreement shall be confirmed immediately thereafter by written notice. The originating notice given under any provision hereof shall be deemed delivered only when received by the party to whom such notice is directed, and the time for such party to deliver any notice in response thereto shall run from the date the originating notice is received. "Receipt" for purposes of this agreement with respect to written notice delivered hereunder shall be actual delivery of the notice to the address of the party to be notified specified in accordance with this agreement, or to the ~~telecopy,~~ facsimile ~~or telex~~ machine of such party. The second or any responsive notice shall be deemed delivered when deposited in the United States mail or at the office of the courier ~~or telegraph service,~~ or upon transmittal by ~~telex, telecopy or~~ facsimile, or when personally delivered to the party to be notified, provided, that when response is required within 24 or 48 hours, such response shall be given orally or by telephone, telex, telecopy or other facsimile within such period. Each party shall have the right to change its address at any time, and from time to time, by giving written notice thereof to all other parties. If a party is not available to receive notice orally or by telephone when a party attempts to deliver a notice required to be delivered within 24 or 48 hours, the notice may be delivered in writing by any other method specified herein and shall be deemed delivered in the same manner provided above for any responsive notice. Each Email Notice shall clearly state it is a notice or response to a notice under this agreement. An Email Notice shall be deemed received on the day following delivery of such Email Notice (exclusive of Saturday, Sunday and legal holidays) if no acknowledgment of the Email Notice is received prior to the following day (exclusive of Saturday, Sunday and legal holidays). Automatic delivery receipts issued, without direct acknowledgment of the email, are not evidence of a receipt for purposes of this agreement.

ARTICLE XIII.
TERM OF AGREEMENT

Unless terminated by mutual consent of the parties, this ~~This~~ agreement shall remain in full force and effect as to the Oil and Gas Leases and/or Oil and Gas Interests subject hereto for the period of time selected below; provided, however, no party hereto shall ever be construed as having any right, title or interest in or to any Lease or Oil and Gas Interest contributed by any other party beyond the term of this agreement.

☑~~☐~~ Option No. 1: So long as any of the Oil and Gas Leases subject to this agreement remain or are continued in force as to any part of the Contract Area, whether by production, extension, renewal or otherwise.

~~☑Option No. 2: In the event the well described in Article VI.A., or any subsequent well drilled under any provision of this agreement, results in the Completion of a well as a well capable of production of Oil and/or Gas in paying quantities, this agreement shall continue in force so long as any such well is capable of production, and for an additional period of days thereafter; provided, however, if, prior to the expiration of such additional period, one or more of the parties hereto are engaged in drilling, Reworking, Deepening, Sidetracking, Plugging Back, testing or attempting to Complete or Re-complete a well or wells hereunder, this agreement shall continue in force until such operations have been completed and if production results therefrom, this agreement shall continue in force as provided herein. In the event the well described in Article VI.A., or any subsequent well drilled hereunder, results in a dry hole, and no other well is capable of producing Oil and/or Gas from the Contract Area, this agreement shall terminate unless drilling, Deepening, Sidetracking, Completing, Re- completing, Plugging Back or Reworking operations are commenced within days from the date of abandonment of said well. "Abandonment"for such purposes shall mean either (i) a decision by all parties not to conduct any further operations on the well or (ii) the elapse of 180 days from the conduct of any operations on the well, whichever first occurs.~~

The termination of this agreement shall not relieve any party hereto from any expense, liability or other obligation or any remedy therefor which has accrued or attached prior to the date of such termination.

Upon termination of this agreement and the satisfaction of all obligations hereunder, in the event a memorandum of this Operating Agreement has been filed of record, Operator is authorized to file of record in all necessary recording offices a notice of termination, and each party hereto agrees to execute such a notice of termination as to Operator's interest, upon request of Operator, if Operator has satisfied all its financial obligations.

ARTICLE XIV.
COMPLIANCE WITH LAWS AND REGULATIONS

A. Laws, Regulations and Orders:

This agreement shall be subject to the applicable laws of the state in which the Contract Area is located, to the valid rules, regulations, and orders of any duly constituted regulatory body of said state; and to all other applicable federal, state, and local laws, ordinances, rules, regulations and orders.

B. Governing Law:

This agreement and all matters pertaining hereto, including but not limited to matters of performance, non- performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the law of the state in which the Contract Area is located. If the Contract Area is in two or more states, the law of the state of Kansas shall govern.

C. Regulatory Agencies:

Nothing herein contained shall grant, or be construed to grant, Operator the right or authority to waive or release any rights, privileges, or obligations which Non-Operators may have under federal or state laws or under rules, regulations or orders promulgated under such laws in reference to oil, gas and mineral operations, including the location, operation, or production of wells, on tracts offsetting or adjacent to the Contract Area.

With respect to the operations hereunder, Non-Operators agree to release Operator from any and all losses, damages, injuries, claims and causes of action arising out of, incident to or resulting directly or indirectly from Operator's interpretation or application of rules, rulings, regulations or orders of any governmental authority having jurisdiction, including the Environmental Protection Agency, ~~of~~ the Department of Energy or Federal Energy Regulatory Commission or predecessor or successor agencies to the extent such interpretation or application was made in good faith and does not constitute gross negligence. Each Non-Operator further agrees to reimburse Operator for such Non-Operator's share of production or any refund, fine, levy or other governmental sanction that Operator may be required to pay as a result of such an incorrect interpretation or application, together with interest and penalties thereon owing by Operator as a result of such incorrect interpretation or application.

ARTICLE XV.
MISCELLANEOUS

A. Execution:

This agreement shall be binding upon each Non-Operator when this agreement or a counterpart thereof has been executed by such Non-Operator and Operator notwithstanding that this agreement is not then or thereafter executed by all of the parties to which it is tendered or which are listed on Exhibit "A" as owning an interest in the Contract Area or which own, in fact, an interest in the Contract Area. ~~Operator may, however, by written notice to all Non-Operators who have become bound by this agreement as aforesaid, given at any time prior to the actual spud date of the Initial Well but in no event later than five days prior to the date specified in Article VI.A. for commencement of the Initial Well, terminate this agreement if Operator in its sole discretion determines that there is insufficient participation to justify commencement of drilling operations. In the event of such a termination by Operator, all further obligations of the parties hereunder shall cease as of such termination. In the event any Non-Operator has advanced or prepaid any share of drilling or other costs hereunder, all sums so advanced shall be returned to such Non-Operator without interest. In the event Operator proceeds with drilling operations for the Initial Well without the execution hereof by all persons listed on Exhibit "A" as having a current working interest in such well, Operator shall indemnify Non-Operators with respect to all costs incurred for the Initial Well which would have been charged to such person under this agreement if such person had executed the same and Operator shall receive all revenues which would have been received by such person under this agreement if such person had executed the same.~~

B. Successors and Assigns:

This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors and assigns, and the terms hereof shall be deemed to run with the Leases or Interests included within the Contract Area.

C. Counterparts:

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

D. Severability:

For the purposes of assuming or rejecting this agreement as an executory contract pursuant to federal bankruptcy laws, this agreement shall not be severable, but rather must be assumed or rejected in its entirety, and the failure of any party to this agreement to comply with all of its financial obligations provided herein shall be a material default.

ARTICLE XVI.
OTHER PROVISIONS

A. Subsequently Created Interests:

If a Burdened Party elects to abandon any well under the provisions of Article VI.E. or elects to surrender a Lease (or any portion thereof or undivided interest therein) under the provisions of Article VIII.A. and, as a result thereof, becomes obligated to assign all or a portion of such Lease, or any undivided interest therein, to one or more of the other parties, then the interest assigned shall be free and clear of any such Subsequently Created Interest created by the Burdened Party and such Burdened Party shall indemnify, defend and hold harmless the assignees and their respective successors in interest from any and all claims and demands for payment asserted by the owners of the Subsequently Created Interest created by the Burdened Party.

B. Operator Liability:

Notwithstanding anything herein to the contrary and subject to Operator being removed in accordance with Article V.B. and Article XVI.S, in no event shall Operator have any liability as operator for any claim, damage, loss or liability sustained or incurred in connection with any operation or any other operation or activity prescribed or permitted hereunder or any breach of any provision regarding the standard of performance of an operator in performing operations under this agreement, EVEN IF SUCH CLAIM, DAMAGE, LOSS OR LIABILITY AROSE IN WHOLE OR IN PART FROM THE ACTIVE, PASSIVE, SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF OPERATOR OR ANY AFFILIATE OF OPERATOR OR ANY OFFICER, PARTNER, MEMBER, DIRECTOR, AGENT OR EMPLOYEE OF OPERATOR OR ANY AFFILIATE OF OPERATOR, OTHER THAN IF SUCH CLAIM, DAMAGE, LOSS OR LIABILITY AROSE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OPERATOR OR ANY AFFILIATE OF OPERATOR; it being understood by each party that any such claim, damage, loss or liability (other than that caused by the gross negligence or willful misconduct of Operator or any affiliate of Operator), shall be borne severally by the parties (including Operator) in proportion to their interests in the operations or activities giving rise to such claim, damage, loss or liability. Operator shall bear sole responsibility on behalf of the other parties to this agreement for any claim, damage, loss or liability to the extent any such claim, damage, loss or liability is caused by or arises out of the gross negligence or willful misconduct of Operator or any affiliate of Operator.

C. Confidentiality:

1. Except as otherwise specifically provided in this Article XVI.C., all information obtained pursuant to this agreement, including all geophysical, geological, and engineering data, well information, and all other records and reports pertaining to the Contract Area or the operations thereon (collectively, the "Confidential Information") shall be the sole and confidential property of the parties receiving it pursuant to this agreement, and the parties agree, and do hereby bind themselves, their successors and assigns, to accept and keep the Confidential Information confidential and for the exclusive use of the parties concerned for the term of this agreement. If any portion of the Confidential Information becomes generally available to the public while this agreement is still in force, and such availability is not a result of a breach of this agreement, then at that time the confidentiality provisions of this Article XVI.C. shall cease to apply to that portion of the Confidential Information that has become generally available to the public.

2. Any party may disclose Confidential Information, without the consent of any other party, (a) to any governmental authority when lawfully required by such governmental authority, (b) to potential and actual lenders, investors, co-investors and financial institutions, (c) to bona fide consultants and accredited engineering firms for the purpose of evaluation on a confidential basis, (d) to third parties with whom a party is engaged in a bona fide effort to sell all or part of its interest in the Contract Area in accordance with this agreement, (e) to third parties with whom a party is engaged in a bona fide effort to (i) effect a merger or consolidation, (ii) sell all or a controlling part of its stock or other equity capital, or (iii) sell all or substantially all of its assets or (f) to an affiliate, director, owner, auditor, employee, member, partner or officer of a party; provided that any third

party who is permitted access to Confidential Information pursuant to provisions (b), (c), (d) or (e) of this paragraph (collectively, the "Permitted Third Parties"), shall agree in writing prior to that access not to communicate such information to anyone and to make no use of such information adverse to the parties hereto during the period of time such information remains confidential hereunder.

3. Except as expressly provided hereunder, Operator makes no representations or warranties, express, statutory or implied, as to the accuracy, quality, or completeness of the Confidential Information. Operator shall not be liable to any other party or to any Permitted Third Party in contract, tort, securities laws or otherwise as a result of such other party's (or such Permitted Third Party's) use or disclosure of the Confidential Information, or errors therein or omissions therefrom. Each party accepts the Confidential Information "as is, where is, with all faults", and agrees that neither it nor any of its affiliates, representatives, owners, successors, or assigns shall rely upon the Confidential Information without first satisfying itself as to, and making independent verification of, the accuracy and completeness of such Confidential Information.

D. Regulatory Filings:

Operator shall use its reasonable efforts to obtain any governmental approvals or permits necessary to carry out operations under this agreement and shall prepare and file, in material compliance with law and other applicable requirements, the notices, reports and applications referred to in Article V.D.6. However, in no event shall Operator have any liability to any Non-Operator in obtaining, making or prosecuting (or failing to obtain, make or prosecute) any such approval, permit, or filing or in rendering (or failing to render) any notice, report or application, absent Operator's gross negligence or willful misconduct. Any penalties incurred as a result of any incorrect filing, notice, report or application shall, in the absence of Operator's gross negligence or willful misconduct, be charged to the parties owning the production to which the penalty pertains in proportion to such ownership.

E. Non-Operator Liability for Site Visits:

Each Non-Operator shall indemnify, defend and hold harmless Operator from and against any and all liability in excess of insurance coverage carried for the joint account for injury to such Non-Operator's officers, employees, invitees and/or agents, resulting from or relating to the presence of any such officers, employees, invitees and/or agents at any well location or production facility on the Contract Area or from any such person's traveling to or from such location or facility, other than any such injury and resulting liability caused by the gross negligence or willful misconduct of Operator.

F. Priority of Operations:

When a well has been authorized under the terms of this agreement and there is more than one operation proposed in connection with said well and all the parties participating in the well cannot agree upon the sequence and timing of further operations regarding the well, the following elections shall control in the order enumerated, as follows:

1. Prior to reaching the objective depth:

   a. drilling a well to its objective depth shall have first priority over all other operations and proposals; and

   b. in the event that impenetrable or other conditions or mechanical difficulties prevent reaching the objective depth, a proposal to Sidetrack in an effort to reach the objective depth shall have priority over a proposal to attempt a Completion in a Zone already reached.

2. After the objective depth has been reached:

   a. an election to do additional logging, coring or testing;

   b. an election to attempt to Complete the well at either the objective depth or objective Zone;

   c. an election to Deepen said well, in ascending order;

   d. an election to Plug Back and attempt to Complete said well, in ascending order;

e. an election to Sidetrack the well; and

f. an election to plug and abandon.

G. Proposing and Participating in Operations:

No party may elect to participate in only part of a proposed operation. When an operation is proposed pursuant to Article VI.B, each non-proposing party must elect either to participate in the entire proposed operation or to go non-consent with respect to the entire proposed operation.

H. Controlling Language:

In the event of any conflict between any provision of this Article XVI. and any other provision of this agreement, the provisions of this Article XVI. shall control and prevail.

I. Preparation of Operating Agreement:

Each Party hereto and its respective counsel participated in the preparation of this agreement. In the event of any ambiguity in this agreement, no presumption shall arise based on the identity of the draftsman of this agreement.

J. Headings for Convenience Only:

The headings and titles in this agreement are for guidance and convenience of reference only and do not limit or otherwise affect or interpret the provisions of this agreement.

K. References:

Each reference made in this agreement to an Article refers to the applicable Article in this agreement, unless the context clearly indicates otherwise. The words “this Article”, refers only to the Article hereof in which those words occur. Each reference made in this agreement to an Exhibit or Schedule refers to the applicable Exhibit or Schedule attached hereto, unless the context clearly indicates otherwise. Each Exhibit and Schedule attached hereto is made a part hereof.

L. Related Definitional Matters:

As used in this agreement, (a) any pronoun in masculine, feminine or neuter gender shall be construed to include all other genders, (b) the term “including” shall be construed to be expansive rather than limiting in nature and to mean “including without limitation”, except where the context expressly otherwise requires, (c) each term defined in this agreement in the singular shall include the plural of that term, and each term defined in this agreement in the plural shall include the singular of that term, and (d) the words “this agreement”, “herein”, “hereby”, “hereunder”, and ‘“hereof”, and words of similar import refer to this agreement as a whole and not to any particular part of this agreement unless the context clearly or expressly provides or indicates otherwise.

M. Consequential Damages:

None of the parties shall be entitled to recover from any other party, or such parties’ respective affiliates (as defined in Exhibit “C”), any indirect, consequential, punitive or exemplary damages arising under or in connection with this agreement or the transactions contemplated hereby, except to the extent any such party suffers such damages (including costs of defense and reasonable attorneys’ fees incurred in connection with defending such damages) to a third party, which damages (including costs of defense and reasonable attorneys’ fees incurred in connection with defending against such damages) shall not be excluded by this provision as to recovery hereunder. Subject to the preceding sentence, each party, on behalf of itself and each of its affiliates (as defined in Exhibit “C”), waives any right to recover punitive, special, exemplary and consequential damages arising in connection with or with respect to this agreement or the transactions contemplated hereby. Notwithstanding anything herein to the contrary, nothing in this agreement shall be construed to limit a party’s recovery of lost profits to the extent such lost profits constitute direct damages. Further, the parties each agree not to assert any claims against the other party for any of the foregoing damages.

N. Severability:

If any term or other provision of this agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

O. Amendment:

This agreement may be amended only by an instrument in writing executed by all of the parties hereto and expressly identified as an amendment or modification. Notwithstanding the foregoing, the Operator is hereby authorized to revise, modify or supplement Exhibit “A” to this Agreement to evidence any changes in or additions to the Contract Area or the Oil and Gas Interests and/or Oil and Gas Leases forming a part of or covered by the Contract Area (to the extent Operator provides supporting documentation evidencing such changes) and to correct any ministerial errors that the Operator may find from time to time in Exhibit “A”. The provisions of this agreement shall constitute a covenant running with the land and shall remain in full force and effect and be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns, in each case, until this agreement terminates.

P. Memorandum of Operating Agreement:

The parties agree that upon execution of this agreement, the parties will also execute the applicable Memorandum of Operating Agreement in the form set forth in Exhibit “H” hereto for recordation by either party in the ordinary course of business, in the county or counties and the state in which the Contract Area is located.

Q. Adjustments to Contract Area:

In the event any Interest or Lease is assigned pursuant to this agreement, the interests of the parties reflected on Exhibit “A” shall be revised on an acreage basis, effective as of the date of such assignment, to reflect the assignment.

R. Joint Use Agreement:

The parties acknowledge that the parties hereto are also parties to that certain Joint Use Agreement by and among Linn, Berry Petroleum Company, LLC, XTO Energy, Inc., ExxonMobil Oil Corporation, Mobil E&P U.S. Development Corporation, and Exxon Mobil Corporation, effective August 15, 2014 (the “JUA”). The JUA contains certain rights, remedies and obligations of the parties with respect to the Oil and Gas Leases and/or Interests comprising the Contract Area which supplement or modify its rights and obligations hereunder. The parties’ rights and obligations hereunder shall be subject to the JUA, which shall control in the event of conflict between the provisions of the JUA and the provisions of this agreement.

S. Transfer of Operatorship:

1. From and after March 31, 2018, Berry Petroleum Company, LLC (“Berry”) shall have the right to request for itself, an affiliate of Berry or a third party to become Operator for all purposes of this agreement by delivering written notice of such request to Linn Operating, Inc. or Linn Energy Holdings, LLC (“Linn”), which notice shall, (i) to the extent the proposed Operator is a third party, include a certification that such third party is reasonably qualified to operate and develop the Contract Area, and (ii) be delivered not less than 90 days prior to the date on which Berry is proposing the change of Operator to occur. If Berry proposes that it or its affiliate shall become Operator, Linn will be deemed to have approved such request and the relevant entity shall become Operator on the date specified in the written notice. Should Berry propose to appoint a third party as Operator, Linn shall have a period of 15 days to review and approve such request. If Linn approves such request within such 15 day period, or fails to deliver a written notice of disapproval of such request within such 15 day period (in which case Linn shall be deemed to approve such request), then, on the date that is specified in the notice, such third party shall become Operator for all purposes of this agreement without the need for any vote.

During such 90 day period, Linn shall use commercially reasonable efforts to assist in the transition of Berry, its affiliate or the relevant third party to the role of Operator. Linn shall not unreasonably withhold its approval of any request made by Berry for a change of Operator pursuant to this Article XVI.S.1.

2. Notwithstanding any other provision of this agreement to the contrary, if Linn Operating, Inc. or Linn Energy Holdings, LLC sells or transfers (including as part of a Change of Control with respect to Linn) all of its interests under this agreement and/or all of its rights and interests in and to the Contract Area to a third party (any such sale or transfer, a "Linn Exit Event"), then, contemporaneously with such Linn Exit Event, Berry (or its affiliate) shall automatically become Operator hereunder and shall succeed Linn Operating, Inc. (or its assignee or successor, if applicable) as Operator for all purposes of this agreement, without requirement of any vote or further action by the parties. Linn shall deliver written notice to Berry promptly after the execution of any definitive documentation pursuant to which a Linn Exit Event may occur, and the closing of such Linn Exit Event shall not occur less than 30 days after the date that such notice is delivered.

3. Notwithstanding any other provision of this agreement to the contrary, if Berry sells or transfers (including as part of a Change of Control with respect to Berry) all of its interests under this agreement and/or all of its rights and interests in and to the Contract Area to a third party (any such sale or transfer, a "Berry Exit Event"), then, contemporaneously with such Berry Exit Event, Berry's transferee (or such transferee's affiliate) shall automatically become Operator hereunder and shall succeed Linn Operating, Inc. (or its assignee or successor, if applicable) as Operator for all purposes of this agreement, without requirement of any vote or further action by the parties. Berry shall deliver written notice to Linn promptly after the execution of any definitive documentation pursuant to which a Berry Exit Event may occur, and the closing of such Berry Exit Event shall not occur less than 30 days after the date that such notice is delivered.

T. Metering of Production

If a diversity of the working interest ownership in production from the Contract Area occurs as a result of operations by less than all parties pursuant to any provision of this agreement, it is agreed that the oil and other hydrocarbons produced from the well or wells completed by the Consenting Party or Parties shall be separately measured by standard metering equipment to be properly tested periodically for accuracy, and the setting of a separate battery tank will not be required.

U. Additional Definitions:

The term "affiliate" shall mean, with respect to any party, any other person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such person. As used in this definition, the term "Control" (including the terms "Controlling," "Controlled by," and "under common Control with") with respect to any person or entity means the possession, directly or indirectly, of the power to exercise or determine the voting of more than 50% of the voting rights in a corporation, and, in the case of any other type of entity, the right to exercise or determine the voting of more than 50% of the equity interests having voting rights, or otherwise to direct or cause the direction of the management and policies of such person, whether by contract or otherwise.

The term "Change of Control" shall mean, with respect to any party, the occurrence of any of the following: (a) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that one or more third parties becomes the beneficial owner, directly or indirectly, of more than 50% of the voting equity interests of such party; (b) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of such party's assets and the assets of its subsidiaries, taken as a whole, to one or more third parties; provided, however, that none of the circumstances in this clause (b) shall be a Change of Control if the persons that beneficially own such equity interests immediately prior to the transaction own, directly or indirectly, equity interests with a majority of the total voting power of all of the

outstanding equity interests of the transferee immediately after the transaction; or (c) such party consolidates with, or merges with or into, any third party or any third party consolidates with, or merges with or into, such party, in either case, pursuant to a transaction in which any of such party's outstanding equity interests or the equity interests of such third party is converted into or exchanged for cash, securities or other property (other than pursuant to a transaction in which a party's equity interests outstanding immediately prior to the transaction constitute, or are converted into or exchanged for, a majority of the equity securities of the surviving person immediately after giving effect to such transaction); provided, that for the avoidance of doubt, neither an IPO nor reorganization of a party or any of such party's subsidiaries shall constitute a Change of Control.

V. Operator:

Linn Operating, Inc. ("Operator") is an affiliate of Linn Energy Holdings, LLC, which owns an interest in the Contract Area. Operator shall carry out all duties and responsibilities under the terms and provisions of this agreement. Each Non-Operator hereby authorizes Operator to carry on its duties as Operator under the terms and provisions of this agreement. Operator owns no leasehold interest in the Contract Area, but accepts the designation of Operator and agrees to perform all actions as Operator as set forth in this agreement. Notwithstanding anything herein to the contrary, so long as Linn Energy Holdings, LLC or any of its affiliates owns an interest in the Contract Area, Operator shall be deemed to own an interest in the Contract Area for all purposes under this agreement.

W. Successors and Assigns:

Each party hereto covenants and agrees for itself, its successors and assigns, that any sale, assignment, sublease, mortgage, pledge or other instrument affecting the leases and lands subject to this instrument (whether of an operating or non-operating interest or a mortgage, pledge or other security interest) will be made and accepted subject to this instrument. Should a party assign all or part of its interest in the Contract Area subject to this agreement, at such time as the selling party has paid all of its share of joint interest billing costs in accordance with Exhibit "C" current to the effective date of such sale, it shall be deemed that the selling party shall be released from any responsibility for costs thereafter incurred relative to the undivided interest sold; provided, however, to the extent a party retains an undivided interest such party shall continue to be bound by all of the terms and conditions of this agreement applicable to the retained undivided interest. The party acquiring the interest shall be furnished a copy of this agreement and any amendments thereto, and shall expressly agree in writing to be bound by all of its terms and provisions. Any mortgagee, pledgee or person holding only a security interest shall not incur any obligations under this agreement although its rights may be affected or limited hereby, unless and until such mortgagee, pledgee or person holding a security interest acquires legal title to any interests subject to this agreement. In the event of the foreclosure of the mortgage or security interest, any sale will be expressly made and accepted subject to all of the terms and provisions of this agreement.

X. Bankruptcy:

If, following the granting of relief under the Bankruptcy Code to any party hereto as debtor thereunder, this agreement should be held to be an executory contract under the Bankruptcy Code, then any remaining party shall be entitled to a determination by debtor or any trustee for debtor within thirty (30) days from the date an order for relief is entered under the Bankruptcy Code as to the rejection or assumption of this agreement. If the debtor or trustee determines to assume this agreement, the party seeking determination shall be entitled to adequate assurances as to the future performance of debtor's obligations hereunder and the protection of the interests of all parties. The debtor shall satisfy its obligation to provide adequate assurances by either advancing payments or depositing the debtor's proportionate share of expenses in escrow.

Y. Covenant Running with the Land:

Should any party hereto sell or transfer any or all of its leasehold estate committed to this agreement, the obligations, terms and covenants hereof shall be considered covenants running with the land and shall inure to and be binding upon the parties hereto, their respective heirs, devisees, legal representatives, successors and assigns.

Z. Audit Rights:

Notwithstanding the termination of this agreement, with respect to any operation undertaken in the Contract Area hereunder, the access rights set forth in Article V.D.5. shall survive for a period of three years after the completion of such operation.

IN WITNESS WHEREOF, this agreement shall be effective as of the day of , .

~~, who has prepared and circulated this form for execution, represents and warrants that the form was printed from and, with the exception(s) listed below, is identical to the AAPL Form 610-1989 Model Form Operating Agreement, as published in computerized form by Forms On-A-Disk, Inc. No changes, alterations, or modifications, other than those made by strikethrough and/or insertion and that are clearly recognizable as changes in Articles , have been made to the form.~~

ATTEST OR WITNESS:

OPERATOR

Linn Operating, Inc.,
as agent for Linn Energy Holdings, LLC

By /s/ Arden L. Walker, Jr.

/s/ Arden L. Walker, Jr.
Type or print name

Title Executive Vice President and Chief Operating Officer

Date February 28, 2017

~~Tax ID or S.S. No.~~

NON-OPERATORS

Berry Petroleum Company, LLC

By /s/ Arthur T. Smith

Arthur T. Smith
Type or print name

Title CEO

Date February 28, 2017

~~Tax ID or S.S. No.~~

By

Type or print name

Title

Date

~~Tax ID or S.S. No.~~

By

Type or print name

Title

Date

~~Tax ID or S.S. No.~~

ACKNOWLEDGMENTS

Note: The following forms of acknowledgment are the short forms approved by the Uniform Law on Notarial Acts.

The validity and effect of these forms in any state will depend upon the statutes of that state.

Individual acknowledgment:

State of)

) ss.

County of)

This instrument was acknowledged before me on

by

(Seal, if any)

Title (and Rank)

My commission expires:

Acknowledgment in representative capacity:

State of)

) ss.

County of)

This instrument was acknowledged before me on

by as

of .

(Seal, if any)

Title (and Rank)

My commission expires :

Exhibit 10.9

A.A.P.L. FORM 610 - 1989

MODEL FORM OPERATING AGREEMENT

OPERATING AGREEMENT

DATED

February 28, 2017,
year

OPERATOR **Berry Petroleum Company, LLC**

CONTRACT AREA **Hill (See Exhibit "A" hereto)**

COUNTY OR PARISH OF _____, STATE OF **California**

A.A.P.L. NO. 610 – 1989

TABLE OF CONTENTS

TABLE OF CONTENTS

OPERATING AGREEMENT

THIS AGREEMENT, entered into by and between Berry Petroleum Company, LLC, hereinafter designated and referred to as "Operator," and the signatory party or parties other than Operator, sometimes hereinafter referred to individually as "Non-Operator," and collectively as "Non-Operators."

WITNESSETH:

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the land identified in Exhibit "A," and the parties hereto have reached an agreement to explore and develop these Leases and/or Oil and Gas Interests for the production of Oil and Gas to the extent and as hereinafter provided,

NOW, THEREFORE, it is agreed as follows:

ARTICLE I.
DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them:

A. The term "AFE" shall mean an Authority for Expenditure prepared by a party to this agreement for the purpose of estimating the costs to be incurred in conducting an operation hereunder.

B. The term "Completion" or "Complete" shall mean a single operation intended to complete a well as a producer of Oil and Gas in one or more Zones, including, but not limited to, the setting of production casing, perforating, well stimulation and production testing conducted in such operation.

C. The term "Contract Area" shall mean all of the lands, Oil and Gas Leases and/or Oil and Gas Interests intended to be developed and operated for Oil and Gas purposes under this agreement. Such lands, Oil and Gas Leases and Oil and Gas Interests are described in Exhibit "A."

D. The term "Deepen" shall mean a single operation whereby a well is drilled to an objective Zone below the deepest Zone in which the well was previously drilled, or below the Deepest Zone proposed in the associated AFE, whichever is the lesser.

E. The terms "Drilling Party" and "Consenting Party" shall mean a party who agrees to join in and pay its share of the cost of any operation conducted under the provisions of this agreement.

F. The term "Drilling Unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. If a Drilling Unit is not fixed by any such rule or order, a Drilling Unit shall be the drilling unit as established by the pattern of drilling in the Contract Area unless fixed by express agreement of the Drilling Parties.

G. The term "Drillsite" shall mean the Oil and Gas Lease or Oil and Gas Interest on which a proposed well is to be located.

~~H. The term "Initial Well" shall mean the well required to be drilled by the parties hereto as provided in Article VI.A.~~

~~I. The term "Non-Consent Well" shall mean a well in which less than all parties have conducted an operation as provided in Article VI.B.2.~~

~~J. The terms "Non-Drilling Party" and "Non-Consenting Party" shall mean a party who elects not to participate in a proposed operation.~~

K. The term "Oil and Gas" shall mean oil, gas, casinghead gas, gas condensate, and/or all other liquid or gaseous hydrocarbons and other marketable substances produced therewith, unless an intent to limit the inclusiveness of this term is specifically stated.

L. The term "Oil and Gas Interests" or "Interests" shall mean unleased fee and mineral interests in Oil and Gas in tracts of land lying within the Contract Area which are owned by parties to this agreement.

M. The terms “Oil and Gas Lease,” “Lease” and “Leasehold” shall mean the oil and gas leases or interests therein covering tracts of land lying within the Contract Area which are owned by the parties to this agreement.

N. The term “Plug Back” shall mean a single operation whereby a deeper Zone is abandoned in order to attempt a Completion in a shallower Zone.

O. The term “Recompletion” or “Recomplete” shall mean an operation whereby a Completion in one Zone is abandoned in order to attempt a Completion in a different Zone within the existing wellbore.

P. The term “Rework” shall mean an operation conducted in the wellbore of a well after it is Completed to secure, restore, or improve production in a Zone which is currently open to production in the wellbore. Such operations include, but are not limited to, well stimulation operations, Well Conversions, squeeze jobs, acid jobs or reperforations but exclude any routine repair or maintenance work or drilling, Sidetracking, Deepening, Completing, Recompleting, or Plugging Back of a well.

Q. The term “Sidetrack” shall mean the directional control and intentional deviation of a well from vertical so as to change the bottom hole location unless done to straighten the hole or drill around junk in the hole or to overcome other mechanical difficulties. Q.1 The term “Well Conversion” shall mean any operation required to (a) convert any injection well into a well capable of producing Oil and Gas or (b) convert any well capable of producing Oil and Gas into an injection well.

R. The term “Zone” shall mean a stratum of earth containing or thought to contain a common accumulation of Oil and Gas separately producible from any other common accumulation of Oil and Gas.

Unless the context otherwise clearly indicates, words used in the singular include the plural, the word “person” includes natural and artificial persons, the plural includes the singular, and any gender includes the masculine, feminine, and neuter.

ARTICLE II.
EXHIBITS

The following exhibits, as indicated below and attached hereto, are incorporated in and made a part hereof:

X A. Exhibit “A,” shall include the following information:

(1) Description of lands subject to this agreement,

(2) Restrictions, if any, as to depths, formations, or substances,

(3) Parties to agreement with addresses, email addresses and telephone numbers for notice purposes,

(4) Percentages or fractional interests of parties to this agreement,

(5) Oil and Gas Leases and/or Oil and Gas Interests subject to this agreement,

(6) Burdens on production.

~~B. Exhibit “B,” Form of Lease.~~

X C. Exhibit “C,” Accounting Procedure.

X D. Exhibit “D,” Insurance.

X E. Exhibit “E,” Gas Balancing Agreement.

X F. Exhibit “F,” Non-Discrimination and Certification of Non-Segregated Facilities.

~~G. Exhibit “G,” Tax Partnership.~~

X H. Other: Exhibit “H”, Memorandum of Operating Agreement and Financing Statement

If any provision of any exhibit, except Exhibits "E," and "F" ~~and "G,"~~ is inconsistent with any provision contained in ~~the body of this agreement~~ Articles I. through XVI., ~~-~~the provisions in Articles I. through XVI. ~~the body of this agreement~~ shall prevail.

ARTICLE III.
INTERESTS OF PARTIES

~~A. Oil and Gas Interests:~~

~~If any party owns an Oil and Gas Interest in the Contract Area, that Interest shall be treated for all purposes of this agreement and during the term hereof as if it were covered by the form of Oil and Gas Lease attached hereto as Exhibit "B," and the owner thereof shall be deemed to own both royalty interest in such lease and the interest of the lessee thereunder.~~

B. Interests of Parties in Costs and Production:

Unless changed by other provisions of this agreement, all costs and liabilities incurred in operations under this agreement shall be borne and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties as their interests are set forth in Exhibit "A." In the same manner, the parties shall also own all production of Oil and Gas from the Contract Area as their interests are set forth in Exhibit "A" subject, however, to the payment of royalties and other burdens on production as described hereafter.

Regardless of which party has contributed any Oil and Gas Lease or Oil and Gas Interest on which royalty or other burdens may be payable and except as otherwise expressly provided in this agreement, each party shall pay or deliver, or cause to be paid or delivered, all burdens on its share of the production from the Contract Area as of the date of this agreement ~~up to, but not in excess of,~~ and shall indemnify, defend and hold the other parties free from any liability therefor. ~~Except as otherwise expressly provided in this agreement, if any party has contributed hereto any Lease or Interest which is burdened with any royalty, overriding royalty, production payment or other burden on production in excess of the amounts stipulated above, such party so burdened shall assume and alone bear all such excess obligations and shall indemnify, defend and hold the other parties hereto harmless from any and all claims attributable to such excess burden. However, so long as the Drilling Unit for the productive Zone(s) is identical with the Contract Area, each party shall pay or deliver, or cause to be paid or delivered, all burdens on production from the Contract Area due under the terms of the Oil and Gas Lease(s) which such party has contributed to this agreement, and shall indemnify, defend and hold the other parties free from any liability therefor.~~

No party shall ever be responsible, ~~on a price basis higher than the price received by such party,~~ to any other party's lessor or royalty owner for the other party's royalty or other burden on production, and if such other party's lessor or royalty owner should demand and receive settlement ~~on a higher price basis~~ for such burden, the party contributing the affected Lease shall bear the ~~additional~~ royalty or other burden attributable to such settlement ~~higher price~~.

Nothing contained in this Article III.B. shall be deemed an assignment or cross-assignment of interests covered hereby, and in the event two or more parties contribute to this agreement jointly owned Leases, the parties' undivided interests in said Leaseholds shall be deemed separate leasehold interests for the purposes of this agreement.

C. Subsequently Created Interests: See also Article XVI.A.

If any party has contributed hereto a Lease or Interest that is burdened with an assignment of production given as security for the payment of money, or if, after the date of this agreement, any party creates an overriding royalty, production payment, net profits interest, assignment of production or other burden payable out of production attributable to its working interest hereunder, such burden shall be deemed a "Subsequently Created Interest." Further, if any party has contributed hereto a Lease or Interest burdened with an overriding royalty, production payment, net profits interests, or other burden payable out of production created prior to the date of this agreement, and such burden is not shown on Exhibit "A," such burden also shall be deemed a Subsequently Created Interest ~~to the extent such burden causes the burdens on such party's Lease or Interest to exceed the amount stipulated in Article III.B. above~~.

The party whose interest is burdened with the Subsequently Created Interest (the "Burdened Party") shall assume and alone bear, pay and discharge the Subsequently Created Interest and shall indemnify, defend and hold harmless the other parties from and against any liability therefor. Further, if the Burdened Party fails to pay, when due, its share of expenses chargeable hereunder, all provisions of Article VII.B. shall be enforceable against the Subsequently Created Interest in the same manner as they are enforceable against the working interest of the Burdened Party. If the Burdened Party is required under this agreement to assign or relinquish to any other party, or parties, all or a portion of its working interest and/or the production attributable thereto, said other party, or parties, shall receive said assignment and/or production free and clear of said Subsequently Created Interest, and the Burdened Party shall indemnify, defend and hold harmless said other party, or parties, from any and all claims and demands for payment asserted by owners of the Subsequently Created Interest.

ARTICLE IV.
TITLES

A. Title Examination:

Title examination (which may include title opinions and/or run sheets, in accordance with past practice) shall be made on the Drillsite of any proposed well prior to commencement of drilling operations in accordance with this Article IV.A. and, if ~~a majority in interest of the Drilling Parties so request or~~ Operator so elects, title examination (which may include title opinions and/or run sheets, in accordance with past practice) shall be made on the entire Drilling Unit or any portion thereof, or maximum anticipated Drilling Unit or any portion thereof, of the well. The opinion (or run sheet, as applicable) will include the ownership of the working interest, minerals, royalty, overriding royalty and production payments under the applicable Leases. Each party contributing Leases and/or Oil and Gas Interests to be included in the Drillsite or Drilling Unit, if appropriate, shall furnish to Operator all abstracts (including federal lease status reports), title opinions, title papers and curative material in its possession free of charge. All such information not in the possession of or made available to Operator by the parties, but necessary for the examination of the title, shall be obtained by Operator. Operator shall cause title to be examined by attorneys on its staff or by outside attorneys and field landmen. Copies of all title opinions (or run sheets, if applicable) shall be furnished to each Drilling Party. Costs incurred by Operator in procuring abstracts, fees paid outside attorneys and field landmen for title examination (including preliminary, supplemental, shut-in royalty opinions and division order title opinions) and other direct charges as provided in Exhibit "C" shall be borne by the Drilling Parties in the proportion that the interest of each Drilling Party bears to the total interest of all Drilling Parties as such interests appear in Exhibit "A." Operator shall make no charge for services rendered by its staff attorneys or other personnel in the performance of the above functions.

Each party shall be responsible for securing curative matter and pooling amendments or agreements required in connection with Leases or Oil and Gas Interests contributed by such party. Operator shall be responsible for the preparation and recording of pooling designations or declarations and communitization agreements as well as the conduct of hearings before governmental agencies for the securing of spacing or pooling orders or any other orders or approvals necessary or appropriate to the conduct of operations hereunder. This shall not prevent any party from appearing on its own behalf at such hearings. Costs incurred by Operator, including fees paid to outside attorneys, which are associated with hearings before governmental agencies, and which costs are necessary and proper for the activities contemplated under this agreement, shall be direct charges to the joint account and shall not be covered by the administrative overhead charges as provided in Exhibit "C."

Operator shall make no charge for services rendered by its staff attorneys or other personnel in the performance of the above functions.

No well shall be drilled on the Contract Area until after (1) the title to the Drillsite or Drilling Unit, if appropriate, has been examined as above provided, and (2) the title has been approved by Operator ~~the examining attorney or title has been accepted by all of the Drilling Parties in such well~~.

B. Loss or Failure of Title:

~~1. Failure of Title: Should any Oil and Gas Interest or Oil and Gas Lease be lost through failure of title, which results in a reduction of interest from that shown on Exhibit "A," the party credited with contributing the affected Lease or Interest (including, if applicable, a successor in interest to such party) shall have ninety (90) days from final determination of title failure to acquire a new lease or other instrument curing the entirety of the title failure, which acquisition will not be subject to Article VIII.B., and failing to do so, this agreement, nevertheless, shall continue in force as to all remaining Oil and Gas Leases and Interests; and,~~

~~(a) The party credited with contributing the Oil and Gas Lease or Interest affected by the title failure (including, if applicable, a successor in interest to such party) shall bear alone the entire loss and it shall not be entitled to recover from Operator or the other parties any development or operating costs which it may have previously paid or incurred, but there shall be no additional liability on its part to the other parties hereto by reason of such title failure;~~

~~(b) There shall be no retroactive adjustment of expenses incurred or revenues received from the operation of the Lease or Interest which has failed, but the interests of the parties contained on Exhibit "A" shall be revised on an acreage basis, as of the time it is determined finally that title failure has occurred, so that the interest of the party whose Lease or Interest is affected by the title failure will thereafter be reduced in the Contract Area by the amount of the Lease or Interest failed;~~

(c) If the proportionate interest of the other parties hereto in any producing well previously drilled on the Contract Area is increased by reason of the title failure, the party who bore the costs incurred in connection with such well attributable to the Lease or Interest which has failed shall receive the proceeds attributable to the increase in such interest (less costs and burdens attributable thereto) until it has been reimbursed for unrecovered costs paid by it in connection with such well attributable to such failed Lease or Interest;

(d) Should any person not a party to this agreement, who is determined to be the owner of any Lease or Interest which has failed, pay in any manner any part of the cost of operation, development, or equipment, such amount shall be paid to the party or parties who bore the costs which are so refunded;

(e) Any liability to account to a person not a party to this agreement for prior production of Oil and Gas which arises by reason of title failure shall be borne severally by each party (including a predecessor to a current party) who received production for which such accounting is required based on the amount of such production received, and each such party shall severally indemnify, defend and hold harmless all other parties hereto for any such liability to account;

(f) No charge shall be made to the joint account for legal expenses, fees or salaries in connection with the defense of the Lease or Interest claimed to have failed, but if the party contributing such Lease or Interest hereto elects to defend its title it shall bear all expenses in connection therewith; and

(g) If any party is given credit on Exhibit "A" to a Lease or Interest which is limited solely to ownership of an interest in the wellbore of any well or wells and the production therefrom, such party's absence of interest in the remainder of the Contract Area shall be considered a Failure of Title as to such remaining Contract Area unless that absence of interest is reflected on Exhibit "A."

2. Loss by Non-Payment or Erroneous Payment of Amount Due: If, through mistake or oversight, any rental, shut-in well payment, minimum royalty or royalty payment, or other payment necessary to maintain all or a portion of an Oil and Gas Lease or interest is not paid or is erroneously paid, and as a result a Lease or Interest terminates, there shall be no monetary liability against the party who failed to make such payment. Unless the party who failed to make the required payment secures a new Lease or Interest covering the same interest within ninety (90) days from the discovery of the failure to make proper payment, which acquisition will not be subject to Article VIII.B., the interests of the parties reflected on Exhibit "A" shall be revised on an acreage basis, effective as of the date of termination of the Lease or Interest involved, and the party who failed to make proper payment will no longer be credited with an interest in the Contract Area on account of ownership of the Lease or Interest which has terminated. If the party who failed to make the required payment shall not have been fully reimbursed, at the time of the loss, from the proceeds of the sale of Oil and Gas attributable to the lost Lease or Interest, calculated on an acreage basis, for the development and operating costs previously paid on account of such Lease or Interest, it shall be reimbursed for unrecovered actual costs previously paid by it (but not for its share of the cost of any dry hole previously drilled or wells previously abandoned) from so much of the following as is necessary to effect reimbursement:

(a) Proceeds of Oil and Gas produced prior to termination of the Lease or Interest, less operating expenses and lease burdens chargeable hereunder to the person who failed to make payment, previously accrued to the credit of the lost Lease or Interest, on an acreage basis, up to the amount of unrecovered costs;

(b) Proceeds of Oil and Gas, less operating expenses and lease burdens chargeable hereunder to the person who failed to make payment, up to the amount of unrecovered costs attributable to that portion of Oil and Gas thereafter produced and marketed (excluding production from any wells thereafter drilled) which, in the absence of such Lease or Interest termination, would be attributable to the lost Lease or Interest on an acreage basis and which as a result of such Lease or Interest termination is credited to other parties, the proceeds of said portion of the Oil and Gas to be contributed by the other parties in proportion to their respective interests reflected on Exhibit "A"; and,

(c) Any monies, up to the amount of unrecovered costs, that may be paid by any party who is, or becomes, the owner of the Lease or Interest lost, for the privilege of participating in the Contract Area or becoming a party to this agreement.

3. Other Losses: All losses of Leases or Interests committed to this agreement, other than those set forth in Articles IV.B.1. and IV.B.2. above, shall be joint losses and shall be borne by all parties in proportion to their respective interests shown on Exhibit "A." This Such joint losses shall include but not be limited to the loss of any Lease or Interest through failure to develop or because express or implied covenants have not been performed (other than performance which requires only the payment of money), and the loss of any Lease by expiration at the end of its primary term if it is not renewed or extended. There shall be no readjustment of interests in the remaining portion of the Contract Area on account of any joint loss.

4. Curing Title: In the event of a Failure of Title under Article IV.B.1. or a loss of title under Article IV.B.2. above, any Lease or Interest acquired by any party hereto (other than the party whose interest has failed or was lost) during the ninety (90) day period provided by Article IV.B.1. and Article IV.B.2. above covering all or a portion of the interest that has failed or was lost shall be offered at cost to the party whose interest has failed or was lost, and the provisions of Article VIII.B. shall not apply to such acquisition.

ARTICLE V.
OPERATOR

A. Designation and Responsibilities of Operator:

Berry Petroleum Company, LLC shall be the Operator of the Contract Area, and shall conduct and direct and have full control of all operations on the Contract Area as permitted and required by, and within the limits of this agreement. In its performance of services hereunder for the Non-Operators, Operator shall be an independent contractor not subject to the control or direction of the Non-Operators except as to the type of operation to be undertaken in accordance with the election procedures contained in this agreement. Operator shall not be deemed, or hold itself out as, the agent of the Non-Operators with authority to bind them to any obligation or liability assumed or incurred by Operator as to any third party. Operator shall conduct its activities under this agreement as a reasonable prudent operator, in a good and workmanlike manner, with due diligence and dispatch, in accordance with good oilfield practice, and in compliance with applicable law and regulation, but in no event shall it have any liability as Operator to the other parties or any of their respective officers, employees, or agents for any claims, whether or not due to the negligence of Operator ~~for losses sustained or liabilities incurred~~ except such as may result from gross negligence or willful misconduct of the Operator .. See also Article XVI.B.

B. Resignation or Removal of Operator and Selection of Successor: See also Article XVI.S

1. Resignation or Removal of Operator: Operator may resign at any time by giving written notice thereof to Non-Operators. If Operator terminates its legal existence, or Operator or one of its affiliates, ~~no~~ no longer owns an interest hereunder in the Contract Area, or is no longer reasonably capable of serving as Operator, Operator shall be deemed to have resigned without any action by Non-Operators, except the selection of a successor. Operator may be removed only for good cause by the affirmative vote of Non-Operators owning a majority interest based on ownership as shown on Exhibit "A" remaining after excluding the voting interest of Operator; such vote shall not be deemed effective until a written notice has been delivered to the Operator by a Non-Operator detailing the alleged default and Operator has failed to cure the default within thirty (30) days from its receipt of the notice or, if the default concerns an operation then being conducted, within forty-eight (48) hours of its receipt of the notice. For purposes hereof, "good cause" shall mean not only gross negligence or willful misconduct but also the material breach of or inability to meet the standards of operation contained in Article V.A. or material failure or inability to perform its obligations under this agreement.

~~Subject to Article VII.D.1., s~~Such resignation or removal shall not become effective until 7:00 o'clock A.M. on the first day of the calendar month following the expiration of ninety (90) days after the giving of notice of resignation by Operator or action by the Non-Operators to remove Operator, unless a successor Operator has been selected and assumes the duties of Operator at an earlier date. Operator, after the effective date of resignation or removal, shall be bound by the terms hereof as a Non-Operator. A change of a corporate name or structure of Operator or transfer of Operator's interest to any single affiliate, subsidiary, parent or successor corporation shall not be the basis for removal of Operator.

2. Selection of Successor Operator: Upon the resignation or removal of Operator under any provision of this agreement, a successor Operator shall be selected by the parties. The successor Operator shall be selected from the parties owning an interest in the Contract Area at the time such successor Operator is selected. The successor Operator shall be selected by the affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A"; provided, however, if an Operator which has been removed or is deemed to have resigned fails to vote or votes only to succeed itself, the successor Operator shall be selected by the affirmative vote of the party or parties owning a majority interest based on ownership as shown on Exhibit "A" remaining after excluding ~~the~~ any remaining voting interest of the Operator that was removed or resigned and the interest of its affiliates; and provided further that the requirement of two (2) or more parties shall not apply in the event that only one (1) party is entitled to vote. The former Operator shall promptly deliver to the successor Operator all records and data relating to the operations conducted by the former Operator to the extent such records and data are not already in the possession of the successor operator. Any cost of obtaining or copying the former Operator's records and data shall be charged to the joint account.

3. Effect of Bankruptcy: If Operator becomes insolvent, bankrupt or is placed in receivership, it shall be deemed to have resigned without any action by Non-Operators, except the selection of a successor. If a petition for relief under the federal bankruptcy laws is filed by or against Operator, and the removal of Operator is prevented by the federal bankruptcy court, all Non-Operators and Operator shall comprise an interim operating committee to serve until Operator has elected to reject or assume this agreement pursuant to the Bankruptcy Code, and an election to reject this agreement by Operator as a debtor in possession, or by a trustee in bankruptcy, shall be deemed a resignation as Operator without any action by Non-Operators, except the selection of a successor. ~~During the period of time the operating committee controls operations, all actions shall require the approval of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A." In the event there are only two (2) parties to this agreement, during the period of time the operating committee controls operations, a third party acceptable to Operator, Non-Operator and the federal bankruptcy court shall be selected as a member of the operating committee, and all actions shall require the approval of two (2) members of the operating committee without regard for their interest in the Contract Area based on Exhibit "A."~~

C. Employees and Contractors:

The number of employees or contractors used by Operator in conducting operations hereunder, their selection, and the hours of labor and the compensation for services performed shall be determined by Operator, and all such employees or contractors shall be the employees or contractors of Operator.

D. Rights and Duties of Operator:

1. Competitive Rates and Use of Affiliates: All ~~wells drilled on~~ operations conducted in the Contract Area shall be ~~drilled~~ conducted on a competitive contract basis at the usual rates prevailing in the area. If it so desires, Operator may employ its own tools and equipment in ~~the drilling of wells~~ conducting such operations, but its charges therefor shall not exceed the prevailing rates in the area and the rate of such charges shall be agreed upon by the parties in writing before drilling operations are commenced, and such work shall be performed by Operator under the ~~same~~ terms and conditions as are customary , competitive and usual in the area in contracts of independent contractors who are doing work of a similar nature. All work performed or materials supplied by affiliates or related parties of Operator shall be performed or supplied at customary and competitive rates, pursuant to written agreement, and in accordance with customs and standards prevailing in the industry.

2. Discharge of Joint Account Obligations: Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses incurred in the development and operation of the Contract Area pursuant to this agreement and shall charge each of the parties hereto with their respective

proportionate shares upon the expense basis provided in Exhibit “C.” Operator shall keep an accurate record of the joint account hereunder, showing expenses incurred and charges and credits made and received.

3. Protection from Liens: Operator shall pay, or cause to be paid, as and when they become due and payable, all accounts of contractors and suppliers and wages and salaries for services rendered or performed, and for materials supplied on, to or in respect of the Contract Area or any operations for the joint account thereof, and shall keep the Contract Area free from liens and encumbrances resulting therefrom except for those resulting from a bona fide dispute as to services rendered or materials supplied.

4. Custody of Funds: Operator shall hold for the account of the Non-Operators any funds of the Non-Operators advanced or paid to the Operator, either for the conduct of operations hereunder or as a result of the sale of production from the Contract Area, and such funds shall remain the funds of the Non-Operators on whose account they are advanced or paid until used for their intended purpose or otherwise delivered to the Non-Operators or applied toward the payment of debts as provided in Article VII.B. Nothing in this paragraph shall be construed to establish a fiduciary relationship between Operator and Non-Operators for any purpose other than to account for Non-Operator funds as herein specifically provided. Nothing in this paragraph shall require the maintenance by Operator of separate accounts for the funds of Non-Operators unless the parties otherwise specifically agree.

5. Access to Contract Area and Records: Operator shall, except as otherwise provided herein, permit each Non-Operator or its duly authorized representative, at the Non-Operator's sole risk and cost, full and free access at all reasonable times to all operations of every kind and character being conducted for the joint account on the Contract Area and to the records of operations conducted thereon or production therefrom, including Operator's books and records relating thereto. Such access rights shall not be exercised in a manner interfering with Operator's conduct of an operation hereunder and shall not obligate Operator to furnish any geologic or geophysical data of an interpretive nature unless the cost of preparation of such interpretive data was charged to the joint account. Operator will furnish to each Non-Operator upon request copies of any and all reports and information obtained by Operator in connection with production and related items, including, without limitation, meter and chart reports, production purchaser statements, run tickets and monthly gauge reports, but excluding purchase contracts and pricing information to the extent not applicable to the production of the Non-Operator seeking the information. Any audit of Operator's records relating to amounts expended and the appropriateness of such expenditures shall be conducted in accordance with the audit protocol specified in Exhibit "C."

6. Filing and Furnishing Governmental Reports: Operator will file, and upon written request promptly furnish copies to each requesting Non-Operator not in default of its payment obligations, all operational notices, reports or applications required to be filed by local, State, Federal or Indian agencies or authorities having jurisdiction over operations hereunder. Each Non-Operator shall provide to Operator on a timely basis all information necessary to Operator to make such filings.

7. Drilling and Testing Operations: The following provisions shall apply to each well drilled, Sidetracked, Deepened, Completed, Recompleted or Plugged Back hereunder~~, including but not limited to the Initial Well~~:

(a) Operator will promptly advise Non-Operators of the date on which the well is spudded, or the date on which drilling operations are commenced.

(b) Operator will send to Non-Operators such reports, test results and notices regarding the progress of operations on the well ~~as the Non-Operators shall reasonably request~~, including, but not limited to, daily drilling reports, completion reports, and well logs.

(c) Operator shall adequately test the objective Zone and may test any other ~~all~~ Zones encountered within the Contract Area which may reasonably be expected to be capable of producing Oil and Gas in paying quantities as a result of examination of the electric log or any other logs or cores or tests conducted hereunder.

8. Cost Estimates: Upon request of any ~~Consenting Party~~Non-Operator, Operator shall furnish estimates of current and cumulative costs incurred for the joint account at reasonable intervals during the conduct of any operation pursuant to this agreement. Operator shall not be held liable for errors in such estimates so long as the estimates are made in good faith.

9. Insurance: At all times while operations are conducted hereunder, Operator shall comply with the workers compensation law of the state where the operations are being conducted; provided, however, that Operator may be a self- insurer for liability under said compensation laws in which event the only charge that shall be made to the joint account shall be as provided in Exhibit "C." Operator shall also carry or provide insurance for the benefit of the joint account of the parties as outlined in Exhibit "D" attached hereto and made a part hereof. Operator shall require all contractors (and shall use commercially reasonable efforts to require their subcontractors) engaged in work on or for the Contract Area to comply with the workers compensation law of the state where the operations are being conducted and to maintain such other insurance as Operator may require.

In the event automobile liability insurance is specified in said Exhibit "D," or subsequently receives the approval of the parties, no direct charge shall be made by Operator for premiums paid for such insurance for Operator's automotive equipment.

ARTICLE VI.
DRILLING AND DEVELOPMENT

A. Initial Well:

a. Save and to the extent amended pursuant to paragraphs (b) **to** (d) below, attached hereto as Annex I is the agreed development plan and budget for all operations to be conducted by Operator in the Contract Area between the date of this agreement and May 31, 2018 (the "Initial Well and Facility Program").

b. To the extent the Spot Price of WTI crude:

i. falls below US $45 per barrel; or

ii. rises above US $65 per barrel,

in either case, for a continuous period of thirty (30) or more days during the effective period of the Initial Well and Facility Program, any party may request a meeting of the Operating Committee (as defined in paragraph (c) below) by giving not less than ten (10) days' written notice to the other parties hereto, which notice shall include such proposed amendments to the Initial Well and Facility Program as such party deems reasonable taking into account the relevant deviations in pricing. Upon receipt of such request, Operator shall call a meeting of the Operating Committee for a date not less than ten (10) days nor more than fifteen (15) days after receipt of such request. "Spot Price", with respect to any day, shall mean the average of the highest and lowest daily quotations for WTI crude oil published with respect to such day in Platts. "Platts" means the Crude Oil Marketwire published by McGraw-Hill Companies on a daily basis.

c. Following receipt of notice contemplated by paragraph (b) above, each party shall appoint one representative and one alternate representative to serve on an operating committee, which shall be formed solely for the purpose of agreeing amendments to the Initial Well and Facility Program (the "Operating Committee"). Each party shall appoint its initial representative and alternate representative by written notice to the other party prior to the first meeting of the Operating Committee. All actions of a party taken with respect to the Operating Committee shall be taken through such party's representative or alternate representative, as applicable. Each party shall have the right to change its representative and alternate representative at any time by delivering written notice of such change to the other party. The representative of a party (or, in his absence, his alternate representative) is hereby authorized to represent and bind such party with respect to agreeing any amendments to the Initial Well and Facility Program properly brought before the Operating Committee. In addition to its representative and alternate representative, each party may bring to any Operating Committee meeting such advisors as it may deem appropriate. Each Operating Committee meeting may be held by teleconference or videoconference or at such other location as the parties mutually agree in advance of such meeting.

d. At any meeting called in relation to the Initial Well and Facility Program, the Operating Committee shall negotiate in good faith to unanimously agree on any amendments to be made to the Initial Well and Facility Program to govern operations on the Contract Area until May 31, 2018, *provided* that if no such amendments are unanimously approved, then the then-applicable Initial Well and Facility Program shall continue to apply for such period. Should the Operating Committee unanimously approve amendments thereto, the Initial Well and Facility Program (as amended) shall apply to all operations on the Contract Area from the date designated in such amendment until May 31, 2018.

~~On or before the _____ day of _____, _____, Operator shall commence the drilling of the Initial Well at the following location:~~

~~and shall thereafter continue the drilling of the well with due diligence to~~

~~The drilling of the Initial Well and the participation therein by all parties is obligatory, subject to Article VI.C.1. as to participation in Completion operations and Article VI.F. as to termination of operations and Article XI as to occurrence of force majeure.~~

B. Subsequent Operations: See also Articles XVI.F. & XVI.Q.

1. Proposed Operations: If Designated Operator ~~any party hereto~~ should desire to conduct any Subsequent Well and Facility Program ~~drill any well~~ on the Contract Area ~~other than the Initial Well~~, or ~~if~~ after the expiration of the Initial Well and Facility Program, if Designated Operator ~~any party~~ should desire to Rework, Sidetrack, Deepen, Recomplete or Plug Back ~~a dry hole or~~ a well no longer capable of producing in paying quantities ~~in which such party has not otherwise relinquished its interest in the proposed objective Zone under this agreement, the party desiring to drill, Rework, Sidetrack, Deepen, Recomplete or Plug Back such a well~~ Designated Operator shall give ~~written~~ a written Subsequent Well and Facility Program to the other parties or, in the case of a proposed operation to Rework, Sidetrack, Deepen, Recomplete or Plug Back a well, notice of the proposed operation to the parties who have not otherwise relinquished their interest in ~~such~~ the applicable objective Zone

~~under this agreement and to all other parties in the case of a proposal for Sidetracking or Deepening,~~ specifying the work to be performed, the location, proposed depth, objective Zone and the estimated cost of the operation. The parties to whom such a notice is delivered shall have thirty (30) days after receipt of the notice within which to notify Designated Operator ~~the party proposing to do the work~~ whether they elect to participate in the cost of the proposed operation. If a drilling rig is on location, notice of a proposal to Rework, Sidetrack, Recomplete, Plug Back or Deepen may be given by telephone and the response period shall be limited to forty- eight (48) hours, exclusive of Saturday, Sunday and legal holidays. Failure of a party to whom such notice is delivered to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation. ~~Any proposal by a party to conduct an operation conflicting with the operation initially proposed shall be delivered to all parties within the time and in the manner provided in Article VI.B.6.~~

If all parties to whom such notice is delivered elect to participate in such a proposed operation, the parties shall be contractually committed to participate therein provided such operations are commenced within the time period hereafter set forth, and Operator shall, no later than ninety (90) days after expiration of the notice period of thirty (30) days (or as promptly as practicable after the expiration of the forty-eight (48) hour period when a drilling rig is on location, as the case may be), actually commence the proposed operation and thereafter complete it with due diligence at the risk and expense of the parties participating therein; provided, however that, except in cases where a drilling rig is on location, said commencement date may be extended upon written notice of same by Designated Operator to the other parties, for a period of up to thirty (30) additional days if, in the sole opinion of Designated Operator, such additional time is reasonably necessary to obtain permits from governmental authorities, surface rights (including rights-of- way) or appropriate drilling equipment, or to complete title examination or curative matter required for title approval or acceptance. If the actual operation has not been commenced within the time provided (including any extension thereof as specifically permitted herein or in the force majeure provisions of Article XI) and if Designated Operator ~~if any party hereto~~ still desires to conduct said operation, written notice proposing same must be resubmitted to the other parties in accordance herewith as if no prior proposal had been made. ~~Those parties that did not participate in the drilling of a well for which a proposal to Deepen or Sidetrack is made hereunder shall, if such parties desire to participate in the proposed Deepening or Sidetracking operation, reimburse the Drilling Parties in accordance with Article VI.B.4. in the event of a Deepening operation and in accordance with Article VI.B.5. in the event of a Sidetracking operation.~~

2. Operations by Less Than All Parties:

(a) Determination of Participation. If any party to whom such notice is delivered as provided in Article VI.B.1. ~~or VI.C.1. (Option No. 2)~~ elects not to participate in the proposed operation, then, in order to be entitled to the benefits of this Article, ~~the party or parties giving the notice~~ Operator and such other parties as shall elect to participate in the operation shall, no later than ninety (90) days after the expiration of the notice period of thirty (30) days (or as promptly as practicable after the expiration of the forty-eight (48) hour period when a drilling rig is on location, as the case may be) actually commence the proposed operation and complete it with due diligence. Operator shall perform all work for the account of the Consenting Parties~~; provided, however, if no drilling rig or other equipment is on location, and if Operator is a Non-Consenting Party, the Consenting Parties shall either: (i) request Operator to perform the work required by such proposed operation for the account of the Consenting Parties, or (ii) designate one of the Consenting Parties as Operator to perform such work. The rights and duties granted to and imposed upon the Operator under this agreement are granted to and imposed upon the party designated as Operator for an operation in which the original Operator is a Non-Consenting Party. Consenting Parties, when conducting operations on the Contract Area pursuant to this Article VI.B.2., shall comply with all terms and conditions of this agreement~~.

If less than all parties approve any proposed operation, Designated Operator ~~the proposing party~~, immediately after the expiration of the applicable notice period, shall advise all Parties of the total interest of the parties approving such operation and its recommendation as to whether the Consenting Parties should proceed with the operation as proposed. Each Consenting Party, within forty-eight (48) hours (exclusive of Saturday, Sunday, and legal holidays) after delivery of such notice, shall advise Designated Operator ~~the proposing party~~ of its desire to (i) limit participation to such party's interest as shown on Exhibit "A" or (ii) carry only its proportionate part (determined by dividing such party's interest in the Contract Area by the interests of all Consenting Parties in the Contract Area) of Non-Consenting Parties' interests, or (iii) carry its proportionate part (determined as provided in (ii)) of Non-Consenting Parties' interests together with all or a portion of its proportionate part of any Non-Consenting Parties' interests that any Consenting Party did not elect to take. Any interest of Non-Consenting Parties that is not carried by a Consenting Party shall be deemed to be carried by Designated Operator ~~the party proposing the operation~~ if Designated Operator ~~such party~~ does not withdraw its proposal. Failure to advise ~~the proposing party~~ Designated Operator within the time required shall be deemed an election under (i) of this paragraph. In the event a drilling rig is on location, notice may be given by telephone, and the time permitted for such a response shall not exceed a total of forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays). Designated Operator ~~The proposing party~~, at its election, may withdraw such proposal if there is less than 100% participation and shall notify all parties of such decision within ten (10) days, or within twenty-four (24) hours if a drilling rig is on location, following expiration of the applicable response period. If 100% subscription to the proposed operation is obtained, Designated Operator ~~the proposing party~~ shall promptly notify the Consenting Parties of their proportionate interests in the operation and ~~the party serving as~~ Operator shall commence such operation within the period provided in Article VI.B.1., subject to the same extension right as provided therein.

(b) Relinquishment of Interest for Non-Participation. The entire cost and risk of conducting such operations shall be borne by the Consenting Parties in the proportions they have elected to bear same under the terms of the preceding paragraph. Consenting Parties shall keep the leasehold estates involved in such operations free and clear of all liens and encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such an operation results in a dry hole, then subject to Article~~s VI.B.6. and~~ VI.E.3., the Consenting Parties shall plug and abandon the well and restore the surface location at their sole cost, risk and expense; provided, however, that those Non-Consenting Parties that participated in the drilling, Deepening or Sidetracking of the well shall remain liable for, and shall pay, their proportionate shares of the cost of plugging and abandoning the well and restoring the surface location insofar only as those costs were not increased by the subsequent operations of the Consenting Parties. If any well drilled, Reworked, Sidetracked, Deepened, Recompleted or Plugged Back under the provisions of this Article results in a well capable of producing Oil and/or Gas in paying quantities, the Consenting Parties shall Complete and equip the well to produce at their sole cost and risk, and the well ~~shall then be turned over to Operator (if the Operator did not conduct the operation) and~~ shall be operated by Operator ~~it~~ at the expense and for the account of the Consenting Parties. Upon commencement of operations under a Subsequent Well and Facility Program or for the drilling, Reworking, Sidetracking, Recompleting, Deepening or Plugging Back of any such well by Consenting Parties in accordance with the provisions of this Article, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's interest in each well included in the Subsequent Well and Facility Program ~~the well~~ and share of production therefrom ~~or, in the case of a Reworking, Sidetracking,~~

~~Deepening, Recompleting or Plugging Back, or a Completion pursuant to Article VI.C.1. Option No. 2, all of such Non- Consenting Party's interest in the production obtained from the operation in which the Non-Consenting Party did not elect to participate~~. Such relinquishment shall be effective until the proceeds of the sale of such share, calculated at the well, or market value thereof if such share is not sold (after deducting applicable ad valorem, production, severance, and excise taxes, royalty, overriding royalty and other interests not excepted by Article III.C. payable out of or measured by the production from each well included in the Subsequent Well and Facility Program ~~such well~~ accruing with respect to such interest until it reverts), shall equal the total of the following:

(i) 300 % of each such Non-Consenting Party's share of the cost of any newly acquired surface equipment beyond the wellhead connections (including but not limited to stock tanks, separators, treaters, pumping equipment and piping), plus 100% of each such Non-Consenting Party's share of the cost of operation of the wells included in the Subsequent Well and Facility Program ~~well~~ commencing with first production and continuing until each such Non-Consenting Party's relinquished interest shall revert to it under other provisions of this Article, it being agreed that each Non-Consenting Party's share of such costs and equipment will be that interest which would have been chargeable to such Non-Consenting Party had it participated in the Subsequent Well and Facility Program ~~well~~ from the beginning of the operations; and

(ii) 500 % of (a) that portion of the costs and expenses of drilling, Reworking, Sidetracking, Deepening, Plugging Back, testing, Completing, and Recompleting, after deducting any cash contributions received under Article VIII.C., and of (b) that portion of the cost of newly acquired equipment in the wells included in the Subsequent Well and Facility Program ~~well~~ (to and including the wellhead connections), which would have been chargeable to such Non-Consenting Party if it had participated therein.

~~Notwithstanding anything to the contrary in this Article VI.B., if the well does not reach the deepest objective Zone described in the notice proposing the well for reasons other than the encountering of granite or practically impenetrable substance or other condition in the hole rendering further operations impracticable, Operator shall give notice thereof to each Non-Consenting Party who submitted or voted for an alternative proposal under Article VI.B.6. to drill the well to a shallower Zone than the deepest objective Zone proposed in the notice under which the well was drilled, and each such Non-Consenting Party shall have the option to participate in the initial proposed Completion of the well by paying its share of the cost of drilling the well to its actual depth, calculated in the manner provided in Article VI.B.4. (a). If any such Non- Consenting Party does not elect to participate in the first Completion proposed for such well, the relinquishment provisions of this Article VI.B.2. (b) shall apply to such party's interest.~~

(c) Reworking, Recompleting or Plugging Back. An election not to participate in a Subsequent Well and Facility Program ~~the drilling, Sidetracking or Deepening of a well~~ shall be deemed an election not to participate in any Reworking or Plugging Back operation proposed in ~~such a~~ any well drilled under such Subsequent Well and Facility Program, or portion thereof, to which the initial non-consent election applied that is conducted at any time prior to full recovery by the Consenting Parties of the Non-Consenting Party's recoupment amount. Similarly, an election not to participate in the ~~Completing or~~ Recompleting of a well drilled under a Subsequent Well and Facility Program shall be deemed an election not to participate in any Reworking operation proposed in such a well, or portion thereof, to which the initial non-consent election applied that is conducted at any time prior to full recovery by the Consenting Parties of the Non-Consenting Party's recoupment amount. Any such Reworking, Recompleting or Plugging Back operation conducted during the recoupment period shall be deemed part of the cost of operation of said well and there shall be added to the sums to be recouped by the Consenting Parties 300% of that portion of the costs of the Reworking, Recompleting or Plugging Back operation which would have been chargeable to such Non-Consenting Party had it participated therein. If such a Reworking, Recompleting or Plugging Back operation is proposed during such recoupment period, the provisions of this Article VI.B. shall be applicable as between said Consenting Parties in said well.

(d) Recoupment Matters. During the period of time Consenting Parties are entitled to receive Non-Consenting Party's share of production, or the proceeds therefrom, Consenting Parties shall be responsible for the payment of all ad valorem, production, severance, excise, gathering and other taxes, and all royalty, overriding royalty and other burdens applicable to Non-Consenting Party's share of production not excepted by Article III.C.

In the case of any Reworking, Sidetracking, Plugging Back, Recompleting or Deepening operation, the Consenting Parties shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of all such equipment shall remain unchanged; and upon abandonment of a well after such Reworking, Sidetracking, Plugging Back, Recompleting or Deepening, the Consenting Parties shall account for all such equipment to the owners thereof, with each party receiving its proportionate part in kind or in value, less cost of salvage.

Within ninety (90) days after the completion of any operation under this Article, Operator ~~the party conducting the operations for the Consenting Parties~~ shall furnish each Non-Consenting Party with an inventory of the equipment in and connected to the well(s), and an itemized statement of the cost of drilling, Sidetracking, Deepening, Plugging Back, testing, Completing, Recompleting, and equipping the well(s) for production; or, at its option, the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed statement of monthly billings. Each month thereafter, during the time the Consenting Parties are being reimbursed as provided above, Operator ~~the party conducting the operations for the Consenting Parties~~ shall furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the operation of the well(s), together with a statement of the quantity of Oil and Gas produced from it and the amount of proceeds realized from the sale of the well's working interest production during the preceding month. In determining the quantity of Oil and Gas produced during any month, Consenting Parties shall use industry accepted methods such as but not limited to metering or periodic well tests. Any amount realized from the sale or other disposition of equipment newly acquired in connection with any such operation which would have been owned by a Non-Consenting Party had it participated therein shall be credited against the total unreturned costs of the work done and of the equipment purchased in determining when the interest of such Non-Consenting Party shall revert to it as above provided; and if there is a credit balance, it shall be paid to such Non-Consenting Party.

If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest the amounts provided for above, the relinquished interests of such Non-Consenting Party shall automatically revert to it as of 7:00 a.m. on the day following the day on which such recoupment occurs, and, from and after such reversion, such Non-Consenting Party shall own the same interest in such well(s), the material and equipment in or pertaining thereto, and the production therefrom as such Non-Consenting Party would have been entitled to had it participated in the drilling, Sidetracking, Reworking, Deepening, Recompleting or Plugging Back of said well(s). Thereafter, such Non-Consenting Party shall be charged with and shall pay its proportionate part of the further costs of the operation of said well(s) in accordance with the terms of this agreement and Exhibit "C" attached hereto.

3. Stand-By Costs: When a well which has been drilled or Deepened has reached its authorized depth and all tests have been completed and the results thereof furnished to the parties, or when operations on the well have been otherwise terminated pursuant to Article VI.F., stand-by costs incurred pending response to a party's notice proposing a Reworking,

Sidetracking, Deepening, Recompleting, Plugging Back or Completing operation in such a well ~~(including the period required under Article VI.B.6. to resolve competing proposals)~~ shall be charged and borne as part of the drilling or Deepening operation just completed. Stand-by costs subsequent to all parties responding, or expiration of the response time permitted, whichever first occurs, and prior to agreement as to the participating interests of all Consenting Parties pursuant to the terms of the second grammatical paragraph of Article VI.B.2. (a), shall be charged to and borne as part of the proposed operation, but if the proposal is subsequently withdrawn because of insufficient participation, such stand-by costs shall be allocated between the Consenting Parties in the proportion each Consenting Party's interest as shown on Exhibit "A" bears to the total interest as shown on Exhibit "A" of all Consenting Parties.

In the event that notice for a Sidetracking operation is given while the drilling rig to be utilized is on location, any party may request and receive up to five (5) additional days after expiration of the forty-eight hour response period specified in Article VI.B.1. within which to respond by paying for all stand-by costs and other costs incurred during such extended response period; Operator may require such party to pay the estimated stand-by time in advance as a condition to extending the response period. If more than one party elects to take such additional time to respond to the notice, standby costs shall be allocated between the parties taking additional time to respond on a day-to-day basis in the proportion each electing party's interest as shown on Exhibit "A" bears to the total interest as shown on Exhibit "A" of all the electing parties.

~~4. Deepening: If less than all parties elect to participate in a drilling, Sidetracking, or Deepening operation proposed pursuant to Article VI.B.1., the interest relinquished by the Non-Consenting Parties to the Consenting Parties under Article VI.B.2. shall relate only and be limited to the lesser of (i) the total depth actually drilled or (ii) the objective depth or Zone of which the parties were given notice under Article VI.B.1. ("Initial Objective"). Such well shall not be Deepened beyond the Initial Objective without first complying with this Article to afford the Non-Consenting Parties the opportunity to participate in the Deepening operation.~~

~~In the event any Consenting Party desires to drill or Deepen a Non-Consent Well to a depth below the Initial Objective, such party shall give notice thereof, complying with the requirements of Article VI.B.1., to all parties (including Non- Consenting Parties). Thereupon, Articles VI.B.1. and 2. shall apply and all parties receiving such notice shall have the right to participate or not participate in the Deepening of such well pursuant to said Articles VI.B.1. and 2. If a Deepening operation is approved pursuant to such provisions, and if any Non-Consenting Party elects to participate in the Deepening operation, such Non-Consenting party shall pay or make reimbursement (as the case may be) of the following costs and expenses.~~

~~(a) If the proposal to Deepen is made prior to the Completion of such well as a well capable of producing in paying quantities, such Non-Consenting Party shall pay (or reimburse Consenting Parties for, as the case may be) that share of costs and expenses incurred in connection with the drilling of said well from the surface to the Initial Objective which Non- Consenting Party would have paid had such Non-Consenting Party agreed to participate therein, plus the Non-Consenting Party's share of the cost of Deepening and of participating in any further operations on the well in accordance with the other provisions of this Agreement; provided, however, all costs for testing and Completion or attempted Completion of the well incurred by Consenting Parties prior to the point of actual operations to Deepen beyond the Initial Objective shall be for the sole account of Consenting Parties.~~

~~(b) If the proposal is made for a Non-Consent Well that has been previously Completed as a well capable of producing in paying quantities, but is no longer capable of producing in paying quantities, such Non-Consenting Party shall pay (or reimburse Consenting Parties for, as the case may be) its proportionate share of all costs of drilling, Completing, and equipping said well from the surface to the Initial Objective, calculated in the manner provided in paragraph (a) above, less those costs recouped by the Consenting Parties from the sale of production from the well. The Non-Consenting Party shall also pay its proportionate share of all costs of re-entering said well. The Non-Consenting Parties' proportionate part (based on the percentage of such well Non-Consenting Party would have owned had it previously participated in such Non-Consent Well) of the costs of salvable materials and equipment remaining in the hole and salvable surface equipment used in connection with such well shall be determined in accordance with Exhibit "C." If the Consenting Parties have recouped the cost of drilling, Completing, and equipping the well at the time such Deepening operation is conducted, then a Non- Consenting Party may participate in the Deepening of the well with no payment for costs incurred prior to re-entering the well for Deepening~~

~~The foregoing shall not imply a right of any Consenting Party to propose any Deepening for a Non-Consent Well prior to the drilling of such well to its Initial Objective without the consent of the other Consenting Parties as provided in Article VI.F.~~

5. Sidetracking: Any party having the right to participate in a proposed Sidetracking operation that does not own an interest in the affected wellbore at the time of the notice shall, upon electing to participate, tender to the wellbore owners its proportionate share (equal to its interest in the Sidetracking operation) of the value of that portion of the existing wellbore to be utilized as follows:

(a) If the proposal is for Sidetracking an existing dry hole, reimbursement shall be on the basis of the actual costs incurred in the initial drilling of the well down to the depth at which the Sidetracking operation is initiated.

(b) If the proposal is for Sidetracking a well which has previously produced, reimbursement shall be on the basis of such party's proportionate share of drilling and equipping costs incurred in the initial drilling of the well down to the depth at which the Sidetracking operation is conducted, calculated in the manner described in Article VI.B.4(b) above. Such party's proportionate share of the cost of the well's salvable materials and equipment down to the depth at which the Sidetracking operation is initiated shall be determined in accordance with the provisions of Exhibit "C."

6. Order of Preference of Operations. Except as otherwise specifically provided in this agreement, if any party desires to propose the conduct of an operation that conflicts with a proposal that has been made by a party under this Article VI, such party shall have fifteen (15) days from delivery of the initial proposal, in the case of a proposal to drill a well or to perform an operation on a well where no drilling rig is on location, or twenty-four (24) hours, exclusive of Saturday, Sunday and legal holidays, from delivery of the initial proposal, if a drilling rig is on location for the well on which such operation is to be conducted, to deliver to all parties entitled to participate in the proposed operation such party's alternative proposal, such alternate proposal to contain the same information required to be included in the initial proposal. Each party receiving such proposals shall elect by delivery of notice to Operator within five (5) days after expiration of the proposal period, or within twenty-four (24) hours (exclusive of Saturday, Sunday and legal holidays) if a drilling rig is on location for the well that is the subject of the proposals, to participate in one of the competing proposals. Any party not electing within the time required shall be deemed not to have voted. The proposal receiving the vote of parties owning the largest aggregate percentage interest of the parties voting shall have priority over all other competing proposals; in the case of a tie vote, the

~~initial proposal shall prevail. Operator shall deliver notice of such result to all parties entitled to participate in the operation within five (5) days after expiration of the election period (or within twenty-four (24) hours, exclusive of Saturday, Sunday and legal holidays, if a drilling rig is on location). Each party shall then have two (2) days (or twenty-four (24) hours if a rig is on location) from receipt of such notice to elect by delivery of notice to Operator to participate in such operation or to relinquish interest in the affected well pursuant to the provisions of Article VI.B.2.; failure by a party to deliver notice within such period shall be deemed an election not to participate in the prevailing proposal.~~

~~7. Conformity to Spacing Pattern. Notwithstanding the provisions of this Article VI.B.2., it is agreed that no wells shall be proposed to be drilled to or Completed in or produced from a Zone from which a well located elsewhere on the Contract Area is producing, unless such well conforms to the then-existing well spacing pattern for such Zone.~~

8. Paying Wells. No party shall conduct any Reworking, Deepening, Plugging Back, Completion, Recompletion, or Sidetracking operation under this agreement with respect to any well then capable of producing in paying quantities except with the consent of all parties that have not relinquished interests in the well at the time of such operation.

C. Completion of Wells; Reworking and Plugging Back:

1. Completion: Without the consent of all parties, no well shall be drilled, Deepened or Sidetracked, except any well drilled, Deepened or Sidetracked pursuant to the provisions of Article VI.B.2. or Article XVI.Q of this agreement. Consent to the drilling, Deepening or Sidetracking shall include:

☑ Option No. 1: All necessary expenditures for the drilling, Deepening or Sidetracking, testing, Completing and equipping of the well, including necessary tankage and/or surface facilities.

~~☐ Option No. 2: All necessary expenditures for the drilling, Deepening or Sidetracking and testing of the well. When such well has reached its authorized depth, and all logs, cores and other tests have been completed, and the results thereof furnished to the parties, Operator shall give immediate notice to the Non-Operators having the right to participate in a Completion attempt whether or not Operator recommends attempting to Complete the well, together with Operator's AFE for Completion costs if not previously provided. The parties receiving such notice shall have forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) in which to elect by delivery of notice to Operator to participate in a recommended Completion attempt or to make a Completion proposal with an accompanying AFE. Operator shall deliver any such Completion proposal, or any Completion proposal conflicting with Operator's proposal, to the other parties entitled to participate in such Completion in accordance with the procedures specified in Article VI.B.6. Election to participate in a Completion attempt shall include consent to all necessary expenditures for the Completing and equipping of such well, including necessary tankage and/or surface facilities but excluding any stimulation operation not contained on the Completion AFE. Failure of any party receiving such notice to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the Completion attempt; provided, that Article VI.B.6. shall control in the case of conflicting Completion proposals. If one or more, but less than all of the parties, elect to attempt a Completion, the provision of Article VI.B.2. hereof (the phrase "Reworking, Sidetracking, Deepening, Recompleting or Plugging Back" as contained in Article VI.B.2. shall be deemed to include "Completing") shall apply to the operations thereafter conducted by less than all parties; provided, however, that Article VI.B.2. shall apply separately to each separate Completion or Recompletion attempt undertaken hereunder, and an election to become a Non-Consenting Party as to one Completion or Recompletion attempt shall not prevent a party from becoming a Consenting Party in subsequent Completion or Recompletion attempts regardless whether the Consenting Parties as to earlier Completions or Recompletion have recouped their costs pursuant to Article VI.B.2.; provided further, that any recoupment of costs by a Consenting Party shall be made solely from the production attributable to the Zone in which the Completion attempt is made. Election by a previous Non-Consenting party to participate in a subsequent Completion or Recompletion attempt shall require such party to pay its proportionate share of the cost of salvable materials and equipment installed in the well pursuant to the previous Completion or Recompletion attempt, insofar and only insofar as such materials and equipment benefit the Zone in which such party participates in a Completion attempt.~~

2. Rework, Recomplete or Plug Back: No well shall be Reworked, Recompleted or Plugged Back except a well Reworked, Recompleted, or Plugged Back pursuant to the provisions of Article VI.B. and Article XVI.Q. ~~2~~. of this agreement. Consent to the Reworking, Recompleting or Plugging Back of a well shall include all necessary expenditures in conducting such operations and Completing and equipping of said well, including necessary tankage and/or surface facilities.

~~**D. Other Operations:**~~

~~Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of Dollars ($) except in connection with the drilling, Sidetracking, Reworking, Deepening, Completing, Recompleting or Plugging Back of a well that has been previously authorized by or pursuant to this agreement; provided, however, that, in case of explosion, fire, flood or other sudden emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with the emergency to safeguard life and property but Operator, as promptly as possible, shall report the emergency to the other parties. If Operator prepares an AFE for its own use, Operator shall furnish any Non-Operator so requesting an information copy thereof for any single project costing in excess of Dollars ($). Any party who has not relinquished its interest in a well shall have the right to propose that Operator perform repair work or undertake the installation of artificial lift equipment or ancillary production facilities such as salt water disposal wells or to conduct additional work with respect to a well drilled hereunder or other similar project (but not including the installation of gathering lines or other transportation or marketing facilities, the installation of which shall be governed by separate agreement between the parties) reasonably estimated to require an expenditure in excess of the amount first set forth above in this Article VI.D. (except in connection with an operation required to be proposed under Articles VI.B.1. or VI.C.1. Option No. 2, which shall be governed exclusively be those Articles). Operator shall deliver such proposal to all parties entitled to participate therein. If within thirty (30) days thereof Operator secures the written consent of any party or parties owning at least % of the interests of the parties entitled to participate in such operation, each party having the right to participate in such project shall be bound by the terms of such proposal and shall be obligated to pay its proportionate share of the costs of the proposed project as if it had consented to such project pursuant to the terms of the proposal.~~

E. Abandonment of Wells:

1. Abandonment of Dry Holes: Except for any well drilled Sidetracked, or Deepened pursuant to Article VI.B.2. or Article XVI.Q , any well which has been drilled Sidetracked or Deepened under the terms of this agreement and is proposed to be completed as a dry hole shall not be plugged and abandoned without the consent of all parties. Should Operator, after diligent effort, be unable to contact any party, or should any party fail to reply within forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) after delivery of notice of the proposal to plug and abandon such well, such party shall be deemed to have consented to the proposed abandonment. All such wells shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of the parties who participated in the cost of drilling, Sidetracking or Deepening such well. Any party who objects to plugging and abandoning such well by notice delivered to Operator within forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) after delivery of notice of the proposed plugging shall take over the well as of the end of such forty-eight (48) hour notice period and conduct further operations in search of Oil and/or Gas subject to the provisions of Article VI.B or Article XVI.Q.; failure of such party to provide proof reasonably satisfactory to Operator of its financial and technical capability to (a) conduct such operations or to take over the well within such period ~~or~~ and (b) thereafter to conduct operations on such well or plug and abandon such well in a manner that is not disruptive to any ongoing operations shall entitle Operator to retain or take possession of the well and plug and abandon the well. The non-abandoning party taking over the well shall indemnify Operator (if Operator is an abandoning party) and the other abandoning parties against liability for any further operations conducted on such well except for the costs of plugging and abandoning the well and restoring the surface (insofar as those costs were not increased by the subsequent operations of the non-abandoning parties), for which the abandoning parties shall remain proportionately liable.

2. Abandonment of Wells That Have Produced: Except for any well in which a Non-Consent operation has been conducted hereunder for which the Consenting Parties have not been fully reimbursed as herein provided, any well which has been completed as a producer shall not be plugged and abandoned without the consent of all parties. If all parties consent to such abandonment, the well shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of all the parties hereto. Failure of a party to reply within sixty (60) days of delivery of notice of proposed abandonment shall be deemed an election to consent to the proposal. If, within sixty (60) days after delivery of notice of the proposed abandonment of any well, all parties do not agree to the abandonment of such well, those wishing to continue its operation from the Zone then open to production shall be obligated to take over the well as of the expiration of the applicable notice period and shall indemnify Operator (if Operator is an abandoning party) and the other abandoning parties against liability for any further operations on the well conducted by such parties including costs of plugging and abandoning the well and restoring the surface . Failure of such party or parties to provide proof reasonably satisfactory to Operator of their financial and technical capability to (a) conduct such operations or to take over the well within the required period and (b)~~or~~ thereafter to conduct operations on such well in a manner that is not disruptive to any ongoing operations shall entitle ~~operator~~ Operator to retain or take possession of such well and plug and abandon the well.

Parties taking over a well as provided in this Article VI.E ~~herein~~ shall tender to each of the other parties its proportionate share of the value of the well's salvable material and equipment, determined in accordance with the provisions of Exhibit "C," less the estimated cost of salvaging and the estimated cost of plugging and abandoning and restoring the surface; provided, however, that in the event the estimated plugging and abandoning and surface restoration costs and the estimated cost of salvaging are higher than the value of the well's salvable material and equipment, each of the abandoning parties shall tender to the parties continuing operations their proportionate shares of the estimated excess cost. Each abandoning party shall assign to the non-abandoning parties, without warranty, express or implied, as to title or as to quantity, or fitness for use of the equipment and material, all of its interest in the wellbore of the well and related equipment, together with its interest in the Leasehold insofar and only insofar as such Leasehold covers the right to obtain production from that wellbore in the Zone then open to production. If the interest of the abandoning party is or includes an~~d~~ Oil and Gas Interest, such party shall execute and deliver to the non-abandoning party or parties an oil and gas lease, limited to the wellbore and the Zone then open to production, for a term of one (1) year and so long thereafter as Oil and/or Gas is produced from the Zone covered thereby, such lease to be on a mutually agreed form. ~~the form attached as Exhibit "B."~~ The assignments or leases so limited shall encompass the Drilling Unit upon which the well is located. The payments by, and the assignments or leases to, the assignees shall be in a ratio based upon the relationship of their respective percentage of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all assignees. There shall be no readjustment of interests in the remaining portions of the Contract Area. Further, to the extent a party or parties taking over a well pursuant to this Article VI.E will require use of Operator's facilities, Operator and any such party shall enter into a facilities use agreement on a mutually agreed form governing the terms of such use.

Thereafter, abandoning parties shall have no further responsibility, liability, or interest in the operation of or production from the well in the Zone then open other than the royalties retained in any lease made under the terms of this Article. Upon request, Operator shall continue to operate the assigned well for the account of the non-abandoning parties at the rates and charges contemplated by this agreement, plus any additional cost and charges which may arise as the result of the separate ownership of the assigned well. Upon proposed abandonment of the producing Zone assigned or leased, the assignor or lessor shall then have the option to repurchase its prior interest in the well (using the same valuation formula) and participate in further operations therein subject to the provisions hereof.

3. Abandonment of Non-Consent Operations: The provisions of Article VI.E.1. or VI.E.2. above shall be applicable as between Consenting Parties in the event of the proposed abandonment of any well excepted from said Articles; provided, however, no well shall be permanently plugged and abandoned unless and until all parties having the right to conduct further operations therein have been notified of the proposed abandonment and afforded the opportunity to elect to take over the well in accordance with the provisions of this Article VI.E.; and provided further, that Non-Consenting Parties who own an interest in a portion of the well shall pay their proportionate shares of abandonment and surface restoration cost for such well as provided in Article VI.B.2.(b).

F. Termination of Operations:

Upon the commencement of an operation for the drilling, Reworking, Sidetracking, Plugging Back, Deepening, testing, Completion or plugging of a well, ~~including but not limited to the Initial Well,~~ such operation shall not be terminated without consent of parties bearing 100% of the costs of such operation; provided, however, that in the event granite or other practically impenetrable substance or condition in the hole is encountered which renders further operations impractical, Operator may discontinue operations and give notice of such condition in the manner provided in Article VI.B.1, and the provisions of Article VI.B. or VI.E. shall thereafter apply to such operation, as appropriate.

G. Takng Production in Kind:

☑☐ **Option No. 1: Gas Balancing Agreement Attached**

Each party shall have the right to take in kind or separately dispose of its proportionate share of all Oil and Gas produced from the Contract Area, exclusive of (a) production which may be used in development and producing operations and in preparing and treating Oil and Gas for marketing purposes and (b) production unavoidably lost. Any extra expenditure incurred in the taking in kind or separate disposition by any party

of its proportionate share of the production shall be borne by such party. Any party taking its share of production in kind shall be required to pay for only its proportionate share of such part of Operator's surface facilities which it uses.

Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in production from the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment directly from the purchaser thereof for its share of all production.

If any party fails to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the Oil or Gas produced from the Contract Area, Operator shall have the right, subject to the revocation at will by the party owning it, but not the obligation, to purchase such Oil or Gas or sell it to others at any time and from time to time, for the account of the non-taking party. Any such purchase or sale by Operator may be terminated by Operator upon at least thirty (30) ~~ten (10)~~ days written notice to the owner of said production and shall be subject always to the right of the owner of the production upon at least thirty (30) ~~ten (10)~~ days written notice to Operator to exercise at any time its right to take in kind, or separately dispose of, its share of all Oil or Gas not previously delivered to a purchaser. Any purchase or sale by Operator of any other party's share of Oil or Gas shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one (1) year.

Any such sale by Operator shall be in a manner commercially reasonable under the circumstances but Operator shall have no duty to share any existing market or to obtain a price equal to that received under any existing market. The sale or delivery by Operator of a non-taking party's share of Oil or Gas under the terms of any existing contract of Operator shall not give the non-taking party any interest in or make the non-taking party a party to said contract. No purchase shall be made by Operator without first giving the non-taking party at least thirty (30) ~~ten (10)~~ days written notice of such intended purchase and the price to be paid or the pricing basis to be used.

All parties shall give timely written notice to Operator of their Oil and Gas marketing arrangements for the following month, excluding price, and shall notify Operator immediately in the event of a change in such arrangements. Operator shall maintain records of all marketing arrangements, and of volumes actually sold or transported, which records shall be made available to Non-Operators upon reasonable request.

In the event one or more parties' separate disposition of its share of the Gas causes split-stream deliveries to separate pipelines and/or deliveries which on a day-to-day basis for any reason are not exactly equal to a party's respective proportion- ate share of total Gas sales to be allocated to it, the balancing or accounting between the parties shall be in accordance with any Gas balancing agreement between the parties hereto, ~~whether such an agreement is~~ attached as Exhibit "E" hereto ~~or is a separate agreement~~. Operator shall give notice to all parties of the first sales of Gas from any well under this agreement.

~~☐ Option No. 2: No Gas Balancing Agreement:~~

~~Each party shall take in kind or separately dispose of its proportionate share of all Oil and Gas produced from the Contract Area, exclusive of production which may be used in development and producing operations and in preparing and treating Oil and Gas for marketing purposes and production unavoidably lost. Any extra expenditures incurred in the taking in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party. Any party taking its share of production in kind shall be required to pay for only its proportionate share of such part of Operator's surface facilities which it uses.~~

~~Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in production from the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment directly from the purchaser thereof for its share of all production.~~

~~If any party fails to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the Oil and/or Gas produced from the Contract Area, Operator shall have the right, subject to the revocation at will by the party owning it, but not the obligation, to purchase such Oil and/or Gas or sell it to others at any time and from time to time, for the account of the non-taking party. Any such purchase or sale by Operator may be terminated by Operator upon at least ten (10) days written notice to the owner of said production and shall be subject always to the right of the owner of the production upon at least ten (10) days written notice to Operator to exercise its right to take in kind, or separately dispose of, its share of all Oil and/or Gas not previously delivered to a purchaser; provided, however, that the effective date of any such revocation may be deferred at Operator's election for a period not to exceed ninety (90) days if Operator has committed such production to a purchase contract having a term extending beyond such ten (10) -day period. Any purchase or sale by Operator of any other party's share of Oil and/or Gas shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one (1) year.~~

~~Any such sale by Operator shall be in a manner commercially reasonable under the circumstances, but Operator shall have no duty to share any existing market or transportation arrangement or to obtain a price or transportation fee equal to that received under any existing market or transportation arrangement. The sale or delivery by Operator of a non-taking party's share of production under the terms of any existing contract of Operator shall not give the non-taking party any interest in or make the non-taking party a party to said contract. No purchase of Oil and Gas and no sale of Gas shall be made by Operator without first giving the non-taking party ten days written notice of such intended purchase or sale and the price to be paid or the pricing basis to be used. Operator shall give notice to all parties of the first sale of Gas from any well under this Agreement.~~

~~All parties shall give timely written notice to Operator of their Gas marketing arrangements for the following month, excluding price, and shall notify Operator immediately in the event of a change in such arrangements. Operator shall maintain records of all marketing arrangements, and of volumes actually sold or transported, which records shall be made available to Non-Operators upon reasonable request.~~

ARTICLE VII.
EXPENDITURES AND LIABILITY OF PARTIES

A. Liability of Parties: See also Articles XVI.B., XVI.E. and XVI.L.

The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs of developing and operating the Contract Area. Accordingly, the liens granted among the parties in Article VII.B. are given to secure only the debts of each severally, and no party shall have any liability to third parties hereunder to satisfy the default of any other party in the payment of any expense or obligation hereunder. It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other partnership, joint venture, agency relationship or association, or to render the parties liable as partners, co-venturers, or principals. In their relations with each other under this agreement, the parties shall not be considered fiduciaries or to have established a confidential relationship but rather shall be free to act on an arm's-length basis in accordance with their own respective self-interest, subject, however, to the obligation of the parties to act in good faith in their dealings with each other with respect to activities hereunder.

B. Liens and Security Interests:

Each party grants to the other parties hereto a lien upon any interest it now owns or hereafter acquires in Oil and Gas Leases and Oil and Gas Interests in the Contract Area, and a security interest and/or purchase money security interest in any interest it now owns or hereafter acquires in the personal property and fixtures on or used or obtained for use in connection therewith, to secure performance of all of its obligations under this agreement including but not limited to payment of expense, interest and fees, the proper disbursement of all monies paid hereunder, the assignment or relinquishment of interest in Oil and Gas Leases as required hereunder, and the proper performance of operations hereunder. Such lien and security interest granted by each party hereto shall include such party's leasehold interests, working interests, operating rights, and royalty and overriding royalty interests in the Contract Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming subject to this agreement, the Oil and Gas when extracted therefrom and equipment situated thereon or used or obtained for use in connection therewith (including, without limitation, all wells, tools, and tubular goods), and accounts (including, without limitation, accounts arising from gas imbalances or from the sale of Oil and/or Gas at the wellhead), contract rights, inventory and general intangibles relating thereto or arising therefrom, and all proceeds and products of the foregoing.

To perfect the lien and security agreement provided herein, each party hereto shall execute and acknowledge the recording supplement and/or any financing statement prepared and submitted by any party hereto in conjunction herewith or at any time following execution hereof, and Operator is authorized to file this agreement or the recording supplement executed herewith as a lien or mortgage in the applicable real estate records and as a financing statement with the proper officer under the Uniform Commercial Code in the state in which the Contract Area is situated and such other states as Operator shall deem appropriate to perfect the security interest granted hereunder. Any party may file this agreement, the recording supplement executed herewith, or such other documents as it deems necessary as a lien or mortgage in the applicable real estate records and/or a financing statement with the proper officer under the Uniform Commercial Code.

Each party represents and warrants to the other parties hereto that the lien and security interest granted by such party to the other parties shall be a first and prior lien, and each party hereby agrees to maintain the priority of said lien and security interest against all persons acquiring an interest in Oil and Gas Leases and Interests covered by this agreement by, through or under such party. All parties acquiring an interest in Oil and Gas Leases and Oil and Gas Interests covered by this agreement, whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest granted by this Article VII.B. as to all obligations attributable to such interest hereunder whether or not such obligations arise before or after such interest is acquired.

To the extent that parties have a security interest under the Uniform Commercial Code of the state in which the Contract Area is situated, they shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by a party for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any party in the payment of its share of expenses, interests or fees, or upon the improper use of funds by the Operator, the other parties shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such defaulting party's share of Oil and Gas until the amount owed by such party, plus interest as provided in "Exhibit C," has been received, and shall have the right to offset the amount owed against the proceeds from the sale of such defaulting party's share of Oil and Gas. All purchasers of production may rely on a notification of default from the non-defaulting party or parties stating the amount due as a result of the default, and all parties waive any recourse available against purchasers for releasing production proceeds as provided in this paragraph.

If any party fails to pay its share of cost within one hundred twenty (120) days after rendition of a statement therefor by Operator, the non-defaulting parties, including Operator, shall upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. The amount paid by each party so paying its share of the unpaid amount shall be secured by the liens and security rights described in Article VII.B., and each paying party may independently pursue any remedy available hereunder or otherwise.

If any party does not perform all of its obligations hereunder, and the failure to perform subjects such party to foreclosure or execution proceedings pursuant to the provisions of this agreement, to the extent allowed by governing law, the defaulting party waives any available right of redemption from and after the date of judgment, any required valuation or appraisement of the mortgaged or secured property prior to sale, any available right to stay execution or to require a marshaling of assets and any required bond in the event a receiver is appointed. In addition, to the extent permitted by applicable law, each party hereby grants to the other parties a power of sale as to any property that is subject to the lien and security rights granted hereunder, such power to be exercised in the manner provided by applicable law or otherwise in a commercially reasonable manner and upon reasonable notice.

Each party agrees that the other parties shall be entitled to utilize the provisions of Oil and Gas lien law or other lien law of any state in which the Contract Area is situated to enforce the obligations of each party hereunder. Without limiting the generality of the foregoing, to the extent permitted by applicable law, Non-Operators agree that Operator may invoke or utilize the mechanics' or materialmen's lien law of the state in which the Contract Area is situated in order to secure the payment to Operator of any sum due hereunder for services performed or materials supplied by Operator.

C. Advances:

Operator, at its election, shall have the right from time to time to demand and receive from one or more of the other parties payment in advance of their respective shares of the estimated amount of the expense to be incurred in operations hereunder during the next succeeding month, which right may be exercised only by submission to each such party of an itemized statement of such estimated expense, together with an invoice for its share thereof. Each such statement and invoice for the payment in advance of estimated expense shall be submitted on or before the 20th day of the next preceding month. Each party shall pay to Operator its proportionate share of such estimate within fifteen (15) days after such estimate and invoice is received. If any party fails to pay its share of said estimate within said time, then such party shall be subject to Article VII.D. and any other remedies provided for in this agreement, and the amount due shall bear interest as provided in Exhibit "C" until paid. Proper adjustment shall be made monthly between advances and actual expense to the end that each party shall bear and pay its proportionate share of actual expenses incurred, and no more.

D. Defaults and Remedies:

If any party fails to discharge any financial obligation under this agreement, including without limitation the failure to make any advance under the preceding Article VII.C. or any other provision of this agreement, within the period required for such payment hereunder, then in addition to the remedies provided in Article VII.B. or elsewhere in this agreement, the remedies specified below shall be applicable. For purposes of this Article VII.D., all notices and elections shall be delivered

only by Operator, except that Operator shall deliver any such notice and election requested by a non-defaulting Non-Operator, and when Operator is the party in default, the applicable notices and elections can be delivered by any Non-Operator. Election of any one or more of the following remedies shall not preclude the subsequent use of any other remedy specified below or otherwise available to a non-defaulting party. No party shall be in default to the extent it is exercising its rights under Article I.3B of Exhibit C to this agreement.

1. Suspension of Rights: Any party may deliver to the party in default a Notice of Default, which shall specify the default, specify the action to be taken to cure the default, and specify that failure to take such action will result in the exercise of one or more of the remedies provided in this Article. If the default is not cured within thirty (30) days of the delivery of such Notice of Default, all of the rights of the defaulting party granted by this agreement may upon notice be suspended until the default is cured, without prejudice to the right of the non-defaulting party or parties to continue to enforce the obligations of the defaulting party previously accrued or thereafter accruing under this agreement. If Operator is the party in default, the Non-Operators shall have in addition the right, by vote of Non-Operators owning a majority in interest in the Contract Area after excluding the voting interest of Operator, to appoint a new Operator effective immediately. The rights of a defaulting party that may be suspended hereunder at the election of the non-defaulting parties shall include, without limitation, the right to receive information as to any operation conducted hereunder during the period of such default, the right to elect to participate in an operation proposed under Article VI.B. of this agreement, the right to participate in an operation being conducted under this agreement even if the party has previously elected to participate in such operation, and the right to receive proceeds of production from any well subject to this agreement.

2. Suit for Damages: Non-defaulting parties or Operator for the benefit of non-defaulting parties may sue (at joint account expense) to collect the amounts in default, plus interest accruing on the amounts recovered from the date of default until the date of collection at the rate specified in Exhibit "C" attached hereto. Nothing herein shall prevent any party from suing any defaulting party to collect consequential damages accruing to such party as a result of the default.

3. Deemed Non-Consent: The non-defaulting party may deliver a written Notice of non-consent election ~~Non-Consent Election~~ to the defaulting party at any time after the expiration of the thirty-day cure period following delivery of the Notice of Default, in which event if the billing is for the drilling a new well or the Plugging Back, Sidetracking, Reworking or Deepening of a well which is to be or has been plugged as a dry hole, or for the Completion or Recompletion of any well, the defaulting party will be conclusively deemed to have elected not to participate in the operation and shall permanently relinquish its interest in such well. ~~to be a Non-Consenting Party with respect thereto under Article VI.B. or VI.C., as the case may be, to the extent of the costs unpaid by such party, notwithstanding any election to participate theretofore made.~~ If election is made to proceed under this provision, then the non-defaulting parties may not elect to sue for the unpaid amount pursuant to Article VII.D.2.

Until the delivery of such Notice of non-consent election ~~Non-Consent Election~~ to the defaulting party, such party shall have the right to cure its default by paying its unpaid share of costs plus interest at the rate set forth in Exhibit "C," provided, however, such payment shall not prejudice the rights of the non-defaulting parties to pursue remedies for damages incurred by the non-defaulting parties as a result of the default. Any interest relinquished pursuant to this Article VII.D.3. shall be offered to the non-defaulting parties in proportion to their interests, and the non-defaulting parties electing to participate in the ownership of such interest shall be required to contribute their shares of the defaulted amount upon their election to participate therein.

4. Advance Payment: If a default is not cured within thirty (30) days of the delivery of a Notice of Default, Operator, or Non-Operators if Operator is the defaulting party, may thereafter require advance payment from the defaulting party of such defaulting party's anticipated share of any item of expense for which Operator, or Non-Operators, as the case may be, would be entitled to reimbursement under any provision of this agreement, whether or not such expense was the subject of the previous default. Such right includes, but is not limited to, the right to require advance payment for the estimated costs of drilling a well or Completion of a well as to which an election to participate in drilling or Completion has been made. If the defaulting party fails to pay the required advance payment, the non-defaulting parties may pursue any of the remedies provided in the Article VII.D. or any other default remedy provided elsewhere in this agreement. Any excess of funds advanced remaining when the operation is completed and all costs have been paid shall be promptly returned to the advancing party.

5. Costs and Attorneys' Fees: In the event any party is required to bring legal proceedings to enforce any financial obligation of a party hereunder, the prevailing party in such action shall be entitled to recover all court costs, costs of collection, and a reasonable attorney's fee, which the lien provided for herein shall also secure.

E. Rentals, Shut-in Well Payments and Minimum Royalties:

Rentals, shut-in well payments and minimum royalties which may be required under the terms of any lease shall be paid by the party or parties who subjected such lease to this agreement at its or their expense. In the event two or more parties own and have contributed interests in the same lease to this agreement, such parties may designate one of such parties to make said payments for and on behalf of all such parties. Any party may request, and shall be entitled to receive, proper evidence of all such payments. In the event of failure to make proper payment of any rental, shut-in well payment or minimum royalty through mistake or oversight where such payment is required to continue the lease in force, any loss which results from such non-payment shall be borne in accordance with the provisions of Article IV.B.3~~2~~.

Operator shall notify Non-Operators of the anticipated completion of a shut-in well, or the shutting in or return to production of a producing well, at least five (5) days (excluding Saturday, Sunday, and legal holidays) prior to taking such action, or at the earliest opportunity permitted by circumstances, but assumes no liability for failure to do so. In the event of failure by Operator to so notify Non-Operators, the loss of any lease contributed hereto by Non-Operators for failure to make timely payments of any shut-in well payment shall be borne jointly by the parties hereto under the provisions of Article IV.B.3.

F. Taxes:

Beginning with the first calendar year after the effective date hereof, Operator shall render for ad valorem taxation all property subject to this agreement which by law should be rendered for such taxes, and it shall pay all such taxes assessed thereon before they become delinquent. Prior to the rendition date, each Non-Operator shall furnish Operator information as to burdens (to include, but not be limited to, royalties, overriding royalties and production payments) on Leases and Oil and Gas Interests contributed by such Non-Operator. If the assessed valuation of any Lease is reduced by reason of its being subject to outstanding excess royalties, overriding royalties or production payments, the reduction in ad valorem taxes resulting therefrom shall inure to the benefit of the owner or owners of such Lease, and Operator shall adjust the charge to such owner or owners so as to reflect the benefit of such reduction. If the ad valorem taxes are based in whole or in part upon separate valuations of each party's working interest, then notwithstanding anything to the contrary herein, charges to the joint account shall be made and paid by the parties hereto in accordance with the tax value generated by each party's working interest. Operator shall bill the other parties for their proportionate shares of all tax payments in the manner provided in Exhibit "C."

If Operator considers any tax assessment improper, Operator may, at its discretion, protest within the time and manner prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final determination. During the pendency of administrative or judicial proceedings, Operator may elect to pay, under protest, all such taxes and any interest and penalty. When any such protested assessment shall have been finally determined, Operator shall pay the tax for the joint account, together with any interest and penalty accrued, and the total cost shall then be assessed against the parties, and be paid by them, as provided in Exhibit "C."

Each party shall pay or cause to be paid all production, severance, excise, gathering and other taxes imposed upon or with respect to the production or handling of such party's share of Oil and Gas produced under the terms of this agreement.

ARTICLE VIII.
ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST

A. Surrender of Leases:

The Leases covered by this agreement, insofar as they embrace acreage in the Contract Area, shall not be surrendered in whole or in part unless all parties consent thereto.

However, should any party desire to surrender its interest in any Lease or in any portion thereof, such party shall give written notice of the proposed surrender to all parties, and the parties to whom such notice is delivered shall have thirty (30) days after delivery of the notice within which to notify the party proposing the surrender whether they elect to consent thereto. Failure of a party to whom such notice is delivered to reply within said 30-day period shall constitute a consent to the surrender of the Leases described in the notice. If all parties do not agree or consent thereto, the party desiring to surrender shall assign, without express or implied warranty of title, all of its interest in such Lease, or portion thereof, and any well, material and equipment which may be located thereon and any rights in production thereafter secured, to the parties not consenting to such surrender. If the interest of the assigning party is or includes an Oil and Gas Interest, the assigning party shall execute and deliver to the party or parties not consenting to such surrender an oil and gas lease covering such Oil and Gas Interest for a term of one (1) year and so long thereafter as Oil and/or Gas is produced from the land covered thereby, such lease to be on a mutually acceptable ~~the~~ form. ~~attached hereto as Exhibit "B."~~ Upon such assignment or lease, the assigning party shall be relieved from all obligations thereafter accruing, but not theretofore accrued, with respect to the interest assigned or leased and the operation of any well attributable thereto, and the assigning party shall have no further interest in the assigned or leased premises and its equipment and production other than the royalties retained in any lease made under the terms of this Article. The party assignee or lessee shall pay to the party assignor or lessor the reasonable salvage value of the latter's interest in any well's salvable materials and equipment attributable to the assigned or leased acreage. The value of all salvable materials and equipment shall be determined in accordance with the provisions of Exhibit "C," less the estimated cost of salvaging and the estimated cost of plugging and abandoning and restoring the surface. If such value is less than such costs, then the party assignor or lessor shall pay to the party assignee or lessee the amount of such deficit. If the assignment or lease is in favor of more than one party, the interest shall be shared by such parties in the proportions that the interest of each bears to the total interest of all such parties. If the interest of the parties to whom the assignment is to be made varies according to depth, then the interest assigned shall similarly reflect such variances.

Any assignment, lease or surrender made under this provision shall not reduce or change the assignor's, lessor's or surrendering party's interest as it was immediately before the assignment, lease or surrender in the balance of the Contract Area; and the acreage assigned, leased or surrendered, and subsequent operations thereon, shall not thereafter be subject to the terms and provisions of this agreement but shall be deemed subject to an Operating Agreement identical to ~~in the form of~~ this agreement and modified only to reflect the ownership of the acquiring parties and their respective interests.

B. Renewal or Extension of Leases:

If any party secures a renewal or replacement of an Oil and Gas Lease or Interest subject to this agreement, then all other parties shall be notified promptly upon such acquisition or, in the case of a replacement Lease taken before expiration of an existing Lease, promptly upon expiration of the existing Lease. The parties notified shall have the right for a period of thirty (30) days following delivery of such notice in which to elect to participate in the ownership of the renewal or replacement Lease, insofar as such Lease affects lands within the Contract Area, by paying to the party who acquired it their proportionate shares of the acquisition cost allocated to that part of such Lease within the Contract Area, which shall be in proportion to the interest held at that time by the parties in the Contract Area. Each party who participates in the purchase of a renewal or replacement Lease shall be given an assignment of its proportionate interest therein by the acquiring party, without warranty of title, except as to acts by, through or under the acquiring party.

If some, but less than all, of the parties elect to participate in the purchase of a renewal or replacement Lease, it shall be owned by the parties who elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all parties participating in the purchase of such renewal or replacement Lease. The acquisition of a renewal or replacement Lease by any or all of the parties hereto shall not cause a readjustment of the interests of the parties stated in Exhibit "A," but any renewal or replacement Lease in which less than all parties elect to participate shall not be subject to this agreement but shall be deemed subject to a separate Operating Agreement identical to ~~in the form of~~ this agreement and modified only to reflect the ownership of the acquiring parties and their respective interests.

If the interests of the parties in the Contract Area vary according to depth, then their right to participate proportionately in renewal or replacement Leases and their right to receive an assignment of interest shall also reflect such depth variances.

The provisions of this Article shall apply to renewal or replacement Leases whether they are for the entire interest covered by the expiring Lease or cover only a portion of its area or an interest therein. Any renewal or replacement Lease taken before the expiration of its predecessor Lease, or taken or contracted for or becoming effective within six (6) months after the expiration of the existing Lease, shall be subject to this provision so long as this agreement is in effect at the time of such acquisition or at the time the renewal or replacement Lease becomes effective; but any Lease taken or contracted for more than six (6) months after the expiration of an existing Lease shall not be deemed a renewal or replacement Lease and shall not be subject to the provisions of this agreement.

The provisions in this Article shall also be applicable to extensions of Oil and Gas Leases.

C. Acreage or Cash Contributions:

While this agreement is in force, if any party ~~contracts for~~ receives a contribution of cash towards the drilling of a well or any other operation on the Contract Area, such contribution shall be paid to the party who conducted the drilling or other operation and shall be applied by it against the cost of such drilling or other operation. If the contribution be in the form of acreage, the party to whom the contribution is made shall promptly tender an assignment of the acreage, without warranty of title, to the Drilling Parties in the proportions said Drilling Parties shared the cost of drilling the well. Such acreage shall become a separate Contract Area and, to the extent possible, be governed by provisions identical to this agreement. Each party shall promptly notify all other parties of any acreage or cash contributions it may obtain in support of any well or any other operation on the Contract Area. The above provisions shall also be applicable to optional rights to earn acreage outside the Contract Area which are in support of well drilled inside the Contract Area.

If any party contracts for any consideration relating to disposition of such party's share of substances produced hereunder, such consideration shall not be deemed a contribution as contemplated in this Article VIII.C.

D. Assignment; Maintenance of Uniform Interest: See also Articles XVI.R., XVI.S. & XVI.V.

For the purpose of maintaining uniformity of ownership in the Contract Area in the Oil and Gas Leases, Oil and Gas Interests, wells, equipment and production covered by this agreement no party shall sell, encumber, transfer or make other disposition of its interest in the Oil and Gas Leases and Oil and Gas Interests embraced within the Contract Area or in wells, equipment and production unless such disposition covers either:

1. the entire interest of the party in all Oil and Gas Leases, Oil and Gas Interests, wells, equipment and production; or

2. an equal undivided percent of the party's present interest in all Oil and Gas Leases, Oil and Gas Interests, wells, equipment and production in the Contract Area.

Every sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement and shall be made without prejudice to the right of the other parties, and any transferee of an ownership interest in any Oil and Gas Lease or Interest shall be deemed a party to this agreement as to the interest conveyed from and after the effective date of the transfer of ownership; provided, however, that the other parties shall not be required to recognize any such sale, encumbrance, transfer or other disposition for any purpose hereunder until thirty (30) days after they have received a copy of the instrument of transfer or other satisfactory evidence thereof in writing from the transferor or transferee. No assignment or other disposition of interest by a party shall relieve such party of obligations previously incurred by such party hereunder with respect to the interest transferred, including without limitation the obligation of a party to pay all costs attributable to an operation conducted hereunder in which such party has agreed to participate prior to making such assignment, and the lien and security interest granted by Article VII.B. shall continue to burden the interest transferred to secure payment of any such obligations.

If, at any time the interest of any party is divided among and owned by four or more co-owners, Operator, at its discretion, may require such co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures, receive billings for and approve and pay such party's share of the joint expenses, and to deal generally with, and with power to bind, the co-owners of such party's interest within the scope of the operations embraced in this agreement; however, all such co- owners shall have the right to enter into and execute all contracts or agreements for the disposition of their respective shares of the Oil and Gas produced from the Contract Area and they shall have the right to receive, separately, payment of the sale proceeds thereof.

E. Waiver of Rights to Partition:

If permitted by the laws of the state or states in which the property covered hereby is located, each party hereto owning an undivided interest in the Contract Area waives any and all rights it may have to partition and have set aside to it in severalty its undivided interest therein.

~~**F. Preferential Right to Purchase:**~~

☑ ~~(Optional; Check if applicable.)~~

~~Should any party desire to sell all or any part of its interests under this agreement, or its rights and interests in the Contract Area, it shall promptly give written notice to the other parties, with full information concerning its proposed disposition, which shall include the name and address of the prospective transferee (who must be ready, willing and able to purchase), the purchase price, a legal description sufficient to identify the property, and all other terms of the offer. The other parties shall then have an optional prior right, for a period of ten (10) days after the notice is delivered, to purchase for the stated consideration on the same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the purchasing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all purchasing parties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage its interests, or to transfer title to its interests to its mortgagee in lieu of or pursuant to foreclosure of a mortgage of its interests, or to dispose of its interests by merger, reorganization, consolidation, or by sale of all or substantially all of its Oil and Gas assets to any party, or by transfer of its interests to a subsidiary or parent company or to a subsidiary of a parent company, or to any company in which such party owns a majority of the stock.~~ See Article XVI.R.

ARTICLE IX.
INTERNAL REVENUE CODE ELECTION

If, for federal income tax purposes, this agreement and the operations hereunder are regarded as a partnership, and if the parties have not otherwise agreed to form a tax partnership pursuant to Exhibit "G" or other agreement between them, each party thereby affected elects to be excluded from the application of all of the provisions of Subchapter "K," Chapter 1, Subtitle "A," of the Internal Revenue Code of 1986, as amended ("Code"), as permitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Operator is authorized and directed to execute on behalf of each party hereby affected such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by Treasury Regulation §1.761. Should there be any requirement that each party hereby affected give further evidence of this election, each such party shall execute such documents and furnish such other evidence as may be required by the Federal Internal Revenue Service or as may be necessary to evidence this election. No such party shall give any notices or take any other action inconsistent with the election made hereby. If any present or future income tax laws of the state or states in which the Contract Area is located or any future income tax laws of the United States contain provisions similar to those in Subchapter "K," Chapter 1, Subtitle "A," of the Code, under which an election similar to that provided by Section 761 of the Code is permitted, each party hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing election, each such party states that the income derived by such party from operations hereunder can be adequately determined without the computation of partnership taxable income.

ARTICLE X.
CLAIMS AND LAWSUITS

Operator may settle any single uninsured third party damage claim or suit arising from operations hereunder if the expenditure does not exceed Fifty Thousand Dollars ($ 50,000) and if the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, the parties hereto shall assume and take over the further handling of the claim or suit, unless such authority is delegated to Operator by the affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A" (or if there are only two (2) parties, on the affirmative vote of the party owning a majority interest as shown on Exhibit "A" (which, for this purpose shall be calculated to include the interest of a party's affiliate)). All costs and expenses of handling settling, or otherwise discharging such claim or suit shall be at the joint expense of the parties participating in the operation from which the claim or suit arises. If a claim is made against any party or if any party is sued on account of any matter arising from operations hereunder over which such individual has no control because of the rights given Operator by this agreement, such party shall immediately notify all other parties, and the claim or suit shall be treated as any other claim or suit involving operations hereunder. Operator shall notify all parties hereto of any material claims or suits initiated by or threatened in writing by a third party for which the parties hereto may reasonably be expected to collectively incur expenditures in excess of Fifty Thousand Dollars ($50,000).

ARTICLE XI.
FORCE MAJEURE

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to indemnify or make money payments or furnish security, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The term "force majeure," as here employed, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightening, fire, storm, flood or other act of nature, explosion, governmental action, governmental delay restraint or inaction by a governmental authority to the extent not resulting from Operator's action or inaction, acts of terrorism, changes in law, any hydraulic fracturing or drilling moratorium, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension, provided, however, that a lack of funds shall not constitute "force majeure".

The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable. The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

ARTICLE XII.
NOTICES

All notices authorized or required between the parties by any of the provisions of this agreement, unless otherwise specifically provided, shall be in writing and delivered in person or by United States mail, courier service, by email attachment in PDF format (an "Email Notice"), ~~telegram, telex, telecopier~~ or any other form of facsimile, postage or charges prepaid (as applicable), and addressed to such parties at the addresses listed on Exhibit "A." All telephone or oral notices permitted by this agreement shall be confirmed immediately thereafter by written notice. The originating notice given under any provision hereof shall be deemed delivered only when received by the party to whom such notice is directed, and the time for such party to deliver any notice in response thereto shall run from the date the originating notice is received. "Receipt" for purposes of this agreement with respect to written notice delivered hereunder shall be actual delivery of the notice to the address of the party to be notified specified in accordance with this agreement, or to the ~~telecopy,~~ facsimile ~~or telex~~ machine of such party. The second or any responsive notice shall be deemed delivered when deposited in the United States mail or at the office of the courier ~~or telegraph service,~~ or upon transmittal by ~~telex, telecopy or~~ facsimile, or when personally delivered to the party to be notified, provided, that when response is required within 24 or 48 hours, such response shall be given orally or by telephone, telex, telecopy or other facsimile within such period. Each party shall have the right to change its address at any time, and from time to time, by giving written notice thereof to all other parties. If a party is not available to receive notice orally or by telephone when a party attempts to deliver a notice required to be delivered within 24 or 48 hours, the notice may be delivered in writing by any other method specified herein and shall be deemed delivered in the same manner provided above for any responsive notice. Each Email Notice shall clearly state it is a notice or response to a notice under this agreement. An Email Notice shall be deemed received on the day following delivery of such Email Notice (exclusive of Saturday, Sunday and legal holidays) if no acknowledgment of the Email Notice is received prior to the following day (exclusive of Saturday, Sunday and legal holidays). Automatic delivery receipts issued, without direct acknowledgment of the email, are not evidence of a receipt for purposes of this agreement.

ARTICLE XIII.
TERM OF AGREEMENT

Unless terminated by mutual consent of the parties, this ~~This~~ agreement shall remain in full force and effect as to the Oil and Gas Leases and/or Oil and Gas Interests subject hereto for the period of time selected below; provided, however, no party hereto shall ever be construed as having any right, title or interest in or to any Lease or Oil and Gas Interest contributed by any other party beyond the term of this agreement.

☑ ~~☐~~ Option No. 1: So long as any of the Oil and Gas Leases subject to this agreement remain or are continued in force as to any part of the Contract Area, whether by production, extension, renewal or otherwise.

☐ ~~☑~~ ~~Option No. 2: In the event the well described in Article VI.A., or any subsequent well drilled under any provision of this agreement, results in the Completion of a well as a well capable of production of Oil and/or Gas in paying quantities, this agreement shall continue in force so long as any such well is capable of production, and for an additional period of _____ days thereafter; provided, however, if, prior to the expiration of such additional period, one or more of the parties hereto are engaged in drilling, Reworking, Deepening, Sidetracking, Plugging Back, testing or attempting to Complete or Re-complete a well or wells hereunder, this agreement shall continue in force until such operations have been completed and if production results therefrom, this agreement shall continue in force as provided herein. In the event the well described in Article VI.A., or any subsequent well drilled hereunder, results in a dry hole, and no other well is capable of producing Oil and/or Gas from the Contract Area, this agreement shall terminate unless drilling, Deepening, Sidetracking, Completing, Re-completing, Plugging Back or Reworking operations are commenced within _____ days from the date of abandonment of said well. "Abandonment" for such purposes shall mean either (i) a decision by all parties not to conduct any further operations on the well or (ii) the elapse of 180 days from the conduct of any operations on the well, whichever first occurs.~~

The termination of this agreement shall not relieve any party hereto from any expense, liability or other obligation or any remedy therefor which has accrued or attached prior to the date of such termination.

Upon termination of this agreement and the satisfaction of all obligations hereunder, in the event a memorandum of this Operating Agreement has been filed of record, Operator is authorized to file of record in all necessary recording offices a notice of termination, and each party hereto agrees to execute such a notice of termination as to Operator's interest, upon request of Operator, if Operator has satisfied all its financial obligations.

ARTICLE XIV.
COMPLIANCE WITH LAWS AND REGULATIONS

A. Laws, Regulations and Orders:

This agreement shall be subject to the applicable laws of the state in which the Contract Area is located, to the valid rules, regulations, and orders of any duly constituted regulatory body of said state; and to all other applicable federal, state, and local laws, ordinances, rules, regulations and orders.

B. Governing Law:

This agreement and all matters pertaining hereto, including but not limited to matters of performance, non- performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the law of the state in which the Contract Area is located. If the Contract Area is in two or more states, the law of the state of California shall govern.

C. Regulatory Agencies:

Nothing herein contained shall grant, or be construed to grant, Operator the right or authority to waive or release any rights, privileges, or obligations which Non-Operators may have under federal or state laws or under rules, regulations or orders promulgated under such laws in reference to oil, gas and mineral operations, including the location, operation, or production of wells, on tracts offsetting or adjacent to the Contract Area.

With respect to the operations hereunder, Non-Operators agree to release Operator from any and all losses, damages, injuries, claims and causes of action arising out of, incident to or resulting directly or indirectly from Operator's interpretation or application of rules, rulings, regulations or orders of any governmental authority having jurisdiction, including the Environmental Protection Agency; the California Department of Fish and Wildlife; the California department of Conservation, Division of Oil, Gas and Geothermal Resource; the California Air Resources Board; the California Water Resources Control Board; the San Joaquin Valley Air Pollution Control District; the Department of Energy or Federal Energy Regulatory Commission or predecessor or successor agencies to the extent such interpretation or application was made in good faith and does not constitute gross negligence. Each Non-Operator further agrees to reimburse Operator for such Non-Operator's share of production or any refund, fine, levy or other governmental sanction that Operator may be required to pay as a result of such an incorrect interpretation or application, together with interest and penalties thereon owing by Operator as a result of such incorrect interpretation or application.

ARTICLE XV.
MISCELLANEOUS

A. Execution:

This agreement shall be binding upon each Non-Operator when this agreement or a counterpart thereof has been executed by such Non-Operator and Operator notwithstanding that this agreement is not then or thereafter executed by all of the parties to which it is tendered or which are listed on Exhibit "A" as owning an interest in the Contract Area or which own, in fact, an interest in the Contract Area. ~~Operator may, however, by written notice to all Non-Operators who have become bound by this agreement as aforesaid, given at any time prior to the actual spud date of the Initial Well but in no event later than five days prior to the date specified in Article VI.A. for commencement of the Initial Well, terminate this agreement if Operator in its sole discretion determines that there is insufficient participation to justify commencement of drilling operations. In the event of such a termination by Operator, all further obligations of the parties hereunder shall cease as of such termination. In the event any Non-Operator has advanced or prepaid any share of drilling or other costs hereunder, all sums so advanced shall be returned to such Non-Operator without interest. In the event Operator proceeds with drilling operations for the Initial Well without the execution hereof by all persons listed on Exhibit "A" as having a current working interest in such well, Operator shall indemnify Non-Operators with respect to all costs incurred for the Initial Well which would have been charged to such person under this agreement if such person had executed the same and Operator shall receive all revenues which would have been received by such person under this agreement if such person had executed the same.~~

B. Successors and Assigns:

This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors and assigns, and the terms hereof shall be deemed to run with the Leases or Interests included within the Contract Area.

C. Counterparts:

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

D. Severability:

For the purposes of assuming or rejecting this agreement as an executory contract pursuant to federal bankruptcy laws, this agreement shall not be severable, but rather must be assumed or rejected in its entirety, and the failure of any party to this agreement to comply with all of its financial obligations provided herein shall be a material default.

ARTICLE XVI.
OTHER PROVISIONS

A. Subsequently Created Interests:

If a Burdened Party elects to abandon any well under the provisions of Article VI.E. or elects to surrender a Lease (or any portion thereof or undivided interest therein) under the provisions of Article VIII.A. and, as a result thereof, becomes obligated to assign all or a portion of such Lease, or any undivided interest therein, to one or more of the other parties, then the interest assigned shall be free and clear of any such Subsequently Created Interest created by the Burdened Party and such Burdened Party shall indemnify, defend and hold harmless the assignees and their respective successors in interest from any and all claims and demands for payment asserted by the owners of the Subsequently Created Interest created by the Burdened Party.

B. Operator Liability:

Notwithstanding anything herein to the contrary and subject to Operator being removed in accordance with Article V.B. and Article XVI.S, in no event shall Operator have any liability as operator for any claim, damage, loss or liability sustained or incurred in connection with any operation or any other operation or activity prescribed or permitted hereunder or any breach of any provision regarding the standard of performance of an operator in performing operations under this agreement, EVEN IF SUCH CLAIM, DAMAGE, LOSS OR LIABILITY AROSE IN WHOLE OR IN PART FROM THE ACTIVE, PASSIVE, SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF OPERATOR OR ANY AFFILIATE OF OPERATOR OR ANY OFFICER, PARTNER, MEMBER, DIRECTOR, AGENT OR EMPLOYEE OF OPERATOR OR ANY AFFILIATE OF OPERATOR, OTHER THAN IF SUCH CLAIM, DAMAGE, LOSS OR LIABILITY AROSE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OPERATOR OR ANY AFFILIATE OF OPERATOR; it being understood by each party that any such claim, damage, loss or liability (other than that caused by the gross negligence or willful misconduct of Operator or any affiliate of Operator), shall be borne severally by the parties (including Operator) in proportion to their interests in the operations or activities giving rise to such claim, damage, loss or liability. Operator shall bear sole responsibility on behalf of the other parties to this agreement for any claim, damage, loss or liability to the extent any such claim, damage, loss or liability is caused by or arises out of the gross negligence or willful misconduct of Operator or any affiliate of Operator.

C. Confidentiality:

1. Except as otherwise specifically provided in this Article XVI.C., all information obtained pursuant to this agreement, including all geophysical, geological, and engineering data, well information, and any other marketing and sales information obtained pursuant to Article XVI.R.2, all other records and reports pertaining to the Contract Area or the operations thereon (collectively, the "Confidential Information") shall be the sole and confidential property of the parties receiving it pursuant to this agreement, and the parties agree, and do hereby bind themselves, their successors and assigns, to accept and keep the Confidential Information confidential and for the exclusive use of the parties concerned for the term of this agreement. If any portion of the Confidential Information becomes generally available to the public while this agreement is still in force, and such availability is not a result of a breach of this agreement, then at that time the confidentiality provisions of this Article XVI.C. shall cease to apply to that portion of the Confidential Information that has become generally available to the public.

2. Subject to Article XVI.R.2, any party may disclose Confidential Information, without the consent of any other party, (a) to any governmental authority when lawfully required by such governmental authority, (b) to potential and actual lenders, investors, co-investors and financial institutions, (c) to bona fide consultants and accredited engineering firms for the purpose of evaluation on a confidential basis, (d) to third parties with whom a party is engaged in a bona fide effort to sell all or part of its interest in the Contract Area in accordance with this agreement, (e) to third parties with whom a party is engaged in a bona fide effort to (i) effect a merger or consolidation, (ii) sell all or a controlling part of

its stock or other equity capital, or (iii) sell all or substantially all of its assets or (f) to an affiliate, director, owner, auditor, employee, member, partner or officer of a party; provided that any third party who is permitted access to Confidential Information pursuant to provisions (b), (c), (d) or (e) of this paragraph (collectively, the "Permitted Third Parties"), shall agree in writing prior to that access not to communicate such information to anyone and to make no use of such information adverse to the parties hereto during the period of time such information remains confidential hereunder.

3. Except as expressly provided hereunder, Operator makes no representations or warranties, express, statutory or implied, as to the accuracy, quality, or completeness of the Confidential Information. Operator shall not be liable to any other party or to any Permitted Third Party in contract, tort, securities laws or otherwise as a result of such other party's (or such Permitted Third Party's) use or disclosure of the Confidential Information, or errors therein or omissions therefrom. Each party accepts the Confidential Information "as is, where is, with all faults", and agrees that neither it nor any of its affiliates, representatives, owners, successors, or assigns shall rely upon the Confidential Information without first satisfying itself as to, and making independent verification of, the accuracy and completeness of such Confidential Information.

D. Regulatory Filings:

Operator shall use its reasonable efforts to obtain any governmental approvals or permits necessary to carry out operations under this agreement and shall prepare and file, in material compliance with law and other applicable requirements, the notices, reports and applications referred to in Article V.D.6. However, in no event shall Operator have any liability to any Non-Operator in obtaining, making or prosecuting (or failing to obtain, make or prosecute) any such approval, permit, or filing or in rendering (or failing to render) any notice, report or application, absent Operator's gross negligence or willful misconduct. Any penalties incurred as a result of any incorrect filing, notice, report or application shall, in the absence of Operator's gross negligence or willful misconduct, be charged to the parties owning the production to which the penalty pertains in proportion to such ownership.

E. Non-Operator Liability for Site Visits:

Each Non-Operator shall indemnify, defend and hold harmless Operator from and against any and all liability in excess of insurance coverage carried for the joint account for injury to such Non-Operator's officers, employees, invitees and/or agents, resulting from or relating to the presence of any such officers, employees, invitees and/or agents at any well location or production facility on the Contract Area or from any such person's traveling to or from such location or facility, other than any such injury and resulting liability caused by the gross negligence or willful misconduct of Operator.

F. Proposing and Participating in Operations:

No party may elect to participate in only part of a proposed Subsequent Well and Facility Program. When a Subsequent Well and Facility Program is proposed pursuant to Article VI, each non-proposing party must elect either to participate in the entire proposed Subsequent Well and Facility Program or to go non-consent with respect to the entire proposed Subsequent Well and Facility Program.

G. Controlling Language:

In the event of any conflict between any provision of this Article XVI. and any other provision of this agreement, the provisions of this Article XVI. shall control and prevail.

H. Preparation of Operating Agreement:

Each Party hereto and its respective counsel participated in the preparation of this agreement. In the event of any ambiguity in this agreement, no presumption shall arise based on the identity of the draftsman of this agreement.

I. Headings for Convenience Only:

The headings and titles in this agreement are for guidance and convenience of reference only and do not limit or otherwise affect or interpret the provisions of this agreement.

J. References:

Each reference made in this agreement to an Article refers to the applicable Article in this agreement, unless the context clearly indicates otherwise. The words “this Article”, refers only to the Article hereof in which those words occur. Each reference made in this agreement to an Exhibit or Schedule refers to the applicable Exhibit or Schedule attached hereto, unless the context clearly indicates otherwise. Each Exhibit and Schedule attached hereto is made a part hereof.

K. Related Definitional Matters:

As used in this agreement, (a) any pronoun in masculine, feminine or neuter gender shall be construed to include all other genders, (b) the term “including” shall be construed to be expansive rather than limiting in nature and to mean “including without limitation”, except where the context expressly otherwise requires, (c) each term defined in this agreement in the singular shall include the plural of that term, and each term defined in this agreement in the plural shall include the singular of that term, and (d) the words “this agreement”, “herein”, “hereby”, “hereunder”, and “hereof”, and words of similar import refer to this agreement as a whole and not to any particular part of this agreement unless the context clearly or expressly provides or indicates otherwise.

L. Consequential Damages:

None of the parties shall be entitled to recover from any other party, or such parties’ respective affiliates (as defined in Exhibit “C”), any indirect, consequential, punitive or exemplary damages arising under or in connection with this agreement or the transactions contemplated hereby, except to the extent any such party suffers such damages (including costs of defense and reasonable attorneys’ fees incurred in connection with defending such damages) to a third party, which damages (including costs of defense and reasonable attorneys’ fees incurred in connection with defending against such damages) shall not be excluded by this provision as to recovery hereunder. Subject to the preceding sentence, each party, on behalf of itself and each of its affiliates (as defined in Exhibit “C”), waives any right to recover punitive, special, exemplary and consequential damages arising in connection with or with respect to this agreement or the transactions contemplated hereby. Notwithstanding anything herein to the contrary, nothing in this agreement shall be construed to limit a party’s recovery of lost profits to the extent such lost profits constitute direct damages. Further, the parties each agree not to assert any claims against the other party for any of the foregoing damages.

M. Severability:

If any term or other provision of this agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

N. Amendment:

This agreement may be amended only by an instrument in writing executed by all of the parties hereto and expressly identified as an amendment or modification. Notwithstanding the foregoing, the Operator is hereby authorized to revise, modify or supplement Exhibit “A” to this Agreement to evidence any changes in or additions to the Contract Area or the Oil and Gas Interests and/or Oil and Gas Leases forming a part of or covered by the Contract Area (to the extent Operator provides supporting documentation evidencing such changes) and to correct any ministerial errors that the Operator may find from time to time in Exhibit “A”. The provisions of this agreement shall constitute a covenant running with the land and shall remain in full force and effect and be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns, in each case, until this agreement terminates.

O. Memorandum of Operating Agreement:

The parties agree that upon execution of this agreement, the parties will also execute the applicable Memorandum of Operating Agreement in the form set forth in Exhibit "H" hereto for recordation by either party in the ordinary course of business, in the county or counties and the state in which the Contract Area is located.

P. Adjustments to Contract Area:

In the event any Interest or Lease is assigned pursuant to this agreement, the interests of the parties reflected on Exhibit "A" shall be revised on an acreage basis, effective as of the date of such assignment, to reflect the assignment.

Q. Development of Contract Area:

1. "Designated Operator" shall mean, as of any date with respect to any Subsequent Well and Facility Program, the entity designated as of such date pursuant to the terms of this agreement to act as Operator during the effective period of such Subsequent Well and Facility Program; provided that Berry shall not be deemed to be the Designated Operator with respect to any Subsequent Well and Facility Program unless Linn has (i) failed to exercise its right for Linn or an affiliate of Linn to assume operatorship pursuant to Article XVI.S.1 and has failed to propose a third party operator to assume operatorship pursuant to Article XVI.S.1 on or before the date occurring sixty (60) days prior to the commencement of the effective period of such Subsequent Well and Facility Program; (ii) been removed for cause, resigned from its role as Operator in accordance with Article V.B.1, or been deemed to have resigned from its role as Operator under Article V.B.3; or (iii) transferred its interests to Berry in accordance with Article XVI.R or failed to comply with any of Linn's obligations under Article XVI.R.

2. Each well drilled on the Contract Area after the Initial Well and Facility Program shall be drilled as part of a Subsequent Well and Facility Program that is proposed by the Designated Operator for the period during the effective period of such Subsequent Well and Facility Program. A "Subsequent Well and Facility Program" means an operation consisting of (a) the drilling of a series of wells or a single well in a portion of the Contract Area to be specified in the proposal for such Subsequent Well and Facility Program, (b) all water flood and steam flood operations in connection with such well or wells, (c) the construction or upgrade of all infrastructure that will service such well or wells, including water pumps, steam generators, upgraded pumps and generators, and other surface equipment, (d) the conversion of any previously producing wells to injection wells that will benefit such well or wells, (e) all operations necessary for the drilling and Completion of such well or wells, and (f) all other operations necessary to cause such well or wells and infrastructure to be completed. Each Subsequent Well and Facility Program shall include all wells that will be included in a particular water flood or steam flood operation and that will be serviced by a specified set of infrastructure, including water pumps, steam generators, upgraded pumps and generators, and other surface equipment. Designated Operator shall include an AFE with such proposal, which AFE shall include all costs and expenses reasonably estimated to be necessary to be incurred to complete such Subsequent Well and Facility Program. If a party elects not to participate in a Subsequent Well and Facility Program, then such party shall not be entitled to participate in any future operations relating to the wells or any infrastructure construction or infrastructure upgrade related to such Subsequent Well and Facility Program, including an operation to Rework, Sidetrack, Deepen, Recomplete or Plug Back such wells, until any relinquishment under this agreement relating to such Subsequent Well and Facility Program is no longer effective.

3.

   a. Subject to Article XVI.Q.3b, on or prior to December 1 of each year, beginning on December 1, 2018, Designated Operator shall deliver a non-binding plan for the following year setting forth each Subsequent Well and Facility Program that Designated Operator expects to be proposed during such following year, and a preliminary budget that Designated Operator expects to be required for operations relating to each such Subsequent Well and Facility Program during such following year.

b. Notwithstanding any non-binding plans delivered pursuant to Article XVI.Q.3a, Designated Operator shall in all cases provide ninety (90) days prior notice to the other parties of any proposed Subsequent Well and Facility Program to be conducted in the Contract Area and a preliminary budget therefor.

R. Transfers; Limited Right of First Refusal:

1. If Linn Operating, Inc. (or its affiliate) or Linn Energy Holdings, LLC (or its affiliate) ("Linn") proposes or desires to sell or transfer its (a) interests under this agreement, (b) rights and interests in the Contract Area, or (c) interest in the Leases or wells within the Contract Area (such rights and interests of a party are referred to herein as such party's "Interests") to any third Person (including a Quantum Related Party) (such third Person, a "Transferee", and such proposed sale or transfer, a "Transfer"), then Linn shall promptly deliver written notice of such proposed sale or transfer to Berry Petroleum Company, LLC ("Berry"), Linn shall only sell all and not part of the Linn Interests and any such Transfer shall include all of the Interests of both Linn and Berry; provided that Berry shall alternatively be entitled to submit a bid for the Linn Interests as a potential purchaser and Linn shall not discriminate against Berry in Linn's evaluation of any bids submitted as part of any marketing or sales process or evaluation of offers. In the event that Berry does not purchase the Linn Interests, Berry shall consent to any Transfer and sell the Berry Interests on the same terms and conditions as Linn has agreed to with the Transferee with respect to such Transfer in accordance with Article XVI.R.3. Any instrument documenting a Transfer shall include a representation, to Linn and Berry, by the relevant proposed purchaser stating that such purchaser is not (i) an affiliate of Quantum Energy Partners, (ii) a Person in which Quantum Energy Partners or any affiliate of Quantum Energy Partners directly or indirectly (including through one or more subsidiaries) holds an economic interest equal to or greater than twenty-five percent (25%), or (iii) a Person from which a Person described in clause (i) or (ii) of this sentence has a contractual right on the proposed date of sale of Linn's Interests to purchase such Interests, save to the extent that Linn has provided an Offer Notice to Berry pursuant to Articles XVI.R.7 and Berry has not exercised its rights in relation to the Offered Interests within the prescribed period set out in Articles XVI.R.6 to 9.

2. If at any stage during a marketing or sales process, Berry notifies Linn that Berry does not intend to participate as a potential purchaser in the marketing and sale of the Interests under such marketing or sales process, then Berry shall be entitled to participate as an observer of such process and obtain from Linn all such information as may reasonably be requested by Berry, and Berry shall provide such assistance with potential purchasers as may reasonably be requested by Linn. Upon delivery of such notice, Berry shall be deemed to have waived all of its rights under Articles XVI.R. 6 to 9 with respect to such marketing or sales process and any information so received by Berry shall not be disclosed to any other Person save with the prior consent of Linn.

3. If Linn receives an offer for the Transfer of its Interests or otherwise finalizes the terms and conditions of the Transfer of its Interests (whether pursuant to a marketing or sales process or otherwise), then Linn shall, within three (3) days after the final terms and conditions of such Transfer have been fully negotiated, deliver a written notice (a "Transfer Notice") to Berry informing Berry of such Transfer and disclosing all of the final terms and conditions of the Transfer, including: (a) the name of the Person that has offered to purchase the Interests; (b) the price and the other terms and conditions of the proposed Transfer; (c) a copy of all documentation and instruments establishing such terms; and (d) the proposed date, time and location of the closing of the proposed Transfer, which shall not be less than 30 days from the date of the Notice. Unless Berry purchases the Linn Interests pursuant to the provisions of Articles XVI.R.6 to 9, Berry shall consent to, join in and participate in such Transfer with respect to all of its Interests on the same terms and conditions as Linn has agreed to with the Transferee with respect to all of Linn's Interests. Berry shall raise no objections against and shall not impede or delay such Transfer and will take or cause to be taken all other actions reasonably necessary or desirable to cause the consummation of such Transfer (and any related transactions) on the terms proposed by Linn, including, without limitation, executing any

applicable agreements and transaction documents negotiated by Linn in connection with such Transfer. Berry agrees that (a) it shall make the same representations and warranties, covenants and indemnities as Linn agrees to make in connection with the Transfer; (b) neither Linn nor Berry shall be liable for the breach of any covenants of the other party in connection with the Transfer; (c) neither Linn nor Berry shall be required to make any representations or warranties or provide indemnities with respect to the other party or such other party's undivided working interest in the Interests; (d) any liability relating to representations or warranties (and related indemnities) or other indemnification obligations regarding the Interests shall be shared on a several (but not joint) basis by Linn and Berry in proportion to such party's undivided working interest in the Interests; and (e) neither Linn nor Berry shall be responsible to the other party for any liabilities or indemnities in connection with such Transfer in excess of the proceeds received by such party in such Transfer.

4. Unless otherwise agreed, each of Linn and Berry will bear (a) its own costs of any transfer of its Interests pursuant to a Transfer to a third party Transferee and (b) its proportionate share of any costs arising pursuant to a Transfer to a third party Transferee to the extent such costs are incurred for the benefit of all parties participating in such Transfer and are not otherwise paid by the Transferee.

5. Notwithstanding anything contained in this Article XVI.R., but subject to compliance with the terms of Articles XVI.R.6 to 9, neither Linn nor any of its affiliates shall have any liability or obligation if Linn determines, for any reason, not to consummate a Transfer, and Linn shall be permitted to discontinue at any time any Transfer without any liability or obligation to Berry or its affiliates therefor.

6. Notwithstanding anything to the contrary contained in this agreement, unless such right has been waived pursuant to Article XVI.R.2, if Linn receives an offer (whether pursuant to a marketing or sales process or otherwise and whether solicited or unsolicited) from a Quantum Related Party for the purchase of Linn's Interests that Linn desires to accept, or Linn otherwise negotiates the terms and conditions (including the purchase price) of a sale to a Quantum Related Party of Linn's Interests, then Berry shall have a right of first refusal to purchase Linn's Interests (the "Offered Interests") in accordance with Articles XVI.R.7 to 9.

7. Linn shall, within three days of receipt of the offer from or the finalization of such terms and conditions with the Quantum Related Party, give written notice (the "Offer Notice") to Berry stating that Linn has received a bona fide offer from or has otherwise finalized such terms and conditions with a Quantum Related Party and specifying: (a) the name of the Person that has offered to purchase the Offered Interests or to which the Offered Interests are otherwise contemplated to be sold; (b) the price and the other terms and conditions of the proposed transaction; (c) a copy of the applicable offer letter and any other instruments establishing such terms, including any draft purchase and sale agreement; and (d) the proposed date, time and location of the closing of the proposed transaction. The Offer Notice shall constitute Linn's offer to transfer the Offered Interests to Berry which may be accepted by Berry pursuant to the terms of Article XVI.R.8 below at any time within two (2) days of the date of delivery of such Offer Notice; provided that such two (2) day period shall be extended to thirty (30) days with respect to any proposed Transfer to a Quantum Related Party other than pursuant to a marketing and sales process in which Berry had a right (whether waived or not) to participate as a potential purchaser (the "ROFR Notice Period").

8. Upon receipt of the Offer Notice, Berry shall have the right to elect to purchase all (but not less than all) of the Offered Interests by delivering a written notice (a "ROFR Offer Notice") to Linn stating that Berry elects to purchase the Offered Interests on the terms specified in the Offer Notice on or prior to the last day of the ROFR Notice Period. Any ROFR Offer Notice shall be binding upon delivery and irrevocable by Berry. If Berry delivers a ROFR Offer Notice during the ROFR Notice Period, then, within ten (10) days after the delivery of such ROFR Offer Notice, Berry and Linn shall execute a purchase and sale agreement for the sale and purchase of the Offered Interests and shall consummate and close such sale and purchase within fifty-five (55) days after the delivery of such ROFR Offer Notice on the same terms and conditions as those set forth in the Offer Notice. If Berry does not deliver a ROFR Offer Notice during the ROFR

Notice Period, execute a purchase and sale agreement or consummate and close such purchase within the applicable deadlines set forth in the immediately preceding sentence, then Berry shall be deemed to have waived all of its rights to purchase the Offered Interests under the terms of Articles XVI.R.6 to 9, but the other terms and conditions of this Article XVI.R shall continue to apply.

9. If such Transfer to the Quantum Related Party is not closed during the sixty (60) day period immediately following the date Berry is deemed to have waived its rights pursuant to Article XVI.R.8 above, the rights provided under Articles XVI.R.6 to 9 shall be deemed to be revived, subject always to Article XVI.R.2, and such Interests shall not be transferred to the Quantum Related Party unless Linn sends a new Offer Notice in accordance with, and otherwise complies with, Article XVI.R.6.

10. In the event any Transfer includes any of Linn's assets other than the Interests, or if the transaction is structured as a Change of Control, including if sold pursuant to Articles XVI.R.6 to 9, then the purchase price attributable to the Interests shall be determined based on the value allocated to Linn's Interests in good faith by Linn and the relevant Transferee; provided, however, that, with respect to any proposed Transfer to a Quantum Related Party under which Berry exercises its right under Article XVI.R.8, if Linn and such Quantum Related Party have not yet allocated value to Linn's Interests at the time of such exercise by Berry, then the value allocated to Linn's Interests shall be jointly determined by Linn and Berry in good faith.

S. Transfer of Operatorship

1. Linn shall have the right to request for itself, an affiliate or a third party to become, at any time after March 31, 2018, Operator for all purposes of this agreement by delivering written notice of such request to Berry, which notice shall, (i) to the extent the proposed Operator is a third party, include a certification that such third party is reasonably qualified to operate and develop the Contract Area, and (ii) be delivered not less than 60 days prior to the date on which Linn is proposing the change of Operator to occur. If Linn proposes that it or its affiliate shall become Operator, Berry will be deemed to have approved such request and the relevant entity shall become Operator on the date specified in the written notice. Should Linn propose to appoint a third party as Operator, Berry shall have a period of 15 days to review and approve such request. If Berry approves such request within such 15 day period, or fails to deliver a written notice of disapproval of such request within such 15 day period (in which case Berry shall be deemed to approve such request), then, on the date that is specified in the notice, such third party shall become Operator for all purposes of this agreement without the need for any vote. During such 60 day period, Berry shall use commercially reasonable efforts to assist in the transition of Linn, its affiliate or the relevant third party to the role of Operator. Berry shall not unreasonably withhold its approval of any request made by Linn for a change of Operator pursuant to this Article XVI.S.1, it being agreed that in no event shall a Quantum Related Party be permitted to serve as Operator under this Agreement.

2. Notwithstanding any other provision of this agreement to the contrary, if Linn sells or transfers (including as part of a Change of Control with respect to Linn) all of its interests under this agreement and/or all of its rights and interests in and to the Contract Area to a third party in accordance with this agreement (any such sale or transfer, a "Linn Exit Event"), then, contemporaneously with such Linn Exit Event, Linn's transferee (or such transferee's affiliate) shall automatically become Operator of the Contract Area.

3. Notwithstanding any other provision of this agreement to the contrary, if Berry sells or transfers (including as part of a Change of Control with respect to Berry) all of its interests under this agreement and/or all of its rights and interests in and to the Contract Area to a third party (any such sale or transfer, a "Berry Exit Event"), then, contemporaneously with such Berry Exit Event, Linn (or its affiliate) shall automatically become Operator hereunder and shall succeed Berry (or its assignee or successor, if applicable) as Operator for all purposes of this agreement, without requirement of any vote or further action by the parties. Berry shall deliver written notice to Linn promptly after the execution of any definitive documentation pursuant to which a Berry Exit Event may occur, and the closing of such Berry Exit Event shall not occur less than 30 days after the date that such notice is delivered.

T. Audit Rights:

Notwithstanding the termination of this agreement, with respect to any operation undertaken in the Contract Area hereunder, the access rights set forth in Article V.D.5. shall survive for a period of three years after the completion of such operation.

U. Additional Definitions:

1. The term “affiliate” shall mean, with respect to any party, any other person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such person. As used in this definition, the term “Control” (including the terms “Controlling,” “Controlled by,” and “under common Control with”) with respect to any person or entity means the possession, directly or indirectly, of the power to exercise or determine the voting of more than 50% of the voting rights in a corporation, and, in the case of any other type of entity, the right to exercise or determine the voting of more than 50% of the equity interests having voting rights, or otherwise to direct or cause the direction of the management and policies of such person, whether by contract or otherwise.

2. The term “Change of Control” shall mean, with respect to any party, the occurrence of any of the following: (a) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that one or more third parties becomes the beneficial owner, directly or indirectly, of more than 50% of the voting equity interests of such party; (b) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of such party’s assets and the assets of its subsidiaries, taken as a whole, to one or more third parties; provided, however, that none of the circumstances in this clause (b) shall be a Change of Control if the persons that beneficially own such equity interests immediately prior to the transaction own, directly or indirectly, equity interests with a majority of the total voting power of all of the outstanding equity interests of the transferee immediately after the transaction; or (c) such party consolidates with, or merges with or into, any third party or any third party consolidates with, or merges with or into, such party, in either case, pursuant to a transaction in which any of such party’s outstanding equity interests or the equity interests of such third party is converted into or exchanged for cash, securities or other property (other than pursuant to a transaction in which a party’s equity interests outstanding immediately prior to the transaction constitute, or are converted into or exchanged for, a majority of the equity securities of the surviving person immediately after giving effect to such transaction); provided, that for the avoidance of doubt, neither an IPO nor reorganization of a party or any of such party’s subsidiaries shall constitute a Change of Control.

3. The term “Person” shall mean any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, or other entity.

4. The term “Quantum Related Party” shall mean any of (a) Quantum Energy Partners or Sentinel Peak Resources, LLC, (b) any Person that Linn management reasonably believes to be (i) an affiliate of Quantum Energy Partners, (ii) a Person in which Quantum Energy Partners or any affiliate of Quantum Energy Partners directly or indirectly (including through one or more subsidiaries) holds an economic interest equal to or greater than twenty-five percent (25%), or (c) any Person from which a Person described in clause (a) or (b) of this definition has a contractual right on the proposed date of sale of Linn’s Interests to purchase such Interests.

V. Successors and Assigns:

Each party hereto covenants and agrees for itself, its successors and assigns, that any sale, assignment, sublease, mortgage, pledge or other instrument affecting the leases and lands subject to this instrument (whether of an operating or non-operating interest or a mortgage, pledge or other security interest) will be made and accepted subject to this instrument. Should a party assign all or part of its interest in the Contract Area subject to this agreement, at such time as the selling party has paid all of its share of joint interest billing costs in accordance with Exhibit “C” current to the effective date of such sale, it shall be deemed that the selling party shall be

released from any responsibility for costs thereafter incurred relative to the undivided interest sold; provided, however, to the extent a party retains an undivided interest such party shall continue to be bound by all of the terms and conditions of this agreement applicable to the retained undivided interest. The party acquiring the interest shall be furnished a copy of this agreement and any amendments thereto, and shall expressly agree in writing to be bound by all of its terms and provisions. Any mortgagee, pledgee or person holding only a security interest shall not incur any obligations under this agreement although its rights may be affected or limited hereby, unless and until such mortgagee, pledgee or person holding a security interest acquires legal title to any interests subject to this agreement. In the event of the foreclosure of the mortgage or security interest, any sale will be expressly made and accepted subject to all of the terms and provisions of this agreement.

W. Bankruptcy:

If, following the granting of relief under the Bankruptcy Code to any party hereto as debtor thereunder, this agreement should be held to be an executory contract under the Bankruptcy Code, then any remaining party shall be entitled to a determination by debtor or any trustee for debtor within thirty (30) days from the date an order for relief is entered under the Bankruptcy Code as to the rejection or assumption of this agreement. If the debtor or trustee determines to assume this agreement, the party seeking determination shall be entitled to adequate assurances as to the future performance of debtor's obligations hereunder and the protection of the interests of all parties. The debtor shall satisfy its obligation to provide adequate assurances by either advancing payments or depositing the debtor's proportionate share of expenses in escrow.

X. Covenant Running with the Land:

Should any party hereto sell or transfer any or all of its leasehold estate committed to this agreement, the obligations, terms and covenants hereof shall be considered covenants running with the land and shall inure to and be binding upon the parties hereto, their respective heirs, devisees, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this agreement shall be effective as of the day of , .

~~,who has prepared and circulated this form for execution, represents and warrants that the form was printed from and, with the exception(s) listed below, is identical to the AAPL Form 610-1989 Model Form Operating Agreement, as published in computerized form by Forms On-A-Disk, Inc. No changes, alterations, or modifications, other than those made by strikethrough and/or insertion and that are clearly recognizable as changes in Articles , have been made to the form.~~

ATTEST OR WITNESS:

OPERATOR

Berry Petroleum Company, LLC

By /s/ Arthur T. Smith

Arthur T. Smith

Type or print name

Title CEO

Date February 28, 2017

~~Tax ID or S.S. No.~~

NON-OPERATORS

Linn Energy Holdings, LLC

By /s/ Arden L. Walker, Jr.

Arden L. Walker, Jr.

Type or print name

Title Executive Vice President and Chief Operating Officer

Date February 28, 2017

~~Tax ID or S.S. No.~~

By

Type or print name

Title

Date

~~Tax ID or S.S. No.~~

By

Type or print name

Title

Date

~~Tax ID or S.S. No.~~

ACKNOWLEDGMENTS

Note: The following forms of acknowledgment are the short forms approved by the Uniform Law on Notarial Acts.

The validity and effect of these forms in any state will depend upon the statutes of that state.

Individual acknowledgment:

State of _____)
_____) ss.
County of _____)

This instrument was acknowledged before me on _____ by _____.

(Seal, if any) _____
Title (and Rank) _____
My commission expires: _____

Acknowledgment in representative capacity:

State of _____)
_____) ss.
County of _____)

This instrument was acknowledged before me on _____ by _____ as _____ of _____.

(Seal, if any) _____
Title (and Rank) _____
My commission expires: _____

LINN MIDSTREAM, LLC
LINN CHISHOLM TRAIL CRYOGENIC GAS PLANT
ENGINEERING AND CONSTRUCTION AGREEMENT #BK17056EC

BCCK ENGINEERING INCORPORATED
2500 North Big Spring
Midland, TX 79705
432-685-6095 ~ 432-685-7021 (fax)

LINN MIDSTREAM, LLC
14701 Hertz Quail Springs Parkway
Oklahoma City, OK 73134

June 13, 2017

LINN MIDSTREAM, LLC
LINN CHISHOLM TRAIL CRYOGENIC GAS PLANT
ENGINEERING AND CONSTRUCTION AGREEMENT #BK17056EC

Table of Contents

Schedules

Schedule “A”	BCCK Scope of Supply
Schedule “B”	Standard Rate Sheet — North American Projects For BCCK and BCCK’s Affiliates
Schedule “C”	Responsibilities of Parties
Schedule “D”	Linn Chisholm Trail Cryogenic Gas Plant Performance Specification
Schedule “E”	Preliminary Project Schedule
Schedule “F”	Owner Deliverables
Schedule “G”	Conditional M&M Lien Waivers
Schedule “H”	Unconditional M&M Lien Waivers
Schedule “I”	All Bills Paid Affidavit

This Linn Chisholm Trail Cryogenic Gas Plant Engineering and Construction Agreement (this "***Agreement***") is entered into this 13th day of June, 2017 (the "***Effective Date***"), between BCCK Engineering Incorporated, a Texas corporation ("***BCCK***"), and Linn Midstream, LLC a Delaware limited liability company ("***Linn***"), for the engineering and construction of a gas processing facility to be known as the Linn Chisholm Trail Cryogenic Gas Plant to be located in Grady County, Oklahoma.

Subject to the terms and conditions set forth herein, BCCK hereby agrees to engineer and construct for the benefit of Linn and Linn agrees to pay BCCK for the engineering, construction and other services described herein with respect to the Linn Chisholm Trail Cryogenic Gas Plant. In consideration of the mutual covenants set forth herein, and intending to be legally bound by this Agreement, Linn and BCCK hereby agree as follows:

1 Definitions

The following terms when capitalized and used in this Agreement will have the following meanings:

"***Adverse Weather Condition***" has the meaning set forth in **Section 22.2**.

"***Agreement***" means this Linn Chisholm Trail Cryogenic Gas Plant Engineering and Construction Agreement including all Schedules attached hereto.

"***As-Built Drawings***" means final construction drawings showing the final as-built Linn Chisholm Trail Cryogenic Gas Plant prepared in accordance with Industry Standards, but shall include, but not be limited to all deviations from the construction drawings made during engineering and construction. As-Built Drawings are separate and different from the Record Drawings (See **Section 2.3xvii**) which is a working set of the construction drawings marked to show changes.

"***BCCK***" means BCCK Engineering Incorporated and shall include the successors and/or authorized assigns of such party.

"***BCCK's Affiliates***" means NG Resources Corporation, NG Field Construction, LLC and any other entity controlling, controlled by or under common control with BCCK.

"***BCCK's Personnel***" means all employees, supervisors, representatives, agents and other persons to be provided by BCCK or its Subcontractors for the performance of the Work under this Agreement.

"***BCCK Work Product***" means the drawings, documents, engineering calculations and other data furnished by BCCK as further defined in **Section 12**.

"***BTU***" means British Thermal Unit.

"***Change Order***" means a document requested by either Linn or BCCK and signed by both Linn and BCCK that sets forth a change in scope of work, schedule, and/or the Contract Price, and, upon execution amends this Agreement.

"***Change Directive***" means a directive by Linn issued to BCCK to proceed with a change in the Work prior to the signing of a Change Order.

"***Commissioning***" means the process of assuring the Linn Chisholm Trail Cryogenic Gas Plant is complete and is tested to verify it functions according to its design objectives and specifications and is ready to initiate start-up and normal operation. The parties agree to reasonably cooperate with respect to Commissioning of discrete components of the Linn Chisholm Trail Cryogenic Gas Plant in phases upon their respective completion.

"***Construction Phase***" means the period from first delivery of any materials, equipment, supplies, and maintenance equipment (including temporary materials, equipment, and supplies) to the Job Site through Mechanical Completion.

"***Contract Price***" means the total amount of compensation in US Dollars to be paid to BCCK as defined in **Section 3.1** of this Agreement or as modified by a Change Order for the Work to be performed by BCCK.

"***Day***" means a business day, excluding weekends and holidays and "***day***" means a calendar day.

"***Drawings, Plans, and Specifications***" means the final construction drawings, plans, and specifications for the Linn Chisholm Trail Cryogenic Gas Plant (including the BCCK Work Product and those in **Schedule "A"** and **Schedule "C"**), understanding that there will be minor field changes captured in the As-Built Drawings.

"***Effective Date***" means the date of the execution of this Agreement as set forth in the initial paragraph of this Agreement.

"***Equipment List***" means a document prepared by BCCK and presented to Linn for prompt comments to be incorporated into the Equipment List as agreed to by both parties that identifies the major equipment to be supplied by BCCK pursuant to the Equipment Supply Agreement.

"***Equipment Supply Agreement***" means the Equipment Supply Agreement (#BK17056P) of even date herewith by and between Linn and BCCK.

"***Environmental Laws***" means any federal, state or local law, statute, guidance or policy statement, ordinance, code, rule, regulation, license, authorization, decision, order, injunction or decree, which pertains to health, safety or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or aboveground tanks) and shall include without limitation, the Clean Water Act, 33 U.S.C. § 1251 Et Seq.; The Comprehensive Environmental Response, Compensation, And Liability Act, 42 U.S.C. § 9601 Et Seq.; The Resource Conservation And Recovery Act, 42 U.S.C. § 6901 Et Seq.; The Toxic Substance Control Act, 15 U.S.C. §§ 2601 Et Seq; and The Occupational Health and Safety Act; all as amended.

"***Excusable Delay***" means the actual number of days in achieving the Mechanical Completion Date caused by (i) an event of Force Majeure, (ii) an Owner Delay, (iii) any pre-existing Hazardous Substances discovered at the Job Site, (iv) unknown conditions pursuant to **Section 2.3v**, or (v) any change in Legal Requirements that occurs after the Effective Date.

"***Force Majeure***" means any causes beyond the reasonable control of the party affected and without fault or negligence and is more fully defined in **Section 22.2** "Force Majeure" of this Agreement.

"***Fuel Gas***" means residue gas from the Linn Chisholm Trail Cryogenic Gas Plant that is to be consumed as fuel in the Linn Chisholm Trail Cryogenic Gas Plant.

"***Geotechnical Report***" means that certain Geotechnical Engineering Report dated June 1, 2017, issued by Terracon Consultants.

"***GPM***" means A) gallons per minute, B) Gallons of NGL (ethane plus) per 1000 Standard Cubic Feet of Gas.

"***Gas***" or "***Natural Gas***" whether capitalized or not means natural gas or any mixture of hydrocarbon gases or of hydrocarbon gaseous and non-combustible gases, produced with oil or from gas or gas condensate wells.

"***Hazardous Substance***" means any substance, compound, material or waste, whether solid, liquid or gaseous: (1) the presence of which requires investigation, monitoring or remediation under any Environmental Law; (2) which is or becomes defined as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "solid waste", "toxic substance", "chemical substance", "Regulated Substance", "pollutant", or "contaminant", or is otherwise classified as hazardous or toxic, in or pursuant to any Environmental Law; (3) which is explosive, corrosive, flammable, radioactive, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Oklahoma or any political subdivision thereof; (4) the presence of which on the Job Site causes or threatens to cause a nuisance upon the Job Site or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Job Site; (5) that contains petroleum hydrocarbons, asbestos, radon, polychlorinated biphenyls, urea formaldehyde foam insulation, lead, or motor fuel or other volatile organic compounds; (6) which causes or poses a threat to cause a hazard to the environment or to the health, safety or welfare of persons on or about the Job Site, or (7) which is a sharp (e.g. needle) or an infectious, medical or radioactive waste.

"***HHV***" means the higher heating value of a gas stream in BTU per cubic foot as determined by the Gas Processors Association (GPA).

"***Industry Standards***" means design and installation codes, guidelines, and recommended practices generally accepted in the gas processing industry (including those with respect to operations and with respect to construction), which include relevant portions of the following:

Code	Title	Edition
BCCK	BCCK Piping & Standard Specifications	
GE GAP (GPSA Manual)	Oil and Chemical Plant Layout and Spacing	2007
ANSI B31.3	Chemical Plant and Petroleum Refinery Piping	2016
ANSI B31.8	Gas Transmission and Distribution Piping Systems (Pertains to the Slug Catcher only)	2016
ANSI B16.5	Pipe Flanges and Flanged Fittings	2013
ASME Sect VIII, Div 1	Boiler and Pressure Vessel Code	2010
AISC	Steel Construction Manual	2011
ASCE 7	Minimum Design Loads in Buildings and Other Structures	7-10
API RP 500	Recommended Practice for Classification of Locations for Electrical Installations at Petroleum Facilities Classified as Class1, Division 1 and Division 2	1997
API RP 520 Parts 1 &2	Recommended Practice for the Design and Installation of Pressure Relieving Systems in Refineries	2014
API RP 521	Guide for Pressure Relieving and Depressuring Systems	2014
API Std 526	Flanged Steel Pressure Relief Valves	2009
API Std 530	Recommended Practice for Calculating Heater Tube Thickness in Petroleum Refineries	2009
API RP 540; Table 4	Electrical Installations in Petroleum Processing Plants; Illuminances Currently Recommended	2004
TEMA	Tubular Exchanger Manufacturers Association (all)	2007
NFPA 780	Standard for Installation of Lightning Protection Systems	2014
NFPA 70	National Electrical Code	2017
NFPA 70E; Art. 130.5	Standard for Electrical Safety in the Workplace; Arc Flash Risk Assessment	2015
NACE MR0175/ISO 15156	Materials for use in H2S containing Environments in Oil and Gas Production	2009
ACI	Building Code Requirements for Structural Concrete	318-14
NFPA 87	Recommended Practice for Fluid Heaters	2011
NFPA 497	Recommended Practice for the Classification of Flammable Liquids, Gases, or Vapors and of Hazardous (Classified) Locations for Electrical Installations in Chemical Process Areas	2012

"***Instrument List***" means a document prepared by BCCK and presented to Linn for prompt comments to be incorporated into the Instrument List as agreed to by both parties that identifies the major tagged instruments supplied by BCCK pursuant to the Equipment Supply Agreement. Items of instrumentation will be assigned a unique identification number and so tagged on the P&IDs.

"***Job Book***" means a book (in electronic format), prepared in accordance with Industry Standards, of all equipment installed at the Project with relevant information so that each piece of equipment and portion thereof can be traced through its supplier to its original manufacturer.

"***Job Site***" means the area of land owned or leased by Linn and designated by Linn for use by BCCK for performance of the Work.

"***Legal Requirements***" means all applicable federal, state, and local statutes, laws, codes, ordinances, rules, regulations, orders, and decrees, including, without limitation, Environmental Laws.

"***Linn***" means Linn Midstream, LLC and shall include the successors and/or authorized assigns of such party.

"***Linn Chisholm Trail Cryogenic Gas Plant***" means the entire NGL extraction/fractionation and treating facility as designed, constructed, and installed as described in **Schedule "A"**, **Schedule "C"**, and **Schedule "D"**.

"***Linn's Personnel***" means all employees, supervisors, representatives, agents and other persons or entities to be provided by Linn or its subcontractors in connection with the Project.

"Major Equipment" means the flares, demethanizer, amine contactor and slug catchers for the Linn Chisholm Trail Cryogenic Gas Plant.

"***Major Subcontractor***" means (i) a Subcontractor that is selected and enters into a subcontract with BCCK or any Subcontractor for the performance of any part of the Work, and whose subcontract or subcontracts (in the aggregate) with BCCK, or any of its Subcontractors, require payments by BCCK (or such Subcontractor) of Two Hundred Fifty Thousand Dollars ($250,000) or more and (ii) each of BCCK's Affiliates.

"***Maximum Liability Amount***" means $20,000,000.00.

"***Mechanical Completion***" means the satisfactory completion of all the conditions set forth in **Section 5.1** of this Agreement.

"***Mechanical Completion Date***" means the date Mechanical Completion is confirmed as described in **Section 5.1**.

"***Mechanical Integrity Testing***" means the performance of hydraulic or pneumatic pressure tests of equipment or piping to assure its mechanical integrity.

"***MMSCFD***" means million standard cubic feet per day.

"***Milestone***" means the completion of significant events as described in **Section 3.1** of this Agreement that, when complete as agreed to by both parties, obligate Linn to make payment to BCCK as indicated.

"***Natural Gas Liquids***" or "***NGL***" means hydrocarbons extracted in liquid form from Natural Gas by the Linn Chisholm Trail Cryogenic Gas Plant in conformance with the Product Specifications in **Schedule "D"** of this Agreement.

"***ODEQ***" means the Oklahoma Department of Environmental Quality.

"***Operating Manual***" means the electronic and paper manual supplied by BCCK that contains the operating instructions for the Linn Chisholm Trail Cryogenic Gas Plant.

"***Owner Delay***" means the actual number of days of delay in achieving the Mechanical Completion Date caused by the failure by Linn to timely perform its obligations under this Agreement including any failure or delay by Linn in providing the Owner Deliverables.

"***Owner Deliverables***" means those items and tasks to be provided or performed by Linn as set forth on **Schedule "F"** attached hereto.

"***P&ID's***" means the Piping and Instrument Diagrams, to be supplied by BCCK and presented to Linn for prompt comments to be incorporated into the diagrams as agreed to by both parties prior to the start of the Process Hazards Analysis review of the Linn Chisholm Trail Cryogenic Gas Plant that will reflect the process placement of the equipment and instruments listed on the Equipment and Instrument Lists.

"***Prime Rate***" means the interest rate determined from time to time by the major US Banks and published in The Wall Street Journal on any given Day as the Prime Rate of interest.

"***Process Hazards Analysis***" means the safety review required by OSHA and performed by a third party of Linn's choice at Linn's expense.

"***Procured Equipment***" means the Equipment and materials to be supplied by BCCK to Linn pursuant to the Equipment Supply Agreement, including, without limitation, the equipment set forth on the Equipment List.

"***Project***" means the Linn Chisholm Trail Cryogenic Gas Plant engineered, constructed, and installed by BCCK (including the Procured Equipment plus any other improvements or equipment supplied and installed by Linn or others inside or adjacent to the Linn Chisholm Trail Cryogenic Gas Plant fence including related compression and dehydration).

"***PSIG***" means pounds per square inch gauge.

"***Record Drawings***" means the record drawings as defined in **Section 2.3xvii**.

"***RSV***" means Recycle Split Vapor process utilized as part of the Linn Chisholm Trail Cryogenic Gas Plant.

"***RVP***" means Reid Vapor Pressure.

"***Sales Gas***" or "***Sales Gas Stream***" means residue gas from the Linn Chisholm Trail Cryogenic Gas Plant that is to be sold as Natural Gas.

"***Start-up Assistance***" means the assistance provided by BCCK to Linn for start-up of the Linn Chisholm Trail Cryogenic Gas Plant, once Commissioning activities are completed. Start-up Assistance will be provided per **Schedule "C"** of this Agreement.

"***Start-up Date***" means the date that the Linn Chisholm Trail Cryogenic Gas Plant is fully Commissioned and ready to process Gas to the specifications set forth in **Schedule "D"**.

"***Subcontractor***" means any party that enters into an agreement with BCCK and performs certain work or services in furtherance of BCCK's obligations under this Agreement and all direct and indirect subcontractors of such party at all levels, including material men and suppliers.

"***Successful Achievement of the Performance Specifications***" means the satisfactory completion of all of the conditions set forth in **Section 5.2** of this Agreement.

"***Target Completion Date***" is defined in **Section 22.1**.

"***Termination for Cause***" is defined in **Section 25.1**.

"***Work***" means all engineering and design (including preliminary engineering, designs and evaluations required in the development phase), installation of equipment (including the Procured Equipment), freight, delivery, storage, project management, fabrication, construction, supervision, administration of BCCK's safety program, testing, preparation of documentation, Start-up Assistance and related services, equipment, and materials required to be performed by BCCK pursuant to this Agreement and all work reasonably inferable therefrom, but expressly excluding any work to be provided by Linn or others, if any, pursuant to the express provisions of this Agreement, to design and construct the Linn Chisholm Trail Cryogenic Gas Plant as described in **Article 2**, **Schedule "A"** and **Schedule "C"** so that the Linn Chisholm Trail Cryogenic Gas Plant will be capable upon Successful Achievement of the Performance Specifications of processing gas to meet the Performance Specifications in **Schedule "D"**. Work includes labor, materials, equipment (other than the Procured Equipment), services, transportation, storage, and any other items to be used by BCCK or its Subcontractors or vendors in the performance of this Agreement. Work does not include (i) the supply of the Procured Equipment or (ii) the supply or provision of any equipment, materials, work or services expressly required by this Agreement to be provided by Linn or others.

2 Scope of Work

2.1 BCCK To Provide

BCCK shall in accordance with all applicable Legal Requirements provide all direct and indirect services (including engineering, design, and oversight), labor, material, transportation and storage of equipment (including the Procured Equipment), tools, and construction utilities (except utilities expressly required to be provided by Linn in this Agreement) necessary to engineer, construct and test in a safe manner the Linn Chisholm Trail Cryogenic Gas Plant, including, but not limited to, those set forth in **Schedule "A"**, **Schedule "C"**, and **Schedule "D"** of this Agreement, and complete the Work in a safe manner and in accordance with all Drawings, Plans, and Specifications therefor such that the Linn Chisholm Trail

Cryogenic Gas Plant will, upon Successful Achievement of the Performance Specifications, meet the Performance Specifications set forth in **Schedule "D"** to process gas in accordance with all applicable Legal Requirements. BCCK shall hire and employ all persons and Subcontractors (in accordance with all applicable Legal Requirements (including, without limitation, The Immigration Reform and Control Act of 1986 set forth by Homeland Security guidelines to ensure and verify the eligibility and identity of all employees at the time of hire for all temporary employees, permanent employees and/or contract employees) and shall furnish and be responsible for all of the Work, including, tools, equipment and supervision necessary to satisfactorily engineer, design, fabricate, deliver, receive, off-load, store and install the equipment (including the Procured Equipment) and construct the Linn Chisholm Trail Cryogenic Gas Plant in accordance with the provisions of this Agreement and all applicable Legal Requirements. BCCK's scope of supply and responsibilities include, without limitation, those items listed as BCCK's responsibility in **Schedule "C"** of this Agreement. Specifically, BCCK shall be responsible for the following non-exclusive list:

i. All engineering design for the Linn Chisholm Trail Cryogenic Gas Plant, including, but not limited to the preparation of the following:

a. Equipment and Instrument Data Sheets;

b. Process Simulations and Process Flow Diagrams;

c. Piping and Instrument Diagrams;

d. Detailed construction drawings including foundations, piping, electrical, structural and instrumentation;

e. Purchase requisitions;

f. Operating Manual, one electronic copy and one paper copy;

g. Design the Control Building so that it can withstand a blast that creates a force of five (5) PSI or less.

h. As-Built Drawings, one electronic copy and one paper copy; and

i. Job Book, one electronic copy.

ii. Completion of the Work in accordance with the Drawings, Plans, and Specifications, applicable Legal Requirements, and Industry Standards, including installation of all foundations, structures, and equipment to be incorporated or used in the performance of the Work; maintaining the Job Site in a safe condition free of debris, waste material and rubbish; clearing the Job Site of temporary structures, surplus material, equipment and tools; and restoring the Job Site to an orderly condition as found prior to construction upon Mechanical Completion.

iii. Arranging the complete handling of all materials, equipment and construction equipment, including (but not limited to) inspection, expediting, shipping, storing, unloading and receiving;

iv. Designating a Project Manager who will have full responsibility for the completion of the Work and will act as a single point of contact in all major matters on behalf of BCCK and informing Linn in writing of the name and contact information of the Project Manager. The designated Project Manager may be changed only in Consultation with Linn. The initial Project Manager is Amy Ontiveroz. BCCK shall also designate and advise Linn of an on-site foreperson who will be at the Project Site full time and who will act as a single point of contact at the Job Site.

v. Within ninety (90) days after the Mechanical Completion Date, assist with and witness a performance test conducted by Linn in accordance with **Schedule "D"** during a 24 hour interval of steady state operations. Gas and liquid samples shall be analyzed by a 3rd party laboratory at Linn's expense.

2.2 Schedule "C"

In addition to other responsibilities set forth in this Agreement, Linn and BCCK shall be responsible for the items specified for each of them in **Schedule "C"** of this Agreement.

2.3 Other Responsibilities of BCCK

i. BCCK represents to Linn that it is knowledgeable and skilled in performing projects similar to the Project. BCCK covenants with Linn to exercise skill and judgment consistent with Industry Standards in performing the Work.

ii. BCCK shall perform the Work in accordance with (x) all applicable Legal Requirements, (y) the Drawings, Plans, and Specifications, and (z) the requirements, terms and conditions of this Agreement.

iii. Subject to and without limiting BCCK's rights under **Section 2.3v** below, BCCK has evaluated and satisfied itself (or prior to performing any portion of the Work shall evaluate and satisfy itself) as to the observable conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Job Site and surrounding areas (2) anticipated labor supply and costs, (3) availability and cost of materials, tools and equipment and (4) other similar issues. Subject to and without limiting BCCK's rights under **Section 2.3v** below, Linn shall not be required to make any adjustment in either the Contract Price or Target Completion Date in connection with any failure by BCCK to comply with the requirements of this **Section iii**.

iv. Subject to and without limiting BCCK's rights under **Section 2.3v** below, execution of this Agreement by BCCK is a representation that BCCK has visited the Job Site and become generally familiar with observable local conditions under which the Work is to be performed. BCCK has also investigated (or prior to performing any portion of the Work shall investigate) all physical aspects of the Job Site that are observable without additional subsurface investigation and has investigated the general suitability of conditions at the Job Site. BCCK accepts the Job Site in its "as is" condition. Any errors due to BCCK's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by BCCK without any additional cost to Linn, except as specified in item v below.

v. If BCCK encounters conditions at the Job Site that are not identified in or readily inferrable from the Geotechnical Report, but are (1) subsurface or otherwise concealed or not readily observable physical conditions, including, without limitation, any archaeologically significant materials or protected animals or wildlife or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities for projects similar to the Project, BCCK shall promptly provide notice to Linn before conditions are disturbed and in no event later than three (3) days after first observance of the conditions. If such conditions cause an increase or decrease in BCCK's cost of, or time required for, performance of any part of the Work, BCCK (with respect to an increase) and Linn (with respect to a decrease) shall be entitled to an equitable adjustment in the Contract Price or Target Completion Date, or both. Upon receipt of notice from BCCK, Linn will promptly investigate such conditions and BCCK and Linn shall negotiate in good faith to determine whether an adjustment(s) is appropriate, and if so, the amount of such adjustment(s) and to execute a Change Order evidencing the adjustment(s).

vi. BCCK shall supervise and direct the Work, using Industry Standards of care, skill and attention. BCCK shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures for safety precautions and programs (including fire prevention), and for coordinating all portions of the Work. In no event shall Linn have control over, be in charge of or have any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work. BCCK shall not be relieved of obligations to perform the Work in accordance with this Agreement and the Drawings, Plans, and Specifications on account of any tests, inspections or approvals required or performed by persons other than BCCK.

vii. BCCK shall provide quality control services with respect to the Work.

viii. Whenever equipment is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other standard, BCCK shall use reasonable efforts to present evidence from the manufacturer, certifying that the product complies with the particular standards or specification.

ix. BCCK shall enforce strict discipline and good order among the employees and other persons carrying out the Work. BCCK shall not permit employment of unfit persons or persons not properly skilled in the tasks assigned to them.

x. BCCK shall verbally report to Linn (with a written notice within 48 hours) as soon as practicable all accidents or occurrences resulting in injury or illness to persons or damage to property arising out of or during the course of the Work. BCCK shall give Linn a copy of all reports made by or available to BCCK of such accidents and occurrences, as well as copies of all statements and investigative material. The notice required by this section shall be given to, in addition to the standard persons for notice:

Chris Haynes,
EHS Senior Representative
CHaynes@LinnEnergy.com
phone: 405-241-2245

xi. BCCK's Personnel will be subject to Linn's policy prohibiting the use, possession, transportation, promotion or sale of alcohol, illegal drugs, contraband or weapons. BCCK's Personnel may be required by Linn to (a) undergo drug or alcohol testing, including the submission of urine or blood samples and (b) undergo searches of their persons and/or vehicles, to the extent legally permissible. Upon request of Linn, BCCK agrees to provide to Linn a copy of BCCK's drug testing program and evidence of compliance therewith.

xii. BCCK shall not pay any commissions or fees or grant any rebates or other remuneration to any employee, agent or officer of Linn.

xiii. BCCK and its Subcontractors shall not grant any rebates or other remuneration to each other in connection with any Work performed by BCCK for Linn on a time and materials basis, unless such rebate or remuneration is passed through to Linn.

xiv. BCCK shall comply with and give all notices necessary and incidental to the due and lawful prosecution of the Work, including, without limitation, those required by applicable Legal Requirements.

xv. BCCK, promptly after execution of this Agreement, shall prepare and submit for Linn's review and approval a construction schedule for the Work. The schedule shall not exceed the Target Completion Date, shall be revised weekly, shall be related to the entire Project, and shall provide for diligent, expeditious and practicable execution of the Work. The schedule shall include, among other things, (i) the material activities and critical dates (including the Milestones) consistent with Industry Standards; (ii) the expected starting and completion dates for each trade, (iii) the dates of Mechanical Completion and Successful Achievement of the Performance Specifications, and (iv) the date upon which the Work will be ready for operation by Linn.

xvi. BCCK shall prepare a weekly schedule summary report in a form and of sufficient detail and character as is consistent with Industry Standards. The report as a minimum shall specify whether the Project is on schedule, and if not, the reasons therefor and all steps BCCK is taking to recover its timely progress. BCCK shall hold weekly progress meetings (which shall be at the Job Site as necessary, but at least monthly, with other by video conference) or at such other time and frequency as are acceptable to Linn. Progress of the Work shall be reported in detail with reference to the construction schedule. Whenever it becomes apparent from the updated construction schedule (as adjusted for Excusable Delay) that any Milestone date may not be met, BCCK shall take any or all actions, including but not limited to the actions immediately following this paragraph, to return the Project to schedule, with no increase to the Contract Price or Target Completion Date. If BCCK fails to commence any of these actions within seventy-two (72) hours after receiving notice (excluding Saturdays and Sundays) from Linn, then Linn may (i) take action to attempt to return the Project to schedule and (ii) deduct the cost of such actions from the monies due or to become due to BCCK.

a. Increase construction manpower to substantially eliminate the back-log of work and return the Project to schedule;

b. Increase the number of working hours per shift, shifts per day or the amount of construction equipment or any combination of the foregoing which will substantially eliminate the back-log of work and return the Project to schedule; and/or

c. Reschedule activities to concurrently accomplish activities, to the maximum degree practicable.

xvii. BCCK shall maintain at the Job Site, and shall make available to Linn, one (1) record copy of the construction drawings (the "***Record Drawings***") in good order. The Record Drawings shall be prepared and updated during the prosecution of the Work. BCCK shall maintain the Record Drawings in good condition and shall mark the Record Drawings in a legible manner to show: (1) deviations from the construction drawings made during construction; (2) details in the Work not previously shown; (3) changes to existing conditions or existing conditions found to differ from those shown on any existing drawings; and (4) the actual installed position of all components of the Work, including, without limitation, equipment, piping, conduits, electric fixtures, circuiting, ducts, duct banks, foundations, underground piping, junction boxes, access panels, valves, control valves, drains, openings, and stub-outs. At the completion of the Work, BCCK shall deliver all Record Drawings to Linn. Final payment and any retainage shall not be due and owing to BCCK until the final Record Drawings marked by BCCK as required above are delivered to Linn.

xviii. BCCK shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the Job Site and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the Job Site shall be free from all debris, building materials and equipment likely to cause hazardous conditions.

xix. BCCK shall provide Linn with access to the Work in preparation and progress wherever located. Linn shall not unreasonably interfere with the progress or performance of the Work in the exercise of such access rights.

xx. BCCK shall (a) comply with all Environmental Laws, (b) handle, store, and utilize all Hazardous Substances originated or brought to the Job Site by BCCK or BCCK's Personnel or BCCK's Subcontractors in accordance with all Legal Requirements, (c) prevent such Hazardous Substances from being released on or about the Job Site, and (d) immediately notify Linn of each release of any Hazardous Substance on or about the Job Site. In no event shall BCCK have any responsibility or liability to Linn or others for any Hazardous Substances located at the Job Site on or prior to the Effective Date or now or hereafter released at the Job Site by Linn or others, except for releases knowingly caused by BCCK, any of BCCK's Personnel, or any of BCCK's Subcontractors.

xxi. BCCK will construct foundations based on the soil tests conducted by Linn and provided to BCCK. Based on such soil tests and the Geotechnical Report, BCCK shall design and construct foundations that are capable of supporting each portion of the Linn Chisholm Trail Cryogenic Gas Plant to be situated thereon, as applicable.

xxii. Installation and connection of the inlet and residue compressors being purchased by Linn, as further described in **Schedule "C"**.

xxiii. Installation, connection and testing of the high pressure and low pressure slug catchers, as further described in **Schedule "C"**.

xxiv. Construct, equip, and test the control building and control system, as further described in **Schedule "C"**.

xxv. Provide/obtain and pay for all utilities and utility connections used in connection with the Work, whether through temporary or permanent connections, including, without limitation, electric, gas, and other power, telecommunications (data and phone), water, waste water, and waste disposal, except that Linn will provide electric and water lines to the boundaries of the Job Site for use at the office trailers.

xxvi. Linn shall give BCCK reasonable prior notice of the date upon which Linn requests that BCCK start providing the Start-up Assistance.

xxvii. BCCK will use good faith efforts in Subcontractor bidding and negotiations to obtain Start-up Assistance from Subcontractors, including material suppliers.

3 Compensation, Invoicing and Payment

3.1 Compensation

Linn shall pay BCCK for the performance of the Work and the purchase of the Linn Chisholm Trail Cryogenic Gas Plant the Contract Price as stated and in accordance with the schedule of payments as listed below in this **Section 3.1**. Upon the occurrence of each of the Milestones as listed below, BCCK will invoice Linn and Linn will pay BCCK the amount indicated next to such Milestone in accordance with **Section 3.2** of this Agreement. Linn shall have no additional payment obligations under this Agreement unless otherwise specifically set forth in this Agreement or otherwise agreed to in writing.

Payment No.	Milestone	Percent of Contract Price	Invoice Amount Due	Estimated Date
1	Contract Execution	10%	$ 3,111,404.52	6/12/2017
2	Mobilization to the Job Site with all construction trailers fully set up and inhabitable.	10%	$ 3,111,404.52	7/12/2017
3	Ordering pipe rack structural steel materials for pipe rack fabrication	10%	$ 3,111,404.52	8/12/2017
4	Completion of pouring Major Equipment and compressor foundations (excludes futures)	10%	$ 3,111,404.52	10/12/2017
5	Installation of 100% of main pipe racks (structural steel)	10%	$ 3,111,404.52	11/25/2017
6	Setting of all Major Equipment on foundations	10%	$ 3,111,404.52	1/25/2018
7	Installation of 100% of in-rack piping in main pipe racks	10%	$ 3,111,404.52	2/25/2018
8	Setting of PDC building at the Job Site	10%	$ 3,111,404.52	3/25/2018
9	Termination of 100% of medium voltage motors	10%	$ 3,111,404.52	4/25/2018
10	Mechanical Completion	10%	$ 3,111,404.52	5/12/2018
	TOTAL	**100%**	**$ 31,114,045.20**	

The parties agree that Milestone payment number one (1) shall be reduced by $750,000 to reflect the amount already paid to BCCK by Linn for certain Work performed prior to the Effective Date.

3.2 Invoicing and Payment

BCCK will submit to Linn an invoice for each Milestone as it is achieved in accordance with **Section 3.1**, but not more often than once per calendar month other than the retainage payment. Each invoice shall be accompanied by (i) certification by the Project Manager and an officer of BCCK that the Milestone described in the invoice has been achieved in accordance with this Agreement and the Drawings, Plans, and Specifications, (ii) conditional M&M lien waivers in the form attached to this Agreement as **Schedule "G"** from BCCK and each Major Subcontractor for the Work performed through such Milestone, (iii) unconditional M&M lien waivers in the form attached to this Agreement as **Schedule "H"** from BCCK and each Major Subcontractor for prior Work for which payment has been made by Linn, and (iv) with respect to prior Work for which payment has previously been made by Linn, an all paid bills affidavit with indemnity in form attached to this Agreement as **Schedule "I"**. Invoices shall be sent in accordance with the invoicing address instructions in **Article 23**.

Linn shall pay BCCK the amount due as shown on the invoice less ten percent (10%) retainage. Payments shall be due within thirty (30) days of Linn's receipt of the invoice (and all back-up and other information required to be submitted to Linn for payment of invoices), with the exception of (i) Milestone payment number one (1), which will be due at contract execution and (ii) Milestone payment number ten (10) which shall be due on the sixty-first (61st) day after BCCK gives Linn notice of Mechanical Completion of the Linn Chisholm Trail Cryogenic Gas Plant pursuant to **Section 5.1iii**, if Linn exercised its review extension right under **Section 5.1iv** and has not completed its inspection by such sixty-first (61st) day. Retainage shall be paid within thirty (30) days after completion of the Work including all punch-list items, and delivery of all drawings, manuals, warranties, and other materials required to be delivered by BCCK to Linn under this Agreement, as agreed to by the parties. Payment by Linn to BCCK may be made by direct deposit into BCCK's designated bank account.

If Linn fails to pay any invoice or other sum when due to BCCK, Linn shall also pay to BCCK interest thereon from the due date of the payment to the date of payment at a rate equal to the then existing Prime Rate plus two percent (2%) per annum (not to exceed the maximum rate of interest allowed by applicable Legal Requirements).

If Linn fails to pay an invoice due to BCCK within fifteen (15) days of receipt of written notice from BCCK of late payment of an invoice, BCCK shall have the right to suspend any and all Work with regard to this Agreement until such invoice is paid. Should BCCK suspend work according to this **Section 3.2**, any costs required to remobilize fabrication and/or construction will be charged as Extra Work at the rates provided in **Schedule "B"**.

Upon receipt by BCCK of the final retainage payment, BCCK shall (i) execute and deliver to Linn an unconditional release and waiver of M&M liens in form attached as **Schedule "H"** to release any right of BCCK to claim mechanical or material man liens and (ii) to the extent not previously delivered, deliver to Linn an unconditional release and waiver of M&M liens in form attached as **Schedule "H"** from all Major Subcontractors to release any right of a Major Subcontractor to claim mechanical or material man liens.

3.3 Extra Work and Change Orders

During the term of this Agreement Linn may request changes in the Work in accordance with **Article 21**. The cost of changes will be invoiced in accordance with the procedures of **Section 3.2** (X) fifty percent (50%) upon the signing of a Change Order or the issuance of a Change Directive and (Y) the remaining fifty percent (50%) upon completion of such extra work. All changes will be subject to the provisions of **Article 21** "Changes in Scope" of this Agreement. BCCK and its Subcontractors shall maintain a complete, true and correct set of detailed records pertaining to the Work and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles consistently applied. BCCK and its Subcontractors shall retain auditable books and records (including, but not limited to correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, invoices, and other data) for the Work for a period of not less than three (3) years after Successful Achievement of the Performance Specifications. During the three (3) year period, Linn and its representatives, consultants, and accountants may, from time to time upon request, review and audit any and all records and books of BCCK and any of its Subcontractors relating to any Work performed on a time and materials basis. BCCK and its Subcontractors shall respond in writing within sixty (60) days to all issues identified in any such review or audit by Linn or representatives of Linn. BCCK or its Subcontractors and Linn shall work to expeditiously resolve all identified issues. For avoidance of doubt, Linn shall have no right to audit or inspect any records of BCCK or its Subcontractors with respect to Work performed on a lump sum or fixed price basis.

4 Duration of Agreement

The term of this Agreement will begin with the Effective Date and end upon completion of the Work, BCCK's completion of all other obligations required under this Agreement other than warranty obligations, and receipt by BCCK of full payment of all sums due BCCK from Linn, or when terminated by either party in accordance with other provisions of this Agreement, whichever shall first occur.

Certain designated provisions of this Agreement will survive the completion of the Agreement including, but not limited to **Article 11** "Indemnities", **Article 12** "Title", **Article 18** "Limited Warranty", and **Article 20** "Patents, Trade Secrets, and Confidential Information", whether the termination is due to completion of the Work or for other cause.

5 Inspection and Acceptance

Linn and its authorized representative(s) shall have the right at all times during the progress of Work, but not the obligation, to examine, inspect, or witness any portion of or all Work and materials furnished by BCCK hereunder. If any portion of the Work or any materials furnished by BCCK are defective or do not conform to this Agreement or the Drawings, Plans, and Specifications, then BCCK shall, at BCCK's expense, immediately repair or replace such defective portion of the Work or materials. However, no inspection and no expressed, implied or tacit approval by Linn's authorized representative of BCCK's performance or any portion of the Work shall constitute Mechanical Completion thereof by BCCK nor shall it constitute Successful Achievement of the Performance Specifications thereof by BCCK nor shall it relieve BCCK of its obligations under this Agreement, including its obligations under **Article 18** entitled "Limited Warranty". BCCK shall cooperate fully with Linn in all inspections under this **Article 5**. Linn shall not unreasonably interfere with the progress or performance of the Work in the exercise of its rights under this **Article 5**.

5.1 Mechanical Completion

Pursuant to clause iii below, BCCK shall give Linn written notice when BCCK believes that Mechanical Completion of the Linn Chisholm Trail Cryogenic Gas Plant is accomplished. Mechanical Completion of the Linn Chisholm Trail Cryogenic Gas Plant shall occur pursuant to the following procedures:

i. BCCK has completed all construction and installation activities including the Mechanical Integrity Testing of the Linn Chisholm Trail Cryogenic Gas Plant. The construction of the Linn Chisholm Trail Cryogenic Gas Plant is complete in accordance with the Drawings, Plans, and Specifications, applicable Legal Requirements, and Industry Standards, the Operating Manuals have been issued, and the Linn Chisholm Trail Cryogenic Gas Plant is ready for operation.

ii. All inspections required by state, federal or local regulatory agencies with respect to the Work shall have been performed. BCCK shall arrange and pay for such inspections (other than the Operational Permit from ODEQ which is to be obtained by Linn). Any required inspections shall be completed prior to BCCK issuing Notice of Mechanical Completion.

iii. Upon completion of the activities described in **Section 5.1i** and **ii**, BCCK will issue a notice of Mechanical Completion stating that the Linn Chisholm Trail Cryogenic Gas Plant is complete and ready to begin final Commissioning activities.

iv. Linn shall complete any physical inspections, if required, within ten (10) Days of receipt of BCCK's Notice of Mechanical Completion, or the Linn Chisholm Trail Cryogenic Gas Plant shall be deemed to be Mechanical Complete on the eleventh (11th) Day after Linn's receipt of such Notice; provided that Linn may notify BCCK that Linn needs additional time to complete its inspections and the ten (10) day period shall be extended as

reasonably needed for Linn to complete the inspections and issue its response to BCCK. This date shall be known as the Mechanical Completion Date. If Linn advises BCCK of any Work to be completed or redone for any part of the Linn Chisholm Trail Cryogenic Gas Plant or that any other requirements for Mechanical Completion are insufficient, then, after the repairs (or other requirements) are complete, BCCK will again give a notice of Mechanical Completion under clause iii above and subject to Linn's inspection rights under this clause iv..

Except as otherwise provided herein; Linn shall take possession of the Linn Chisholm Trail Cryogenic Gas Plant on the Mechanical Completion Date. At this point in time, BCCK shall no longer have responsibility for the care, custody, supervision and control of the Linn Chisholm Trail Cryogenic Gas Plant and any and all persons or property in the Linn Chisholm Trail Cryogenic Gas Plant, except for BCCK's Personnel. However, BCCK shall keep its liability and worker's compensation insurance in effect while BCCK's Personnel are on the Job Site. Natural gas will not be introduced into the Linn Chisholm Trail Cryogenic Gas Plant for the purpose of initiating plant start-up (but can be introduced for initial Commissioning) until Mechanical Completion is achieved and Notice of Mechanical Completion has been issued by BCCK.

5.2 Successful Achievement of the Performance Specifications

Successful Achievement of the Performance Specifications of the Linn Chisholm Trail Cryogenic Gas Plant shall occur pursuant to the following procedures:

i. The Mechanical Completion Date has occurred and all construction is complete except for minor punch-list items which BCCK shall complete within sixty (60) days after the date of Successful Achievement of the Performance Specifications.

ii. BCCK shall have furnished to Linn (a) written notice that BCCK believes that the Linn Chisholm Trail Cryogenic Gas Plant is operating to the **Schedule "D"** Specifications, (b) an unconditional release and waiver of M&M liens in the form attached to this Agreement as **Schedule "H"** from BCCK for prior Work for which payment has been made by Linn, (c) an all bills paid affidavit in form attached to this Agreement as **Schedule "I"** with respect to BCCK's Subcontractors, (d) a copy of all licenses and permits for the Work required to be obtained by BCCK, (e) a copy of all manufacturer's warranties and manuals and other information for the equipment (including the Procured Equipment, but not the equipment otherwise provided by Linn) installed at the Linn Chisholm Trail Cryogenic Gas Plant, and (f) unless included on the punch-list, the Record Drawings, the As-Built Drawings, the Operating Manual, and the Job Book. If any Subcontractor connected with the Project refuses to furnish such release of liens, BCCK may furnish Linn with a bond duly issued by a bonding company authorized to do business in the State of Oklahoma in a form sufficient under Oklahoma law (or other security acceptable to Linn) indemnifying Linn against any such lien, which bond or other security shall remain in full force and effect until such lien is discharged of record or otherwise satisfied, or in the case of a mechanical lien can no longer be obtained.

iii. After completion of the activities described in **Section 5.2i** and **ii**, Linn shall give BCCK written notice of whether the Linn Chisholm Trail Cryogenic Gas Plant is operating to the **Schedule "D"** Specifications. If Linn advises BCCK of any Work to be completed or redone for any part of the Linn Chisholm Trail Cryogenic Gas Plant or that any other requirements for the Linn Chisholm Trail Cryogenic Gas Plant to operate to the **Schedule "D"** Specifications are insufficient, then, after the repairs (or other requirements) are complete, BCCK will again give a notice of BCCK's belief that the Linn Chisholm Trail Cryogenic Gas Plant is operating to the **Schedule "D"** Specifications under clause ii above subject to Linn's inspection rights under this clause iii. BCCK shall have the right to have the Linn Chisholm Trail Cryogenic Gas Plant shut down for a reasonable amount of time to complete such repairs (or requirements).

iv. In connection with Linn's determination of whether Successful Achievement of the Performance Specifications has occurred, it shall prepare a punch-list of items that still need to be completed. Linn shall provide a copy of the punch-list to BCCK, which shall agree to complete the punch-list within sixty (60) days as a condition precedent to Successful Achievement of the Performance Specifications.

v. If due to Owner Delay the **Schedule "D"** performance testing is not conducted within ninety (90) days after the Mechanical Completion Date, then, Successful Achievement of the Performance Specifications of the Linn Chisholm Trail Cryogenic Gas Plant shall be deemed to have occurred on the ninety-first (91st) day after the Mechanical Completion Date. Additionally, if due to Force Majeure the **Schedule "D"** performance testing is not conducted within one-hundred eighty (180) days after the Mechanical Completion Date, then, Successful Achievement of the Performance Specifications of the Linn Chisholm Trail Cryogenic Gas Plant shall be deemed to have occurred on the one-hundred eighty-first (181st) day after the Mechanical Completion Date.

vi. Upon BCCKs completion of the punch-list work, BCCK shall (A) execute and deliver to Linn a conditional release and waiver of M&M liens in the form attached to this Agreement as **Schedule "G"** to release any right of BCCK to claim mechanical liens and (B) to the extent not previously delivered, deliver to Linn a conditional release and waiver of M&M liens in form attached as **Schedule "G"** from all Major Subcontractors to release any right of a Major Subcontractor to claim mechanical or material man liens.

6 Taxes

Sales and other taxes have not been included in the Contract Price. Linn will be responsible for Oklahoma gross receipts, compensating, and property taxes reasonably related to and incurred by BCCK as a result of performance of the services described in this Agreement; subject to the requirements of this **Article 6**. Linn shall not be responsible for federal or Oklahoma income or withholding tax assessed on BCCK or others or for Texas or other states' taxes levied on the income of BCCK or others.

BCCK shall, and shall cause BCCK's Affiliates to, use their respective re-seller's certificate (or similar certificate) when purchasing any and all equipment, supplies, and other taxable items for the Linn Chisholm Trail Cryogenic Gas Plant, so that BCCK and BCCK's Affiliates shall not pay any sales, use, or other similar tax for which Linn would be responsible to reimburse BCCK under this Agreement to the extent such re-seller's certificate permits such equipment, supplies or other items to be exempt for sales or other taxes under applicable Legal Requirements. Linn has applied for and will provide to BCCK upon receipt a manufacturer's certificate for Oklahoma, and BCCK shall not charge or invoice Linn for any taxes with respect to any equipment, supplies, or other items that are exempt from taxation under the manufacturer's certificate. Subject to the previous provisions of this **Article 6** Linn will reimburse BCCK, with each invoice, for any sales, use, and property taxes now or hereafter imposed by any governmental body or agency upon the Linn Chisholm Trail Cryogenic Gas Plant related to the possession, operation, use or purchases of equipment, supplies or materials hereunder that are paid by BCCK that are not subject to Linn's manufacturer's certificate or exempt from sales, use or other taxes by virtue of BCCK's reseller's certificate. BCCK will remit tax payments to the applicable governmental bodies or agencies having jurisdiction over such taxes on Linn's behalf and reconcile the tax account at the end of the Project. Balancing of this account will be based on actual tax liability and any shortfalls in tax liability shall be paid by Linn. Any amounts Linn submits in excess of the tax liability BCCK pays to the applicable governmental bodies or agencies will be remitted to Linn by BCCK.

7 Maintenance and Repair

Except as otherwise provided herein to achieve Successful Achievement of the Performance Specifications, provide Start-up Assistance, and provide the Limited Warranty, BCCK shall not have any obligation after Mechanical Completion of the Linn Chisholm Trail Cryogenic Gas Plant to Linn to test, adjust, maintain, repair, or service the Linn Chisholm Trail Cryogenic Gas Plant under this Agreement, other than the assistance with performance testing pursuant to **Schedule "D"**. After such Mechanical Completion, Linn, at its own cost and expense will:

i. Pay all charges in connection with the start-up, including third party technicians, other than Start-up Assistance provided by BCCK per **Schedule "C"** of this Agreement, and operation of the Linn Chisholm Trail Cryogenic Gas Plant;

ii. Provide any required metering for custody transfer and any associated line taps, as may be required to deliver the NGL's to market;

iii. Make all repairs and replacements necessary to maintain, preserve, and keep the Linn Chisholm Trail Cryogenic Gas Plant in good operating condition and working order and pay for ordinary maintenance and for consumable replacement parts as well as replace any equipment or parts which fail due to lack of maintenance or negligence of Linn;

iv. If within the warranty period, secure the written consent of BCCK prior to making any alterations, additions, or improvements to the Linn Chisholm Trail Cryogenic Gas Plant that would reasonably be expected to have a material adverse effect as to performance of the Linn Chisholm Trail Cryogenic Gas Plant within the limited warranty period provided for in **Article 18** of this Agreement. BCCK's sole remedy for failure of Linn to secure such consent shall be termination of such limited warranty insofar only as any such alterations, additions or improvements have a material adverse effect on the performance of the Linn Chisholm Trail Cryogenic Gas Plant as built or thereafter modified by BCCK. Any request by Linn for such written consent shall be promptly considered by BCCK within five (5) days, and such written consent shall be withheld only if such proposed alterations, additions or improvements will have a material adverse effect on the performance or safe operation of the Linn Chisholm Trail Cryogenic Gas Plant as built or thereafter modified by BCCK within the warranty period. Failure by BCCK to notify Linn in writing whether consent is given or withheld within such five (5) day period, shall be deemed to be consent by BCCK.

8 Care and Use

During the Construction Phase, it shall be Linn's responsibility to maintain all perimeter fencing and during non-construction hours security devices and security personnel as shall be necessary to restrict access to the Job Site and to prohibit non-authorized persons from having access to all or any portion of the Job Site. As agreed by the parties, it shall be BCCK's responsibility for security personnel and to prohibit non-authorized persons from having access to all or any portion of the Job Site during construction hours. During the Construction Phase, BCCK shall be responsible for noise abatement, Project health and safety, and containment procedures as shall be necessary to prevent a nuisance, damage or injury to adjacent property owners, BCCK's or Linn's agents, employees, invitees or Subcontractors or any environmental hazard or pollution risk.

9 Insurance

9.1 Bonds

Within fourteen (14) days after the Effective Date, BCCK shall provide to Linn a payment and performance bond in an amount determined by Linn (and communicated to BCCK within seven (7) days after the Effective Date) guaranteeing to Linn the timely payment of all Subcontractors and the timely performance by BCCK of all of its obligations under this Agreement. The cost of this payment and performance bond is not included in the Contract Price and BCCK's cost therefor will be added to the Contract Price by Change Order once the cost is determined. Notwithstanding anything to the contrary contained in this Agreement Linn's obligation to pay BCCK is subject to the requirements, if any, of the bond and the bonding company with respect to payments.

9.2 Insurance by BCCK

BCCK shall at all times during the term in which this Agreement is in force and effect, maintain and pay for insurance, and shall require all Subcontractors who perform Work on the Job Site to maintain and pay for insurance, of the type and limits as set forth in this **Section 9.1**. The insurance may be provided in one or more policies, primary and excess, including an umbrella or catastrophe form that may include the coverage, or layer thereof, of the insurance as required herein of not less than $20,000,000 in aggregate.

i. Comprehensive General Liability Insurance providing coverage for BCCK, its Subcontractors, and their respective servants, agents or employees against damages arising from bodily injury (including death), and claims for property damage which may arise directly, or indirectly, out of the operations of BCCK, its Subcontractors, servants, agents or employees under this Agreement. Such insurance shall be for an amount that shall be not less than $1,000,000 per occurrence and $2,000,000 general aggregate.

ii. This insurance shall cover all liability arising out of products, whether manufactured or supplied by BCCK or any of its Subcontractors for a period of twelve (12) months after the Mechanical Completion Date.

iii. Automobile Liability Insurance on all licensed vehicles owned, hired by, or leased to, BCCK or any of its Subcontractors covering BCCK and its Subcontractors against damages arising from bodily injury (including death), including non-owned automobile liability and covering claims for property damage arising out of their use in the operations of BCCK, its Subcontractors, and their respective servants, agents or employees under this Agreement. Such insurance shall be for an amount that shall not be less than $1,000,000 combined single limit.

iv. Workers Compensation Insurance as required by the statutory limits of the worker’s compensation laws of the State of Oklahoma (but even if not carrying workers compensation insurance is acceptable, it must be carried). Such coverage shall also include employers’ liability coverage for not less than $1,000,000 Each Bodily Injury by Accident / $1,000,000 Policy Limit for Bodily Injury by Disease / $1,000,000 Each Employee Bodily Injury by Disease.

v. BCCK shall require all Subcontractors who employ Oklahoma residents and perform Work in Oklahoma to carry Workers Compensation Insurance as required by the statutory limits of the worker’s compensation laws of the State of Oklahoma. Such coverage shall also include employers’ liability coverage for not less than $1,000,000 combined single limit, and Excess Liability Insurance in the amount of $20,000,000. BCCK shall secure Certificates of Insurance from Subcontractors performing work and keep these certificates on file. BCCK shall have no further responsibility as to Subcontractors.

vi. BCCK will provide Excess Liability Insurance in amount of $20,000,000 to provide additional liability in the excess of the underlying limits shown above in paragraph's (i) through (v) above in this **Section 9.2**.

All insurance which BCCK or a Subcontractor is required to carry pursuant to the terms of this Agreement shall name Linn as an additional insured with respect to liability arising out of BCCK's performance under this Agreement, which additional insured endorsement shall not exclude or restrict coverage based upon any act or omission or alleged or actual negligence of the additional insured and shall provide that the coverage may not be canceled, lapsed, or materially changed in any way without the insurer giving at least thirty (30) days prior written notice to Linn. Within fourteen (14) days after the Effective Date and before commencing any Work, BCCK shall provide Linn with Certificates of Insurance evidencing the insurance required to be carried by BCCK under this Agreement.

Pursuant to the Equipment Supply Agreement BCCK shall insure for its full replacement cost, whether directly or through Subcontractors, all Procured Equipment (i.e., Linn Chisholm Trail Cryogenic Gas Plant) during fabrication and assembly by Subcontractors in designated fabrication yards and during their transport to the Job Site.

BCCK may take out additional insurance that BCCK considers necessary, or desirable. Such additional insurance shall be at no expense to Linn.

9.3 Builder's All Risk Insurance

Linn shall provide and maintain Builder's All Risk Insurance in the amount of not less than replacement cost, naming BCCK an additional insured, covering all claims for damages, equipment, construction materials and other property located at the Job Site at off-site storage, and in transit (except for the Procured Equipment during its fabrication and transportation to the Job Site which shall be insured by BCCK under the Equipment Supply Agreement), including without limitation, damages caused by Acts of God, theft, floods, (or other weather events), vandalism, and malicious mischief, occurring during the Construction Phase. Linn shall have responsibility for obtaining property insurance covering the Linn Chisholm Trail Cryogenic Gas Plant after Mechanical Completion.

9.4 Insurance by Linn

Linn agrees, at its own cost and expense, to provide and maintain comprehensive general liability insurance coverage providing coverage for Linn and its contractors (excluding BCCK and BCCK's Subcontractors), servants, agents or employees against damages arising from bodily injury (including death), and claims for property damage which may arise directly, or indirectly, out of the operations of Linn, its contractors (excluding BCCK) servants, agents or

employees at the Job Site in an amount of not less than ($10,000,000) in aggregate. The insurance policy shall name BCCK as an additional insured and shall provide that the coverage may not be canceled, lapsed, or materially changed in any way without the insurer giving at least thirty (30) days prior written notice to BCCK. Within fourteen (14) days after the Effective Date and before commencing any Work, Linn shall deliver to BCCK Certificates of Insurance evidencing the insurance required to be carried by Linn under this Agreement.

10 Risk of Loss

In the event of loss or damage to the Linn Chisholm Trail Cryogenic Gas Plant or any component thereof or to any other portion of the Work during the Construction Phase, BCCK shall pay the cost and expense of replacing the loss or repairing the damage, including, without limitation, all materials, equipment, supplies, and maintenance equipment (including temporary materials, equipment, and supplies) which are purchased for permanent installation in or for use during construction of the Linn Chisholm Trail Cryogenic Gas Plant and supplied or owned by BCCK or a BCCK Subcontractor. Unless otherwise provided in this Agreement, BCCK shall bear this responsibility during the Construction Phase or during any extended period of coverage if agreed in writing with Linn. If insurance proceeds are paid under BCCK's policies or under the Builder's Risk Policy to Linn and not to BCCK with respect to any such loss or damage, so long as BCCK is not in default under this Agreement, Linn shall arrange for such proceeds (except for those applicable to Linn's equipment other than the Procured Equipment) to be paid to BCCK as repair or replacement work is performed by BCCK to the reasonable satisfaction of Linn. So long as BCCK is not in default under this Agreement, Linn shall pay the Builder's Risk policy deductible to BCCK as repair or replacement work is performed by BCCK to the reasonable satisfaction of Linn.

11 Indemnities

11.1 Definitions

"***BCCK Indemnitees***" means BCCK, and its officers, directors, and BCCK's Personnel including BCCK's Personnel determined to be the borrowed or statutory employee of any member of the BCCK Indemnitees.

"***Claim***" or "***Claims***" means all claims, damages, liabilities, losses, demands, liens, encumbrances, fines, penalties, causes of action of any kind, obligations, costs, judgments, interest and awards (including payment of attorneys' fees and costs of litigation and investigation costs) or amounts, of any kind or character including consequential damages but excepting punitive or exemplary damages, whether under judicial proceedings, administrative proceedings or otherwise arising in connection with this Agreement or the performance of the Work under this Agreement. This includes property damage, pollution, and personal injury of any kind, including bodily injury, personal injury, illness, disease, maintenance, cure, loss of parental or spousal consortium, wrongful death, loss of support, death, and wrongful termination of employment.

"***Linn Indemnitees***" means Linn, its co-venturers, if any, and its and their officers, directors, and Linn's Personnel.

"***Regardless of Fault***" means **WITHOUT REGARD TO THE CAUSE OR CAUSES OF ANY CLAIM, INCLUDING A CLAIM CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, STRICT LIABILITY, OR OTHER FAULT OF LINN INDEMNITEES, BCCK INDEMNITEES, INVITEES, OR THIRD PARTIES, AND WHETHER CAUSED BY A PRE-EXISTING CONDITION OR BY THE INDEMNITEE'S OWN NEGLIGENCE.**

"***Third Party Claimant***" means any individual or entity other than BCCK's Personnel and Linn's Personnel.

11.2 General

The indemnity obligations under this Agreement are effective to the maximum extent permitted by Legal Requirements. If a Legal Requirement is applied in a jurisdiction which prohibits or limits a party's ability to indemnify the other, then that party's liability shall exist to the full extent allowed by the Legal Requirements of the relevant jurisdiction.

In the event either party fails to furnish a defense and indemnity as provided for herein, the other party shall be entitled to receive from the offending party, in addition to its attorneys' fees, costs, expenses and any amounts paid in judgment or settlement, all costs, expenses, and attorneys' fees incurred in the enforcement of this Agreement under **Article 27** "MISCELLANEOUS".

Each party will promptly notify the other party after receipt of any Claim for which it may seek indemnification. Each party also shall immediately notify the other of any occurrence in which physical injury occurs and to complete and provide the other party with an accident report for each such occurrence.

11.3 Indemnities for Personnel

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE OTHER PROVISIONS OF THIS AGREEMENT, BCCK AGREES TO DEFEND, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE LINN INDEMNITEES AGAINST CLAIMS ARISING IN CONNECTION WITH BODILY INJURY TO OR DEATH OF BCCK'S PERSONNEL ARISING IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF FAULT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE OTHER PROVISIONS OF THIS AGREEMENT, LINN AGREES TO DEFEND, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE BCCK INDEMNITEES AGAINST CLAIMS ARISING IN CONNECTION WITH BODILY INJURY TO OR DEATH OF LINN'S PERSONNEL ARISING IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF FAULT.

11.4 Indemnities for Third Parties

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE OTHER PROVISIONS OF THIS AGREEMENT, BCCK AGREES TO DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS THE LINN INDEMNITEES FROM AND AGAINST CLAIMS BY OR IN FAVOR OF OR INCURRED BY OR SUSTAINED BY ANY THIRD PARTY CLAIMANT TO THE EXTENT SUCH CLAIM IS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF BCCK'S PERSONNEL.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE OTHER PROVISIONS OF THIS AGREEMENT, LINN AGREES TO DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS THE BCCK INDEMNITEES FROM AND AGAINST CLAIMS BY OR IN FAVOR OF OR INCURRED BY OR SUSTAINED BY ANY THIRD PARTY CLAIMANT TO THE EXTENT SUCH CLAIM IS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF LINN'S PERSONNEL.

11.5 Indemnities for Personal Property

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE OTHER PROVISIONS OF THIS AGREEMENT, BCCK AGREES TO DEFEND, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE LINN INDEMNITEES AGAINST CLAIMS ARISING IN CONNECTION WITH DAMAGE TO PERSONAL PROPERTY TO THE EXTENT ARISING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF BCCK'S PERSONNEL.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE OTHER PROVISIONS OF THIS AGREEMENT, LINN AGREES TO DEFEND, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE BCCK INDEMNITEES AGAINST CLAIMS ARISING IN CONNECTION WITH DAMAGE TO PERSONAL PROPERTY TO THE EXTENT ARISING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF LINN'S PERSONNEL.

11.6 Intellectual Property Indemnity

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE OTHER PROVISIONS OF THIS AGREEMENT, BCCK AGREES TO DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS THE LINN INDEMNITEES FROM CLAIMS OF ANY PERSON OR ENTITY ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF COPYRIGHTS, TRADE SECRETS, OR PATENTS, OR MISAPPROPRIATION OF TRADE SECRETS OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING UNDER ANY APPLICABLE LEGAL REQUIREMENTS WITH RESPECT TO THE WORK, SERVICES, EQUIPMENT, METHODS, OR PROCESSES FURNISHED OR DIRECTED BY BCCK'S PERSONNEL.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE OTHER PROVISIONS OF THIS AGREEMENT, LINN AGREES TO DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS THE BCCK INDEMNITEES FROM CLAIMS OF ANY PERSON OR ENTITY ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF COPYRIGHTS, TRADE SECRETS, OR PATENTS, OR MISAPPROPRIATION OF TRADE SECRETS OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING UNDER ANY APPLICABLE LEGAL REQUIREMENTS WITH RESPECT TO THE WORK, SERVICES, EQUIPMENT, METHODS, OR PROCESSES FURNISHED OR DIRECTED BY LINN'S PERSONNEL.

11.7 BCCK General Indemnity

SUBJECT TO SECTION 11.3, BCCK SHALL DEFEND, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE LINN INDEMNITEES, FROM AND AGAINST ANY CLAIMS ARISING FROM THE FOLLOWING MATTERS, REGARDLESS OF FAULT:

i. **THE FAILURE OF BCCK OR ANY OF BCCK'S PERSONNEL TO FULLY COMPLY WITH ALL LEGAL REQUIREMENTS APPLICABLE TO (X) THE LINN CHISHOLM TRAIL CRYOGENIC GAS PLANT DURING THE CONSTRUCTION PHASE, (Y) THEIR PERFORMANCE UNDER THIS AGREEMENT, AND (Z) THE PROTECTION OF THE ENVIRONMENT;**

ii. **THE PRESENCE OF HAZARDOUS SUBSTANCES AT, ON, IN, UNDER OR ABOUT THE JOB SITE AND THE LAY DOWN AREAS TO THE EXTENT THE SAME WERE BROUGHT THERETO BY BCCK OR BCCK'S PERSONNEL, AND THE RELEASE OF ANY HAZARDOUS SUBSTANCES KNOWINGLY CAUSED BY BCCK OR BCCK'S PERSONNEL.**

12 Title; Personal Property; Encumbrances; Location

BCCK warrants good title to all materials, equipment, and supplies furnished by it, its Subcontractors, and/or vendors that become part of the Linn Chisholm Trail Cryogenic Gas Plant and that all such materials, equipment and supplies will be new. Title to the Procured Equipment shall transfer in accordance with the Equipment Supply Agreement. Title to all other materials, equipment and supplies shall be automatically transferred to Linn when Linn pays therefor or, if applicable, in the event of a Termination for Cause, whichever occurs first. BCCK shall retain care and custody of materials, equipment, and supplies for which title has not been transferred to Linn and exercise due care with respect thereto until transfer of title to Linn as provided in this Agreement. Said transfer of title shall in no way affect Linn's rights or BCCK's obligations as set forth in any

other provision of this Agreement. BCCK shall sign over to Linn all certificates of title, manufacturer's certificates, and other evidences of title promptly when title to each item (including the Procured Equipment) is transferred to Linn. Transfer of ownership (including the signing and filing as applicable by BCCK) for all prior materials, equipment, and supplies paid for by Linn shall be a condition precedent to all subsequent payments to BCCK.

BCCK is the owner of all drawings, documents, engineering calculations and other data furnished by BCCK or that BCCK causes to be furnished by others in performing the Work ("***BCCK Work Product***"). BCCK hereby grants and conveys to Linn a fully paid, perpetual, non-cancellable and non-terminable right and license to use all BCCK Work Product for use by Linn for any purpose relating to the Linn Chisholm Trail Cryogenic Gas Plant, including the operation, maintenance and repair thereof. Should Linn make physical alterations to the Linn Chisholm Trail Cryogenic Gas Plant other than normal operational set point changes and maintenance, without the prior written consent of BCCK, and if such alteration is determined to have a material adverse effect on the performance of the Linn Chisholm Trail Cryogenic Gas Plant, the warranty or guaranty provided by BCCK within this Agreement will be inapplicable to such adversely affected performance.

On the Mechanical Completion Date, Linn shall take complete possession and control of the Linn Chisholm Trail Cryogenic Gas Plant and assume responsibility for the daily operation of the Linn Chisholm Trail Cryogenic Gas Plant.

13 Licenses; Permits

BCCK and BCCK's employees and Subcontractors shall remain licensed to perform all services hereunder for which a license is required and shall provide Linn with a copy of such licenses at Linn's request or as otherwise required in this Agreement. Linn shall not be responsible for the costs of maintaining licensure. BCCK shall obtain all licenses and permits required for construction and Mechanical Integrity Testing of the Linn Chisholm Trail Cryogenic Gas Plant, including any transportation or road use permits. In some cases, these permits or licenses may be required to be in the name of Linn. In such circumstances, BCCK shall notify Linn and assist Linn in acquiring such license or permit. Notwithstanding the foregoing, BCCK is not responsible for any permit required by ODEQ.

14 Compliance with Law

Linn as operator of the Linn Chisholm Trail Cryogenic Gas Plant shall, at its sole expense, comply fully with all existing Legal Requirements applicable to Linn's operation of the Linn Chisholm Trail Cryogenic Gas Plant and Linn's performance under this Agreement, including the securing of all applicable permits and access easements as required for the operations of the Linn Chisholm Trail Cryogenic Gas Plant, except only those applicable to BCCK, its Subcontractors and BCCK's Personnel or otherwise expressly identified as the responsibility of BCCK under this Agreement. BCCK shall comply with all Legal Requirements that may be applicable to BCCK's profession and to the Work to be performed under this Agreement. Furthermore, while at Linn's premises, BCCK shall ensure that its employees and those of its Subcontractors shall at all times comply with BCCK's reasonable safety and security rules.

15 Limitations of Liability and Liquidated Damages and Bonus

IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY FOR LOSS OF PRODUCT, LOSS OF REVENUES, PROFITS OR INCOME, OR FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHETHER SUCH DAMAGES ARE CLAIMED UNDER BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, OR ANY OTHER CAUSE OF ACTION IN LAW OR IN EQUITY, EXCEPT IN THE EVENT OF THE FIRST PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND EXCEPT FOR LIQUIDATED DAMAGES AS SET FORTH IN THIS SECTION 15.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, BUT EXCLUDING LIABILITY OF BCCK UNDER SECTIONS 11.3 AND 11.6 OF THIS AGREEMENT AND SECTION 9.3 OF THE EQUIPMENT SUPPLY AGREEMENT, BCCK'S MAXIMUM AGGREGATE LIABILITY TO LINN ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE EQUIPMENT SUPPLY AGREEMENT AND THE EQUIPMENT AND ANY WORK PROVIDED IN CONNECTION WITH THE JOB SITE OR THE PROJECT, AND THE PERFORMANCE, NONPERFORMANCE AND/OR DEFECTIVE PERFORMANCE HEREUNDER OR UNDER THE EQUIPMENT SUPPLY AGREEMENT WITH RESPECT THERETO SHALL NOT EXCEED THE MAXIMUM LIABILITY AMOUNT, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR WARRANTY OBLIGATIONS, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), AND BREACH OF CONTRACT (INCLUDING ANY BREACH RESULTING IN TERMINATION), LEGAL COSTS AND ATTORNEY'S FEES, AND ANY AND ALL OTHER LIABILITIES BASED ON ANY LEGAL OR EQUITABLE THEORY OR BASIS OF RECOVERY.

Since actual delay damages would be difficult or impossible to calculate due to the nature and complexity of the Work, the Parties agree that if BCCK shall fail to cause the Mechanical Completion Date to occur on or before the Target Completion Date as adjusted for Excusable Delay pursuant to the terms of this Agreement, then BCCK shall pay Linn as liquidated damages (and not as a penalty) a sum as specified in the table below for each day after the Target Completion Date until the occurrence of the Mechanical Completion Date.

Number of Days Late	Per Diem Amount of Liquidated Damages
1-10 calendar days late	$0 per day
11-30 calendar days late	$30,000 per day
31-60 calendar days late	$40,000 per day
61-90 calendar days late	$60,000 per day
91+ calendar days late	$75,000 per day

BCCK shall be entitled to an increase in the Contract Price as specified in the table below for each day that BCCK causes the Mechanical Completion Date to occur prior to the Target Completion Date, as adjusted for Excusable Delay.

Number of Days Early	Per Diem Amount of Bonus
1-10 calendar days early	$0 per day
11-30 calendar days early	$30,000 per day
31-60 calendar days early	$20,000 per day
61-90 calendar days early	$10,000 per day

Notwithstanding anything to the contrary set forth in this Agreement, Linn's receipt of delay liquidated damages as set forth above is Linn's sole and exclusive remedy on account of any unexcused delay by BCCK in achieving the Mechanical Completion Date and BCCK's maximum aggregate liability hereunder for payment of delay liquidated damages shall not exceed Five Million, Five Hundred Thousand and No/100 Dollars ($5,500,000). For purposes of clarification, the liquidated damages set forth in this **Section 15** is only for unexcused delay in achieving the Mechanical Completion Date and does not prohibit Linn from collecting, subject to any limitations on damages and liability expressly set forth in this Agreement, any other damages, whether for breach of contract, warranty or otherwise, in addition to such liquidated damages.

16 Assignment by BCCK

Neither this Agreement nor BCCK's rights hereunder shall be assignable by BCCK prior to the expiration of the limited warranty period in **Article 18** except with Linn's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The conditions hereof shall bind any permitted successors and assigns of BCCK.

17 Assignment by Linn

Prior to payment in full of the Contract Price by Linn, neither this Agreement nor Linn's rights hereunder shall be assignable by Linn (except to an affiliate) without BCCK's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The conditions hereof shall bind any permitted successors and assigns of Linn.

18 Limited Warranty

BCCK represents and warrants:

i. (1) That upon the Mechanical Completion Date, the Linn Chisholm Trail Cryogenic Gas Plant will be constructed in a good and workmanlike manner, in accordance with this Agreement and be in good working condition free from defects in materials and workmanship, except to the extent such defects are a result of (a) ordinary wear and tear, (b) normal corrosion, (c) operation or maintenance by Linn not in compliance with

the Operating Manuals, (d) the gas flow exceeds 225 MMSCFD, (e) the quality of the processed gas is outside the parameters specified in the section "Quality of Gas to be Processed" in **Schedule "D"**, or (f) operating outside the Project Specifications set forth in **Schedule "D"**, and (2) that if during the eighteen (18) month period from the Mechanical Completion Date or twelve (12) months from the Start-up Date, whichever occurs first, all or any portion of the materials incorporated into the Work or equipment provided by or through BCCK (including the Procured Equipment) is found to be defective or improperly configured, and notice thereof is delivered to BCCK within a reasonable time period not to exceed thirty (30) Days after the defect is discovered (However, such failure to so notify shall not void the warranty, but BCCK shall not be responsible to the extent that it is prejudiced by such failure), BCCK will replace or repair such materials and equipment at BCCK's sole cost and expense. After notice of a warranty claim, BCCK shall have the right to inspect the defect and the related operating data to determine the cause of the defect. Transportation fees associated with defective equipment and any and all labor, and associated costs, to install/replace equipment under this warranty will be the responsibility of BCCK. BCCK shall inspect each warranty claim within forty-eight (48) hours and promptly and diligently complete the warranty work. BCCK agrees to negotiate warranties with third party vendors that are consistent with Industry Standards. BCCK will communicate the details and terms of said third party vendor warranties to Linn within thirty (30) days of negotiation. In addition, after giving notice, which may be telephonic, to BCCK of a potential warranty claim, Linn shall have the right to use a third party to perform the repair/replacement work; provided that either (X) BCCK refers such third party to Linn when Linn notifies BCCK of the potential warranty claim or (Y) if no third party is referred to Linn, Linn reasonably believes that such third party is capable of handling the repair/replacement in a timely manner for a reasonable cost, and in either case BCCK shall reimburse Linn within ten (10) days after Linn's reimbursement request, if the repair/replacement work is covered by BCCK's warranty.

ii. That it has all necessary rights to grant the licenses and perform the Work provided for herein.

iii. BCCK will transfer all manufacturer and other warranties to Linn promptly upon the earlier of installation of the applicable equipment into the Linn Chisholm Trail Cryogenic Gas Plant or the payment for such equipment, and in any event as a condition precedent to the Mechanical Completion Date.

THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE WORK OR THE LINN CHISHOLM TRAIL CRYOGENIC GAS PLANT, WHICH EXTEND BEYOND THE EXPRESSED WARRANTIES AS STATED IN THIS **ARTICLE 18** "LIMITED WARRANTY" OF THIS AGREEMENT.

19 Enforceability

If any part hereof is contrary to, prohibited by or deemed invalid under applicable Legal Requirements, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. THIS AGREEMENT IS IRREVOCABLE FOR THE FULL TERM HEREOF, except as otherwise specifically provided herein.

20 Patents, Trade Secrets and Confidential Information

This Paragraph governs the disclosure of certain BCCK Confidential Information (defined below) to be submitted to Linn by BCCK relating to the Linn Chisholm Trail Cryogenic Gas Plant. BCCK possesses certain BCCK Confidential Information relating to the creation, forms of expression, authorship, conception, design, reduction to practice, use or sale of subject matter all of which Linn agrees not to use for its own benefit except as permitted under this Agreement, either singularly or collectively, and Linn further agrees not to disclose such BCCK Confidential Information to others (other than potential buyers, investors and its accountants, lawyers, consultants, and other professionals, agents, and employees) without receiving the express prior written permission of BCCK, except as to information that is:

i. Otherwise legally acquired by Linn subsequent to the Effective Date of this Agreement, and then only as of the date of such acquisition; or

ii. In the public domain as of the date of disclosure by Linn; or

iii. Subsequently comes into the public domain, otherwise than through Linn's violation of this Agreement, and then only after said later date; or

iv. Is independently developed by or for Linn without resort to the BCCK Confidential Information provided hereunder.

As used herein, "***BCCK Confidential Information***" includes, by way of example and without limitation, and however disclosed, all financial, cost or pricing information, inventions, processes, diagrams, designs, formulae, methods, data, know-how, techniques, apparatus, listings, discs, diskettes, screens, graphic representations, and any improvements or derivations thereof, whether or not copyright, trademark or patent applications are filed or pending thereon, and all customer lists or other information, accounting and control procedures, business methods and the like.

All rights, title, and interest (in including, without limitation, all patents, trade secrets, trademarks, inventions, discoveries and copyrightable matter) relating to the BCCK Confidential Information and all improvements, enhancements and refinements thereto, (collectively, the "***IP Rights***") developed by BCCK in performing the Work which relates to the Linn Chisholm Trail Cryogenic Gas Plant shall be the property of BCCK; provided that the IP Rights do not include any rights to any intellectual property based on or arising out of the ideas or efforts of Linn and provided further that the IP Rights are subject to the right and license to use the BCCK Work Product granted to Linn in **Article 12**. Subject to **Article 12**, BCCK shall enjoy full rights without obligation to Linn for the use of the IP Rights.

Subject to the license granted to Linn with respect to the BCCK Work Product as set forth in **Article 12**, Linn agrees that BCCK will retain all rights, title, and interest in and to all inventions, discoveries and copyrightable subject matter arising out of Work done by BCCK which relates to subject matter (i.e. Linn Chisholm Trail Cryogenic Gas Plant Process), other than anything arising from the ideas or efforts of Linn, all of which shall be owned by Linn.

This Paragraph also governs the disclosure of certain Linn Confidential Information. The Linn Confidential Information includes, but is not limited, to (a) the Natural Gas to be delivered to and processed by the Linn Chisholm Trail Cryogenic Gas Plant, including without limitation, the volumes and constituent parts thereof; (b) the wells and property from which such Natural Gas is produced; (c) the facilities by which such Natural Gas is produced and transported to the Linn Chisholm Trail Cryogenic Gas Plant; and (d) marketing of Natural Gas and Natural Gas Liquids, any of which may be disclosed to BCCK in connection with the design and construction of the Linn Chisholm Trail Cryogenic Gas Plant. BCCK agrees not to use such Linn Confidential Information for its own benefit except as permitted under this Agreement, either singularly or collectively, and further agrees not to disclose such Linn Confidential Information to others without receiving the express prior written permission of Linn, except as to information that is:

i. Otherwise legally acquired by BCCK subsequent to the Effective Date of this Agreement, and then only as of the date of such acquisition; or

ii. In the public domain as of the date of disclosure by Linn; or

iii. Subsequently comes into the public domain, otherwise than through BCCK’s violation of this Agreement, and then only after said later date; or

iv. Is fully documented as having been independently developed by or for BCCK without resort to the Linn Confidential Information provided hereunder.

However, nothing herein shall limit the right of either party to provide any information regarding the other party, or any of its Subcontractors and any vendors to any governmental authority having jurisdiction and asserting a right to such information or in any Court or arbitration proceeding taken in connection with this Agreement.

21 Changes in Scope

The parties anticipate that, from time to time, Linn may desire changes in the scope of Work as indicated in this Agreement. These changes may affect the cost of or the time required for completion of the Work. Such changes may include without limitation:

i. Linn Chisholm Trail Cryogenic Gas Plant design changes above Industry Standards.

ii. Increase in scope of Work to include work not originally included in this Agreement.

iii. Decrease in scope of Work.

If Linn desires a change in the scope of the Work, it shall identify the change and ask BCCK to determine the cost of the change. BCCK shall promptly upon receipt of the request determine the estimated cost of the material and amount of labor and the effect the change would have on the scheduled time to complete the Work and submit a proposal to Linn which identifies the estimated time and material cost and the change in schedule, if any, and may, if desired by BCCK, include a lump sum price proposal for such change. After discussion by BCCK and Linn, if both parties agree to the proposal, including BCCK's lump sum proposal, if applicable, then BCCK shall prepare and sign a Change Order for Linn's approval and signature.

If Linn and BCCK cannot agree on the estimated time and materials cost and change in schedule, or BCCK's lump sum proposal, if applicable, then Linn may issue a directive (a "***Change Directive***") to BCCK to proceed with the change on a time and materials basis, irrespective of their difference on the estimated cost and effect on the schedule. Once the change is complete, BCCK shall advise Linn of the actual time and materials cost and actual effect on the schedule, if any. BCCK shall then prepare and sign a Change Order for Linn's approval and signature, subject to Linn's audit rights.

No adjustment to the Contract Price shall be made, except by approval by both parties of a Change Order document. Each Change Order shall set forth the change in the scope of the Work, schedule and to the Contract Price. Each Change Order shall also set forth the basis on which BCCK will be compensated for the change to the amount due. Change Orders are not valid until signed by both Linn and BCCK. This Agreement shall be deemed to be amended by validly issued Change Orders once signed by both parties. BCCK will communicate to Linn all significant changes in the final design, from that set forth in this Agreement by revising the appropriate documents to reflect the change. BCCK's standard rates for such work are set forth in **Schedule "B"**.

Notwithstanding anything to the contrary set forth in this Agreement, in the event of any Excusable Delay, BCCK shall be entitled to an adjustment in the Contract Price or Target Completion Date, or both, to the extent of the Excusable Delay or additional cost of the Work directly caused by the Excusable Delay. Such change in the Contract Price shall be on a time and materials basis in accordance with **Schedule "B"**. Upon receipt of notice from BCCK of any such Excusable Delay, BCCK and Linn shall negotiate in good faith to determine such adjustments and to execute a Change Order evidencing the same

22 Delivery

22.1 General Delivery

BCCK shall commence the prosecution of the Work as soon as reasonably possible following execution of this Agreement and shall diligently pursue the Work and use its best efforts to achieve the Linn Chisholm Trail Cryogenic Gas Plant Mechanical Completion within forty-eight (48) weeks after the Effective Date, subject to extensions as set forth in Change Orders and as expressly provided for under this Agreement (the "**Target Completion Date**"). **Schedule "E"** provides a preliminary Project implementation outline.

22.2 Force Majeure

For the purposes hereof, Force Majeure will be any event, occurrence, happening or condition beyond the reasonable control of the party affected and that is not due to the fault or negligence of the party affected and for which the affected party is unable to prevent or protect against by the exercise of reasonable diligence, including, but not limited to, the following: acts of God or the public enemy; compliance with any order, rule, regulation, decree or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism or sabotage; floods, hurricanes, tornados, named storms or other Adverse Weather Conditions (as defined below); strikes (other than by BCCK's Personnel, or BCCK's Subcontractors or their respective employees or third party contractors), labor disputes (other than with or involving BCCK's Personnel or BCCK's Subcontractors or their respective employees or third party contractors); inability to obtain equipment or materials or unforeseeable breakage of same or accidents involving same while in transit; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. For the purposes hereof, Force Majeure will not include (i) financial distress of either party; (ii) Linn's notifying BCCK to temporarily cease work because of a default by or on behalf of BCCK or for any other reason permitted under this Agreement; (iii) failure by Linn, its partners, agents or third party to provide the Linn Chisholm Trail Cryogenic Gas Plant with produced Gas of a reasonably sufficient quality and quantity for start-up of the Linn Chisholm Trail Cryogenic Gas Plant on or near the Mechanical Completion Date; or (iv) delays occasioned by Adverse Weather Conditions until the aggregate number of days of delays due to Adverse Weather Conditions exceeds twenty (20) days, it being understand that up to twenty (20) days of delay due to Adverse Weather Conditions have been included in determining the Target Completion Date. For purposes hereof, an "***Adverse Weather Condition***" means any weather condition which reasonably prevents BCCK from being able to perform on any day four (4) or more hours of Work on a critical path item in BCCK's construction schedule).

A delay of either party will not constitute a default hereunder or be the basis for, or give rise to, any claim for damages, if and to the extent such delay is caused by Force Majeure and to the extent the other provisions of this **Section 22.2** are satisfied.

In the event of Force Majeure, the time for performance of an obligation of Linn and the time for performance of an obligation of BCCK, including any specific date for completion of all or any part of the Work, will be extended for a period equal to the delay in obtaining Mechanical Completion occasioned by Force Majeure, except that the time for the obligation of Linn to pay for the cost of Work (or portion thereof that is due) will be made as soon as possible, but in no event later than fifteen (15) days after cessation of the event of Force Majeure.

As a condition to claiming a delay caused by Force Majeure, the party who is prevented from performing by Force Majeure (i) will be obligated, within a reasonable period not to exceed five (5) Days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) will use all reasonable efforts to remedy such cause as soon as reasonably possible. If any Force Majeure event prevents, hinders, or delays performance by BCCK hereunder for more than one hundred twenty (120) consecutive days for reasons other than the following:

a. Any and all delays lasting more than thirty (30) days caused by existing plant access beyond the control of BCCK which would limit construction access to the proposed area, including road and bridge access coming into the facility and any and all other plant, power or construction related issues as may delay completion of facility construction;

b. Any and all delays lasting more than thirty (30) days caused by permitting issues or compliance with any order, rule, regulation, decree or request of any governmental authority or agency or person purporting to act therefore beyond the control of BCCK which would limit or stop the construction activities as required by the Agreement;

c. Any and all delays lasting more than thirty (30) days caused by terrorism or sabotage beyond the control of BCCK which would limit or stop the construction activities as required by the Agreement;

d. Any and all substantive delays caused by errors or omissions by Linn or Linn personnel which would limit or stop the construction activities as required by the Agreement and;

e. Any event of Force Majeure that would also prevent a third party competitor of BCCK from completing the construction of the Linn Chisholm Trail Cryogenic Gas Plant pursuant to the terms of this Agreement;

then, Linn may elect to terminate this Agreement pursuant to **Section 25.1** of this Agreement.

23 Notices

All amendments, invoices, and notices relating to this Agreement, except technical matters, shall be in writing and delivered by prepaid certified mail, overnight courier, or E-mail forwarded to:

Linn Other Than Invoices:
Linn Midstream, LLC
14701 Hertz Quail Springs Parkway
Oklahoma City, OK 73134
ATTN: John Harrison
JHarrison@linnenergy.com

BCCK:
BCCK Engineering Incorporated
2500 N. Big Spring, Suite 230
Midland, TX 79705
ATTN: J. Melinda Hall
mhall96@BCCK.com

With a copy to:
Linn Midstream, LLC
14701 Hertz Quail Springs Parkway
Oklahoma City, OK 73134
ATTN: Bill Shanahan
BShanahan@linnenergy.com

Linn For Invoices:
Linn Midstream, LLC
14701 Hertz Quail Springs Parkway
Oklahoma City, OK 73134
ATTN: Bill Shanahan
BShanahan@LinnEnergy.com

With a copy of the invoice and
certificate by e-mail to:
Invoice@linnenergy.com
TBeard@LinnEnergy.com

Any such notices mailed to such addresses shall be sent certified mail, return receipt requested duly addressed and with postage prepaid. The notice shall be effective upon receipt of such notice or first attempted delivery if not accepted. Either party may change its address for notices by notice to the other party.

24 Dispute Resolution

BCCK and Linn shall attempt to resolve a controversy or claim, whether such claim sounds in contract, tort or otherwise, arising out of or relating to this Agreement, including amendments and related agreements or the breach thereof (a "***Dispute***") by negotiation between the parties within fifteen (15) Days after the Dispute first arises. If the parties are unable to resolve the Dispute within the fifteen (15) Day period, BCCK and Linn may exercise their respective rights under this Agreement in any manner permitted by Legal Requirements.

25 Termination

25.1 Termination

i. Linn may terminate this Agreement for any reason. If Linn elects to terminate this Agreement, it, shall notify BCCK in writing, and termination will become effective as of the date of such notice unless otherwise agreed by the parties hereto.

ii. Following any termination by Linn pursuant to this **Section 25.1** other than a Termination for Cause:

a. The calculation of the Contract Price will be converted from a lump sum basis to a time and materials basis for the costs actually incurred and paid by BCCK between the Effective Date and the date notice is given of termination of this Agreement (including uncancellable commitments, man-hours charges, cancellation fees, demobilization of Subcontractors, overhead cost and expenses but only to the extent of increases in such costs and expenses caused by the termination of the Project, and any other charges directly related to the Linn Chisholm Trail Cryogenic Gas Plant), provided that BCCK shall provide Linn proof of such payment.

b. Subject to the foregoing provisions of this **Section 25.1**, the Contract Price shall be equal to the sum of:

1. The cost for Work performed by BCCK and BCCK's Affiliates shall be based on the applicable rate sheet set forth in **Schedule "B"**;

2. The cost for Work performed by persons and entities other than BCCK and BCCK's Affiliates shall be the actual net cost (after deducting credits, rebates, refunds and other similar amounts) paid by BCCK for such Work plus the lesser of (X) seven and one-half percent (7.5%) of the costs under this item 2 and (Y) an amount equal to $500,000 plus $150,000 for each month after the fourth month following the Effective Date, e.g. if the Effective Date is June 15, 2017 and Linn terminates between November 15, 2017 and December14, 2017, then the amount under clause (Y) would be $800,000, being $500,000 plus two (2) times $150,000.

c. BCCK may offset any part or the entire amount owed to BCCK by Linn as the result of any such early termination against any unused portion of Milestone payments received by BCCK, with the balance of such Milestone payments, if any, to be promptly refunded to Linn. If the unused portion of the Milestone payments is not sufficient to pay BCCK for the amount due, then the shortfall shall be promptly paid by Linn to BCCK. Further, title to equipment, materials, and supplies shall be promptly delivered to Linn or the amount paid by Linn for said equipment credited against the amount owed to BCCK.

iii. In the event of a Termination for Cause, Linn shall pay to (or receive from) BCCK the amount Linn is obligated to pay or receive by law, as applicable.

iv. In the event of a termination of this Agreement, BCCK shall promptly after such termination, provide Linn with any and all back-up and support documentation to calculate the amount due under this Agreement, and Linn shall have audit rights as specified in **Section 3.3**.

v. The term "***Termination for Cause***" means a termination of this Agreement by Linn (a) pursuant to **Section 25.2** below, (b) as a result of BCCK's failure, within two (2) days after Linn's request, to develop and implement a recovery plan (acceptable to Linn) to bring the prosecution of the Work back on schedule and to reasonably assure the occurrence of the Mechanical Completion Date on or before the Target Completion Date (as adjusted for Excusable Delay) and to thereafter diligently prosecute the Work and keep on schedule, (c) as a result of a breach by BCCK of any of its obligations under this Agreement, (d) as a result of BCCK's repetitive failure to design or construct any portion of the Project in accordance with applicable Legal Requirements, the Drawings, Plans, and Specifications, or in a good and workmanlike manner with new materials and in accordance with Industry Standards, or (e) following the knowingly release of any Hazardous Substances at the Project Site by BCCK, its Subcontractors, or any of BCCK's Personnel, which is reasonably believed by Linn to cost in excess of the Maximum Liability Amount to remediate in accordance with Legal Requirements.

25.2 Termination for Bankruptcy or Insolvency

Either party may terminate this Agreement immediately upon written notice given to the other party in the event of:

i. The entry against such other party of a decree or unstayed order by a court of competent jurisdiction for relief under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or other similar law, or the appointment of a receiver, liquidator, assignee, trustee, sequestrator or other similar official or the imposition of an order to wind up or liquidate affairs and the continuance of any such decree or order unstayed and in effect for a period of thirty (30) consecutive days; or

ii. The filing by such other party under Title 11 of the United States Code or any other applicable Federal or State bankruptcy, insolvency or other similar law of a petition for relief, or the filing under Title 11 of the United States Code or any other applicable Federal or State bankruptcy, insolvency or other similar law of an involuntary petition which remains undismissed or unstayed for a period of thirty (30) consecutive days, or the consent by either party to the filing of such a petition or the appointment of a receiver, liquidator, assignee, trustee, sequestrator or similar official or the making of an assignment for the benefit of creditors,

or either party generally not paying its debts as they become due, or the admission by either party in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by either party in furtherance of any such action, or the suspension or discontinuance of operations of either party, whether or not in the normal course of business.

26 Assignment of Subcontracts upon Termination

In the event of any termination of this Agreement (other than a termination by BCCK due to a default by Linn), BCCK hereby irrevocably assigns to Linn all of BCCK's interest (including BCCK's right to any deposits or pre-payments) in any and all subcontracts and purchase orders now existing or hereinafter entered into by BCCK for performance of any part of the Work which assignment will be effective upon acceptance by Linn in writing and only as to those subcontracts and purchase orders which Linn designates in writing from time to time. BCCK shall use reasonable efforts to include provisions in all subcontracts and purchase orders which provide that such subcontracts and purchase orders are freely assignable by BCCK to Linn who shall only be liable for work done or materials supplied after the date that Linn notifies the applicable Subcontractor (including suppliers) of Linn's acceptance of assignment thereof and agreement to assume all obligations of BCCK thereunder from and after the date of assignment.

27 Miscellaneous

a. BCCK shall be an independent contractor with respect to all Work, and neither BCCK nor any of BCCK's Personnel shall be deemed for any purpose to be the employee, agent, servant or representative of Linn. All responsibilities undertaken by BCCK in connection with the Work, including those concerning BCCK's Personnel, shall be undertaken in the name of BCCK and not in the name or for the account of Linn. Furthermore, neither BCCK nor anyone used or employed by BCCK will have any authority to bind Linn to any third parties without specific written authority from Linn. Neither BCCK nor anyone used or employed by BCCK will have any right to any pension or welfare plans, including, without limitation, savings, retirement, medical, dental, insurance, or vacation plans sponsored by Linn.

b. Neither BCCK nor any of BCCK's Personnel shall, without the prior written consent of Linn: (a) make or issue any public announcement or statement with respect to the Work or the terms of this Agreement, (b) supply to the press or other news media any information, photographs, or data related to the Work or this Agreement, or (c) use Linn's name, any Linn trademark, or any Linn logo in any BCCK materials, including without limitation, advertisements, websites, calendars, brochures or presentations.

c. No covenant or condition of this Agreement can be changed except by the mutual written consent of Linn and BCCK. Except as otherwise expressly provided herein, the remedies afforded to the parties in this Agreement are not intended to be exclusive, and each remedy shall be cumulative and shall be in addition to all other remedies available to the parties at law or in equity. No delay or omission

by either party in exercising any rights or remedies under this Agreement or applicable Legal Requirements shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by the party to be bound.

d. **THIS AGREEMENT AND ANY ISSUES RELATED TO IT (INCLUDING, WITHOUT LIMITATION, THE VALIDITY, ENFORCEABILITY, INTERPRETATION, AND CONSTRUCTION OF THIS AGREEMENT AND ANY ISSUES RELATED TO IT) SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO CONFLICT OF LAW RULES) AND THE LAWS OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN TEXAS, EXCEPT THAT ANY ISSUES RELATING TO MECHANIC'S AND MATERIALMEN'S LIENS SHALL BE GOVERNED BY THE LAW OF OKLAHOMA.**

e. **THE PARTIES AGREE THAT HARRIS COUNTY, TEXAS IS PROPER VENUE FOR ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY UNDER, IN CONNECTION WITH, OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE. ANY ACTION OR PROCEEDING MUST BE BROUGHT IN ANY STATE OR FEDERAL COURT IN SUCH COUNTY TO THE EXTENT NOT PROHIBITED BY APPLICABLE LEGAL REQUIREMENTS. TO THE EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, THE PARTIES IRREVOCABLY (A) SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND (B) WAIVES ALL OBJECTION AND DEFENSES HE MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT OR THAT ANY SUCH COURT IS AN INCONVENIENT FORUM.**

f. The agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors, successors-in-interest, and permitted assigns.

g. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and agree that this Agreement and any exhibits or schedules to this Agreement shall be given a fair and reasonable construction in accordance with the intentions of the parties to this Agreement without employing the rule of construction that any ambiguities are to be resolved against the drafting party.

h. The captions, headings, and arrangement of the articles, sections, and paragraphs in this Agreement are for convenience only, do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement and shall not be taken into account in determining the meaning of any provisions of this Agreement. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders.

i. In any legal action, proceeding, or other dispute arising out of or related to this Agreement the Prevailing Party in any such action, proceeding, or dispute shall be entitled to recover from the non-Prevailing Party all reasonable attorneys' fees, court costs, and other costs and expenses incurred by the Prevailing Party in connection with such action, proceeding, or dispute. The term "***Prevailing Party***" means the party whose position is selected, awarded, or successful (regardless of whether damages are awarded). In the case where both parties prevail on different claims, the Prevailing Party shall be the party that is more successful.

j. This Agreement contains the full agreement between the Parties. Except as stated in this Agreement, no representation or promise has been made by either party to the other as an inducement to enter into this Agreement.

28 Counterpart Execution

This Agreement may be executed in one or more counterparts (including by means of telecopied signature pages or signature pages delivery by electronic transmission in portable document format (pdf), all of which taken together shall constitute one and the same instrument. This Agreement to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such instrument, each other party shall re-execute original forms thereof and deliver them to all of the parties. No party hereto or to any such instrument shall raise the use of a facsimile machine or electronic transmission in portable document format (pdf) to deliver a signature or the fact that any signature or instrument was transmitted or communicated through the use of a facsimile machine or electronic transmission in portable document format (pdf) as a defense to the formation of a contract and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

Time is of the essence with respect to the dates and times set forth in this Agreement.

Executed this 13th day of June, 2017.

LINN MIDSTREAM, LLC	BCCK ENGINEERING INCORPORATED
By: /s/ Mark E. Ellis	By: /s/ Gregory L. Hall
Printed Name: Mark Ellis	Printed Name: Gregory L. Hall
Title: Chief Executive Officer	Title: Executive VP
Address: 600 Travis, Suite 1400 Houston, TX 77002	Address: 2500 N. Big Spring Midland, TX 79705

LINN MIDSTREAM, LLC
LINN CHISHOLM TRAIL CRYOGENIC GAS PLANT
EQUIPMENT SUPPLY AGREEMENT #BK17056P

BCCK ENGINEERING, INCORPORATED
2500 North Big Spring
Midland, TX 79705
432-685-6095 ~ 432-685-7021 (fax)

LINN MIDSTREAM, LLC
14701 Hertz Quail Springs Parkway
Oklahoma City, OK 73134

June 13, 2017

LINN MIDSTREAM, LLC
LINN CHISHOLM TRAIL CRYOGENIC GAS PLANT
EQUIPMENT SUPPLY AGREEMENT #BK17056P

Table of Contents

Schedules

LINN MIDSTREAM, LLC
LINN CHISHOLM TRAIL CRYOGENIC GAS PLANT
EQUIPMENT SUPPLY AGREEMENT #BK17056P

This Linn Chisholm Trail Cryogenic Gas Plant Equipment Supply Agreement (this "***Agreement***") is entered into this 13th day of June, 2017 (the "***Effective Date***"), between BCCK Engineering Incorporated, a Texas corporation ("***BCCK***"), and Linn Midstream, LLC a Delaware limited liability company ("***Linn***"), for the supply of equipment for a gas processing facility to be known as the Linn Chisholm Trail Cryogenic Gas Plant to be located in Grady County, Oklahoma.

Subject to the terms and conditions set forth herein, BCCK hereby agrees to fabricate or procure certain equipment for the benefit of Linn and Linn agrees to pay BCCK for such equipment for the Linn Chisholm Trail Cryogenic Gas Plant. In consideration of the mutual covenants set forth herein, and intending to be legally bound by this Agreement, Linn and BCCK hereby agree as follows:

1. Definitions

The following terms when capitalized and used in this Agreement will have the following meanings:

"***Agreement***" means this Linn Chisholm Trail Cryogenic Gas Plant Equipment Supply Agreement including all Schedules attached hereto.

"***BCCK***" means BCCK Engineering Incorporated and shall include the successors and/or authorized assigns of such party.

"***BCCK's Affiliates***" shall have the meaning ascribed to it in the Engineering and Construction Agreement.

"***BCCK's Personnel***" means all employees, supervisors, representatives, agents and other persons to be provided by BCCK or its Subcontractors for the supply of Equipment under this Agreement.

"***Change Order***" means a document requested by either Linn or BCCK and signed by both Linn and BCCK that sets forth a change in scope of Equipment, schedule, and/or the Contract Price, and, upon execution amends this Agreement.

"***Change Directive***" means a directive by Linn issued to BCCK to proceed with a change in the Equipment prior to the signing of a Change Order.

"***Contract Price***" means the total amount of compensation in US Dollars to be paid to BCCK as defined in **Section 3.1** of this Agreement or as modified by a Change Order for the Equipment to be supplied by BCCK.

"***Day***" means a business day, excluding weekends and holidays and "day" means a calendar day.

"***Effective Date***" means the date of the execution of this Agreement as set forth in the initial paragraph of this Agreement.

"***Engineering and Construction Agreement***" means the Engineering and Construction Agreement (#BK17056EC) of even date herewith by and between Linn and BCCK.

"***Equipment***" means the equipment, instruments, piping, valves, fittings and materials to be supplied to Linn by BCCK pursuant to this Agreement as more particularly described on **Schedule "A"** attached hereto.

"***Excusable Delay***" shall have the meaning ascribed to it in the Engineering and Construction Agreement

"***Force Majeure***" has the same meaning as in the Engineering and Construction Agreement

"***Industry Standards***" has the meaning ascribed to such term in the Engineering and Construction Agreement.

"***Job Site***" has the meaning ascribed to such term in the Engineering and Construction Agreement.

"***Legal Requirements***" means all applicable federal, state, and local statutes, laws, codes, ordinances, rules, regulations, orders, and decrees, including, without limitation, Environmental Laws.

"***Linn***" means Linn Midstream, LLC and shall include the successors and/or authorized assigns of such party.

"***Linn Chisholm Trail Cryogenic Gas Plant***" means the entire NGL extraction/fractionation and treating facility to be designed and constructed pursuant to the Engineering and Construction Agreement and into which the Equipment is to be installed and incorporated.

"***Linn's Personnel***" means all employees, supervisors, representatives, agents and other persons or entities to be provided by Linn or its subcontractors in connection with the Project.

"***Major Subcontractor***" means (i) a Subcontractor that is selected and enters into a subcontract with BCCK or any Subcontractor for the performance of any part of the Work, and whose subcontract or subcontracts (in the aggregate) with BCCK, or any of its Subcontractors, require payments by BCCK (or such Subcontractor) of Five Hundred Thousand Dollars ($500,000) or more and (ii) each of BCCK's Affiliates.

"***Mechanical Completion Date***" shall have the meaning ascribed to it in the Engineering and Construction Agreement.

"***Milestone***" means the completion of significant events as described in **Section 3.1** of this Agreement that, when complete as agreed to by both parties, obligate Linn to make payment to BCCK as indicated.

"***Prime Rate***" means the interest rate determined from time to time by the major US Banks and published in The Wall Street Journal on any given Day as the Prime Rate of interest.

"***Project***" means the Linn Chisholm Trail Cryogenic Gas Plant engineered, constructed, and installed by BCCK (including the Equipment plus any other improvements or equipment supplied and installed by Linn or others inside or adjacent to the Linn Chisholm Trail Cryogenic Gas Plant fence including related compression and dehydration).

"***Subcontractor***" means any party that enters into an agreement with BCCK and provides any Equipment or performs any work or services in furtherance of BCCK's obligations under this Agreement and all direct and indirect subcontractors of such party at all levels, including material men and suppliers.

2. Scope of Supply

BCCK shall fabricate or procure and supply to Linn the Equipment in a new unused condition and in accordance with this Agreement, Industry Standards and all applicable Legal Requirements.

3. Compensation, Invoicing and Payment

3.1 Compensation

For the supply of the Equipment pursuant to this Agreement, Linn shall pay BCCK the Contract Price as stated and in accordance with the schedule of payments as listed below in this **Section 3.1**. Upon the occurrence of each of the Milestones as listed below, BCCK will invoice Linn and Linn will pay BCCK the amount indicated next to such Milestone in accordance with **Section 3.2** of this Agreement. Linn shall have no additional payment obligations under this Agreement unless otherwise specifically set forth in this Agreement or otherwise agreed to in writing.

Payment No.	Milestone	Percent of Contract Price	Invoice Amount Due	Estimated Date
1	Contract Execution	20%	$11,556,645.34	6/12/2017
2	Issuing Purchase Orders for Amine, TEG and Inlet system	10%	$ 5,778,322.67	7/12/2017
3	Ordering medium voltage gear	15%	$ 8,667,484.01	8/12/2017
4	Ordering low voltage gear	10%	$ 5,778,322.67	9/12/2017
5	Ordering PLC panels	10%	$ 5,778,322.67	10/12/2017
6	100% Completion of de-methanizer	10%	$ 5,778,322.67	12/12/2017
7	100% Completion of turbo expander skid	15%	$ 8,667,484.01	1/12/2018
8	100% Completion of PDC buildings	10%	$ 5,778,322.67	2/12/2018
	TOTAL	**100%**	**$57,783,226.71**	

3.2 Invoicing and Payment

BCCK will submit to Linn an invoice for each Milestone as it is achieved in accordance with **Section 3.1**, but not more often than once per calendar month other than the retainage payment. Each invoice shall be accompanied by (i) a certification by the Project Manager and an officer of BCCK that the Milestone described in the invoice has been achieved, (ii) a conditional M&M Lien waiver from BCCK for the current Milestone payment and from each Major Subcontractor that has provided work or Equipment covered by such Milestone payment, and (iii) a full M&M Lien waiver from BCCK with respect to all prior Milestone payments and, if not previously provided, a full M&M Lien waiver from each Major Subcontractor that has provided work or Equipment covered by such prior Milestone payment. Invoices shall be sent in accordance with the invoicing address instructions in **Article 19.**

Linn shall pay BCCK the amount due as shown on the invoice less 5% retainage. Payment by Linn shall be due and payable within thirty (30) days of its receipt of the invoice (and all back-up and other information required to be submitted to Linn for payment of invoices), with the exception of Milestone payment number 1, which will be due at contract execution. Retainage shall be paid at the same time that retainage is paid under the Engineering and Construction Agreement. Payment by Linn to BCCK may be made by direct deposit into BCCK's designated bank account.

If Linn fails to pay any invoice or other sum when due to BCCK, Linn shall also pay to BCCK interest thereon from the due date of the payment to the date of payment at a rate equal to the then existing Prime Rate plus two percent (2%) per annum (not to exceed the maximum rate of interest allowed by applicable Legal Requirements).

If Linn fails to pay an invoice due to BCCK within fifteen (15) days of receipt of written notice from BCCK of late payment of an invoice, BCCK shall have the right to suspend BCCK's performance with regard to this Agreement until such invoice is paid. Should BCCK suspend performance according to this **Section 3.2**, any costs required to resume performance will be charged as extra work at the rates provided in Schedule "B" of the Engineering and Construction Agreement.

Upon receipt by BCCK of the final Milestone payment from Linn (including all retainage), BCCK shall (i) execute and deliver to Linn an unconditional release and waiver of M&M liens in the same form as provided for in the Engineering and Construction Agreement to release any right of BCCK to claim mechanical or material man liens and (ii) if not previously provided, deliver to Linn an unconditional release and waiver of M&M liens in the same form as provided for in the Engineering and Construction Agreement from all Major Subcontractors to release any right of a Major Subcontractor to claim mechanical or material man liens.

3.3 Extra Work and Change Orders

During the term of this Agreement Linn may request changes in the scope of Equipment in accordance with **Article 17**. The cost of changes will be invoiced in accordance with the procedures of **Section 3.2** (X) fifty percent (50%) upon the signing of a Change Order or the issuance of a Change Directive and (Y) the remaining fifty percent (50%) upon completion of such extra work. All changes will be subject to the provisions of **Article 17** of this Agreement.

BCCK and its Subcontractors shall maintain a complete, true and correct set of detailed records pertaining to BCCK's performance of its obligations hereunder and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles consistently applied. BCCK and its Subcontractors shall retain auditable books and records (including, but not limited to correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, invoices, and other data) for the Equipment for a period of not less than three (3) years after Successful Achievement of the Performance Specifications (as defined in the Engineering and Construction Agreement). During the three (3) year period, Linn and its representatives, consultants, and accountants may, from time to time upon request, review and audit any and all records and books of BCCK and any of its Subcontractors relating to any extra work performed on a time and materials basis. BCCK and its Subcontractors shall respond in writing within sixty (60) days to all issues identified in any such review or audit by Linn or representatives of Linn. BCCK or its Subcontractors and Linn shall work to expeditiously resolve all identified issues. For avoidance of doubt, Linn shall have no right to audit or inspect any records of BCCK or its Subcontractors with respect to Equipment provided or extra work performed on a lump sum or fixed price basis.

4. Duration of Agreement

The term of this Agreement will begin with the Effective Date and end upon achieving the final Milestone and receipt by BCCK of full payment of all sums due BCCK from Linn, or when terminated by either party in accordance with other provisions of this Agreement, whichever shall first occur.

Certain designated provisions of this Agreement will survive the completion of the Agreement including, but not limited to **Article 9** "Indemnities", **Article 10** "Title; Personal Property; Encumbrances; Location", and **Article 15** "Limited Warranty", whether the termination is due to completion of the supply of Equipment or for other cause.

5. Inspection and Acceptance

While any of the Equipment is at BCCK's facilities or the facilities of any of BCCK's Affiliates, Linn and its authorized representative(s) shall have the right at reasonable times after reasonable prior notice to BCCK, but not the obligation, to examine, inspect, or witness any portion of or all Equipment furnished by BCCK hereunder. During any such inspection, Linn shall carry the liability insurance required of Linn under the

Engineering and Construction Agreement. If any of the Equipment furnished by BCCK is defective or does not conform to this Agreement, then BCCK shall, at BCCK's expense, immediately repair or replace such defective Equipment. However, no inspection and no expressed, implied or tacit approval by Linn's authorized representative of BCCK's performance or any portion of the Equipment shall relieve BCCK of its obligations under this Agreement or the Engineering and Construction Agreement. BCCK shall cooperate fully with Linn in all inspections under this **Article 5**. Linn shall not unreasonably interfere with BCCK's performance of its obligation under this Agreement in the exercise of its rights under this **Article 5**.

6. Taxes

Sales and other taxes have not been included in the Contract Price. Linn will be responsible for Oklahoma gross receipts, compensating, and property taxes for the Equipment or reasonably related to and incurred by BCCK as a result of BCCK's performance of this Agreement; subject to the requirements of this **Article 6**. Linn shall not be responsible for federal or Oklahoma income or withholding tax assessed on BCCK or others or for Texas or other states' taxes levied on the income of BCCK or others.

BCCK shall, and shall cause its subsidiaries and affiliates (including BCCK's Affiliates) to, use their respective re-seller's certificate (or similar certificate) when purchasing any and all Equipment, supplies, and other taxable items for the Linn Chisholm Trail Cryogenic Gas Plant, so that BCCK and its subsidiaries and affiliates (including BCCK's Affiliates) shall not pay any sales, use, or other similar tax for which Linn would be responsible to reimburse BCCK under this Agreement to the extent such re-seller's certificate permits such equipment, supplies or other items to be exempt for sales or other taxes under applicable Legal Requirements. Linn has applied for and will provide to BCCK upon receipt a manufacturer's certificate for Oklahoma, and BCCK shall not charge or invoice Linn for any taxes with respect to any Equipment, supplies, or other items that are exempt from taxation under the manufacturer's certificate. Subject to the previous provisions of this **Article 6**, Linn will reimburse BCCK, with each invoice, for any sales, use, and property taxes now or hereafter imposed by any governmental body or agency upon the Linn Chisholm Trail Cryogenic Gas Plant related to the possession, operation, use or purchases of Equipment, supplies or materials hereunder that are paid by BCCK that are not subject to Linn's manufacturer's certificate or exempt from sales, use or other taxes by virtue of BCCK's reseller's certificate. BCCK will remit tax payments to the applicable governmental bodies or agencies having jurisdiction over such taxes on Linn's behalf and reconcile the tax account at the end of the Project. Balancing of this account will be based on actual tax liability and any shortfalls in tax liability shall be paid by Linn. Any amounts Linn submits in excess of the tax liability BCCK pays to the applicable governmental bodies or agencies will be remitted to Linn by BCCK.

7. Maintenance and Repair

Except for warranty repair work, BCCK shall not have any obligation to test, adjust, maintain, repair, or service the Equipment or the Linn Chisholm Trail Cryogenic Gas Plant under this Agreement, it being understood than BCCK's limited responsibilities in such respect are exclusively set forth in the Engineering and Construction Agreement.

8. Bonds

Within fourteen (14) days after the Effective Date, BCCK shall provide to Linn a payment and performance bond in an amount determined by Linn (and communicated to BCCK within seven (7) days after the Effective Date) guaranteeing to Linn the timely payment of all Subcontractors and the timely performance by BCCK of all of its obligations under this Agreement. The cost of this payment and performance bond is not included in the Contract Price and BCCK's cost therefor will be added to the Contract Price by Change Order once the cost is determined. Notwithstanding anything to the contrary contained in this Agreement Linn's obligation to pay BCCK is subject to the requirements, if any, of the bond and the bonding company with respect to payments.

9. Indemnities

9.1 Definitions

"***Claim***" or "***Claims***" means all claims, damages, liabilities, losses, demands, liens, encumbrances, fines, penalties, causes of action of any kind, obligations, costs, judgments, interest and awards (including payment of attorneys' fees and costs of litigation and investigation costs) or amounts, of any kind or character including consequential damages but excepting punitive or exemplary damages, whether under judicial proceedings, administrative proceedings or otherwise arising in connection with this Agreement or performance under this Agreement. This includes property damage, pollution, and personal injury of any kind, including bodily injury, personal injury, illness, disease, maintenance, cure, loss of parental or spousal consortium, wrongful death, loss of support, death, and wrongful termination of employment.

"***Linn Indemnitees***" means Linn, its co-venturers, if any, and its and their officers, directors, and Linn's Personnel.

9.2 General

The indemnity obligations under this Agreement are effective to the maximum extent permitted by Legal Requirements. If a Legal Requirement is applied in a jurisdiction which prohibits or limits a party's ability to indemnify the other, then that party's liability shall exist to the full extent allowed by the Legal Requirements of the relevant jurisdiction.

In the event BCCK fails to furnish a defense and indemnity as provided for herein, Linn shall be entitled to receive from BCCK, in addition to its attorneys' fees, costs, expenses and any amounts paid in judgment or settlement, all costs, expenses, and attorneys' fees incurred in the enforcement of this Agreement under **Article 23** "Miscellaneous".

Linn will promptly notify BCCK after receipt of any Claim for which it may seek indemnification. Each party also shall immediately notify the other of any occurrence in which physical injury occurs and to complete and provide the other party with an accident report for each such occurrence.

9.3 Intellectual Property Indemnity

Notwithstanding anything to the contrary in the other provisions of this Agreement, BCCK agrees to defend, release, indemnify and hold harmless the Linn Indemnitees from claims of any person or entity arising from infringement or alleged infringement of copyrights, trade secrets, or patents, or misappropriation of trade secrets or other intellectual property rights arising under any applicable Legal Requirements with respect to the Equipment.

9.4 BCCK General Indemnity

BCCK shall defend, release, indemnify, and hold harmless the Linn Indemnitees, from and against any claims arising from the following matters:

i. The failure of BCCK or any of BCCK's Personnel to fully comply with all Legal Requirements applicable to (x) their performance under this agreement, and (y) the protection of the environment; and

ii. The failure of the Equipment to meet all applicable Industry Standards.

10. Title; Personal Property; Encumbrances; Location

BCCK warrants good title to all Equipment and that all Equipment will be new. Title to all Equipment shall be transferred to Linn in accordance with Chapter 2 of the Texas Uniform Commercial Code. BCCK shall retain care and custody of Equipment for which title has not been transferred to Linn and exercise due care with respect thereto until transfer of title to Linn as provided in this Agreement. Said transfer of title shall in no way affect Linn's rights or BCCK's obligations as set forth in any other provision of this Agreement. BCCK shall sign over to Linn all certificates of title, manufacturer's certificates, and other evidences of title promptly when title to each item is transferred to Linn. Transfer of ownership (including the signing and filing as applicable by BCCK) for all prior Equipment supplied and paid for by Linn shall be a condition precedent to all subsequent payments to BCCK.

BCCK represents and warrants that BCCK or the Subcontractor that supplied each specific item of Equipment is the owner of, or has a valid license to prepare, use and transfer to Linn, all drawings, documents, engineering calculations and other data furnished in connection with the Equipment ("***Equipment Drawings and Specifications***"). BCCK has the authority to and hereby grants and conveys to Linn a fully paid, perpetual, non-cancellable and non-terminable right and license to use all Equipment Drawings and Specifications for use by Linn for any purpose relating to the Linn Chisholm Trail Cryogenic Gas Plant, including the operation, maintenance and repair thereof.

11. Permits

BCCK's Affiliates have American Society of Mechanical Engineers ("***ASME***") licenses and are ASME licensed code shops. BCCK shall obtain from suppliers that are ASME licensed code shops all Equipment that generally accepted industry practices indicate should be manufactured/fabricated in an ASME licensed code shop.

12. Limitations of Liability and Liquidated Damages

IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY FOR LOSS OF PRODUCT, LOSS OF REVENUES, PROFITS OR INCOME, OR FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHETHER SUCH DAMAGES ARE CLAIMED UNDER BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, OR ANY OTHER CAUSE OF ACTION IN LAW OR IN EQUITY, EXCEPT IN THE EVENT OF THE FIRST PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

BCCK shall have no liability under this Agreement for any delay in the supply of the Equipment, it being understood that Linn's sole remedy for any such delays shall be the recovery of any applicable delay liquidated damages to which Linn may be entitled under the Engineering and Construction Agreement. Likewise, any delay by BCCK to supply the Equipment shall not cause a change in the Targeted Completion Date under the Engineering and Consulting Agreement, except to the extent of any delay in the Targeted Completion Date actually caused by Excusable Delay or suspension of BCCK's performance under this Agreement for Linn's failure to pay pursuant to **Section 3.2** of this Agreement.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, BUT EXCLUDING LIABILITY OF BCCK UNDER SECTION 9.3 OF THIS AGREEMENT AND SECTIONS 11.3 AND 11.6 OF THE ENGINEERING AND CONSTRUCTION AGREEMENT, BCCK'S MAXIMUM AGGREGATE LIABILITY TO LINN ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE ENGINEERING AND CONSTRUCTION AGREEMENT AND THE EQUIPMENT OR ANY WORK PROVIDED IN CONNECTION WITH THE JOB SITE OR THE PROJECT, AND THE PERFORMANCE, NONPERFORMANCE AND/OR DEFECTIVE PERFORMANCE HEREUNDER OR UNDER THE ENGINEERING AND CONSTRUCTION AGREEMENT WITH RESPECT THERETO SHALL NOT EXCEED THE MAXIMUM LIABILITY AMOUNT (AS DEFINED IN THE ENGINEERING AND CONSTRUCTION AGREEMENT), INCLUDING, WITHOUT LIMITATION, LIABILITY FOR WARRANTY OBLIGATIONS, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), AND BREACH OF CONTRACT (INCLUDING ANY BREACH RESULTING IN TERMINATION), LEGAL COSTS AND ATTORNEY'S FEES, AND ANY AND ALL OTHER LIABILITIES BASED ON ANY LEGAL OR EQUITABLE THEORY OR BASIS OF RECOVERY.

13. Assignment by BCCK

Neither this Agreement nor BCCK's rights hereunder shall be assignable by BCCK prior to the expiration of the limited warranty period in Article 18 of the Engineering and Construction Agreement except with Linn's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The conditions hereof shall bind any permitted successors and assigns of BCCK.

14. Assignment by Linn

Prior to payment in full of the Contract Price by Linn, neither this Agreement nor Linn's rights hereunder shall be assignable by Linn (except to an affiliate and only in connection with an assignment of the Engineering and Construction Agreement to such affiliate) except with BCCK's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The conditions hereof shall bind any permitted successors and assigns of Linn.

15. Limited Warranty

BCCK's limited warranty obligations with respect to the Equipment are set forth in Article 18 of the Engineering and Construction Agreement.

THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE EQUIPMENT OR THE LINN CHISHOLM TRAIL CRYOGENIC GAS PLANT, WHICH EXTEND BEYOND THE EXPRESSED WARRANTIES AS STATED IN ARTICLE 18 "LIMITED WARRANTY" OF THE ENGINEERING AND CONSTRUCTION AGREEMENT.

16. Enforceability

If any part hereof is contrary to, prohibited by or deemed invalid under applicable Legal Requirements of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. THIS AGREEMENT IS IRREVOCABLE FOR THE FULL TERM HEREOF, except as otherwise specifically provided herein.

17. Changes in Scope

The parties anticipate that, from time to time, Linn may desire changes in the scope of Equipment to be supplied by BCCK pursuant to this Agreement. These changes may affect the cost of or the time required for the supply of the Equipment. Such changes may include without limitation:

i. Linn Chisholm Trail Cryogenic Gas Plant design changes above Industry Standards.

ii. Increase in scope of supplied Equipment to include equipment not originally included in this Agreement.

iii. Decrease in scope of supplied Equipment.

If Linn desires a change in the scope of the Equipment, it shall identify the change and ask BCCK to determine the cost of the change. BCCK shall promptly upon receipt of the request determine the estimated cost of the change and the effect the change would have on the scheduled time to supply the Equipment and submit a proposal to Linn which identifies the estimated cost and change in the schedule, if any, and may, if desired by BCCK, include a lump sum price proposal for such change. After discussion by BCCK and Linn, if both parties agree to the proposal, including BCCK's lump sum proposal, if applicable, then BCCK shall prepare and sign a Change Order for Linn's approval and signature.

If Linn and BCCK cannot agree on the estimated time and materials cost and change in schedule, or BCCK's lump sum proposal, if applicable, then Linn may issue a directive (a "***Change Directive***") to BCCK to proceed with the change on a time and materials basis (including the designation of the supplier of the applicable Equipment), irrespective of their difference on the estimated cost and effect on the schedule. Once the change is complete, BCCK shall advise Linn of the actual cost and actual effect on the schedule, if any. BCCK shall then prepare and sign a Change Order for Linn's approval and signature, subject to Linn's audit rights.

No adjustment to the Contract Price shall be made, except by approval by both parties of a Change Order document. Each Change Order shall set forth the change in the scope of the Equipment, schedule and to the Contract Price. Each Change Order shall also set forth the basis on which BCCK will be compensated for the change to the amount due. Change Orders are not valid until signed by both Linn and BCCK. This Agreement shall be deemed to be amended by validly issued Change Orders once signed by both parties. BCCK's and BCCK's Affiliates standard rates for work associated with a change are set forth in Schedule "B" of the Engineering and Construction Agreement.

18. Delivery

18.1 General Delivery

BCCK shall commence activities for the supply of the Equipment as soon as reasonably possible following execution of this Agreement and shall diligently pursue such activities and use its best efforts to provide the Equipment to the Job Site in order to achieve the Mechanical Completion Date for the Linn Chisholm Trail Cryogenic Gas Plant in accordance with the requirements of the Engineering and Construction Agreement. The Contract Price includes delivery of the Equipment to the Job Site, BCCK being responsible for (and having the risk of loss for) the Equipment under this Agreement until it is delivered to the Job Site, at which time BCCK and/or Linn shall be responsible for (and have the risk of loss for) the Equipment in accordance with the Engineering and Construction Agreement

19. Notices

All amendments, invoices, and notices relating to this Agreement, except technical matters, shall be in writing and delivered by prepaid certified mail, overnight courier, or E-mail forwarded to:

Linn Other Than Invoices:
Linn Midstream, LLC
14701 Hertz Quail Springs Parkway
Oklahoma City, OK 73134
ATTN: John Harrison
JHarrison@linnenergy.com

BCCK:
BCCK Engineering Incorporated
2500 N. Big Spring, Suite 230
Midland, TX 79705
ATTN: J. Melinda Hall
mhall96@BCCK.com

With a copy to:
Linn Midstream, LLC
14701 Hertz Quail Springs Parkway
Oklahoma City, OK 73134
ATTN: Bill Shanahan
BShanahan@linnenergy.com

Linn For Invoices:
Linn Midstream, LLC
14701 Hertz Quail Springs Parkway
Oklahoma City, OK 73134
ATTN: Bill Shanahan
BShanahan@linnenergy.com

With a copy of the invoice and certificate by e-mail to:
Invoice@linnenergy.com
TBeard@linnenergy.com

Any such notices mailed to such addresses shall be sent certified mail, return receipt requested duly addressed and with postage prepaid. The notice shall be effective upon receipt of such notice or first attempted delivery if not accepted. Either party may change its address for notices by notice to the other party.

20. Dispute Resolution

BCCK and Linn shall attempt to resolve a controversy or claim, whether such claim sounds in contract, tort or otherwise, arising out of or relating to this Agreement, including amendments and related agreements or the breach thereof (a "***Dispute***") by negotiation between the parties within fifteen (15) Days after the Dispute first arises. If the parties are unable to resolve the Dispute within the fifteen (15) Day period, BCCK and Linn may exercise their respective rights under this Agreement in any manner permitted by Legal Requirements.

21. Termination

21.1 Termination

i. Linn may terminate this Agreement for any reason. If Linn elects to terminate this Agreement, it, shall notify BCCK in writing, and termination will become effective as of the date of such notice unless otherwise agreed by the parties hereto.

ii. Following any termination by Linn pursuant to this **Section 21.1** other than a Termination for Cause:

a. The calculation of the Contract Price will be converted from a lump sum basis to a time and materials basis for the costs actually incurred and paid by BCCK between the Effective Date and the date notice is given of termination of this Agreement (including uncancellable commitments, man-hours charges, cancellation fees, demobilization of Subcontractors, overhead cost and expenses but only to the extent of increases in such costs and expenses caused by the termination of the Project, and any other charges directly related to the Linn Chisholm Trail Cryogenic Gas Plant), provided that BCCK shall provide Linn proof of such payment.

b. Subject to the foregoing provisions of this **Section 21.1**, the Contract Price shall be equal to the sum of:

1. The cost for Work performed by BCCK and BCCK's Affiliates shall be based on the applicable rate sheet set forth in Schedule "B" attached to the Engineering and Construction Agreement;

2. The cost for Work performed by persons and entities other than BCCK and BCCK's Affiliates shall be the actual net cost (after deducting credits, rebates, refunds and other similar amounts) paid by BCCK for such Work plus seven and one-half percent (7.5%) of the costs under this item 2.

c. BCCK may offset any part or the entire amount owed to BCCK by Linn as the result of any such early termination against any unused portion of Milestone payments received by BCCK, with the balance of such Milestone payments, if any, to be promptly refunded to Linn. If the unused portion of the Milestone payments is not sufficient to pay BCCK for the amount due, then the shortfall shall be promptly paid by Linn to BCCK. Further, title to equipment, materials, and supplies shall be promptly delivered to Linn or the amount paid by Linn for said equipment credited against the amount owed to BCCK.

iii. In the event of a Termination for Cause, Linn shall pay to (or receive from) BCCK the amount Linn is obligated to pay or receive by law, as applicable.

iv. In the event of a termination of this Agreement, BCCK shall promptly after such termination, provide Linn with any and all back-up and support documentation to calculate the amount due under this Agreement, and Linn shall have audit rights as specified in **Section 3.3**.

v. The term "***Termination for Cause***" means a termination of this Agreement by Linn (i) pursuant to **Section 21.2** below, (ii) as a result of a breach by BCCK of any of its obligations under this Agreement, or (iii) a Termination for Cause of the Engineering and Construction Agreement (as defined therein).

21.2 Termination for Bankruptcy or Insolvency

Either party may terminate this Agreement immediately upon written notice given to the other party in the event of:

i. The entry against such other party of a decree or unstayed order by a court of competent jurisdiction for relief under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or other similar law, or the appointment of a receiver, liquidator, assignee, trustee, sequestrator or other similar official or the imposition of an order to wind up or liquidate affairs and the continuance of any such decree or order unstayed and in effect for a period of thirty (30) consecutive days; or

ii. The filing by such other party under Title 11 of the United States Code or any other applicable Federal or State bankruptcy, insolvency or other similar law of a petition for relief, or the filing under Title 11 of the United States Code or any other applicable Federal or State bankruptcy, insolvency or other similar law of an involuntary petition which remains undismissed or unstayed for a period of thirty (30) consecutive days, or the consent by either party to the filing of such a petition or the appointment of a receiver, liquidator, assignee, trustee, sequestrator or similar official or the making of an assignment for the benefit of creditors, or either party generally not paying its debts as they become due, or the admission by either party in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by either party in furtherance of any such action, or the suspension or discontinuance of operations of either party, whether or not in the normal course of business.

22. Assignment of Subcontracts

In the event of any termination of this Agreement (other than a termination by BCCK due to a default by Linn), BCCK hereby irrevocably assigns to Linn all of BCCK's interest (including BCCK's right to any deposits or pre-payments) in any and all subcontracts and purchase orders now existing or hereinafter entered into by BCCK for manufacturing/fabrication/supply of any part of the Equipment or components thereof which assignment will be effective upon acceptance by Linn in writing and only as to those subcontracts and purchase orders which Linn designates in writing from time to

time. BCCK shall use reasonable efforts to include provisions in all subcontracts and purchase orders which provide that such subcontracts and purchase orders are freely assignable by BCCK to Linn who shall only be liable for work done or materials supplied after the date that Linn notifies the applicable Subcontractor (including suppliers) of Linn's acceptance of assignment thereof and agreement to assume all obligations of BCCK thereunder from and after the date of assignment.

23. Miscellaneous

a. BCCK shall be an independent contractor with respect to the supply of Equipment pursuant to this Agreement, and neither BCCK nor any of BCCK's Personnel shall be deemed for any purpose to be the employee, agent, servant or representative of Linn. All responsibilities undertaken by BCCK in connection with the supply of the Equipment, including those concerning BCCK's Personnel, shall be undertaken in the name of BCCK and not in the name or for the account of Linn. Furthermore, neither BCCK nor anyone used or employed by BCCK will have any authority to bind Linn to any third parties without specific written authority from Linn. Neither BCCK nor anyone used or employed by BCCK will have any right to any pension or welfare plans, including, without limitation, savings, retirement, medical, dental, insurance, or vacation plans sponsored by Linn.

b. Neither BCCK nor any of BCCK's Personnel shall, without the prior written consent of Linn: (a) make or issue any public announcement or statement with respect to the Project or the terms of this Agreement, (b) supply to the press or other news media any information, photographs, or data related to the Project or this Agreement, or (c) use Linn's name, any Linn trademark, or any Linn logo in any BCCK materials, including without limitation, advertisements, websites, calendars, brochures or presentations.

c. No covenant or condition of this Agreement can be changed except by the mutual written consent of Linn and BCCK. Except as otherwise expressly provided herein, the remedies afforded to the parties in this Agreement are not intended to be exclusive, and each remedy shall be cumulative and shall be in addition to all other remedies available to the parties at law or in equity. No delay or omission by either party in exercising any rights or remedies under this Agreement or applicable Legal Requirements shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by the party to be bound.

d. **THIS AGREEMENT AND ANY ISSUES RELATED TO IT (INCLUDING, WITHOUT LIMITATION, THE VALIDITY, ENFORCEABILITY, INTERPRETATION, AND CONSTRUCTION OF THIS AGREEMENT AND ANY ISSUES RELATED TO IT) SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO CONFLICT OF LAW RULES) AND THE LAWS OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN TEXAS, EXCEPT THAT ANY ISSUES RELATING TO MECHANIC'S AND MATERIALMEN'S LIENS SHALL BE GOVERNED BY THE LAW OF OKLAHOMA.**

e. **THE PARTIES AGREE THAT HARRIS COUNTY, TEXAS IS PROPER VENUE FOR ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY UNDER, IN CONNECTION WITH, OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE. ANY ACTION OR PROCEEDING MUST BE BROUGHT IN ANY STATE OR FEDERAL COURT IN SUCH COUNTY TO THE EXTENT NOT PROHIBITED BY APPLICABLE LEGAL REQUIREMENTS. TO THE EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, THE PARTIES IRREVOCABLY (A) SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND (B) WAIVES ALL OBJECTION AND DEFENSES HE MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT OR THAT ANY SUCH COURT IS AN INCONVENIENT FORUM.**

f. The agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors, successors-in-interest, and permitted assigns.

g. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and agree that this Agreement and any exhibits or schedules to this Agreement shall be given a fair and reasonable construction in accordance with the intentions of the parties to this Agreement without employing the rule of construction that any ambiguities are to be resolved against the drafting party.

h. The captions, headings, and arrangement of the articles, sections, and paragraphs in this Agreement are for convenience only, do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement and shall not be taken into account in determining the meaning of any provisions of this Agreement. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders.

i. In any legal action, proceeding, or other dispute arising out of or related to this Agreement the Prevailing Party in any such action, proceeding, or dispute shall be entitled to recover from the non-Prevailing Party all reasonable attorneys' fees, court costs, and other costs and expenses incurred by the Prevailing Party in connection with such action, proceeding, or dispute. The term "***Prevailing Party***" means the party whose position is selected, awarded, or successful (regardless of whether damages are awarded). In the case where both parties prevail on different claims, the Prevailing Party shall be the party that is more successful.

j. This Agreement contains the full agreement between the Parties. Except as stated in this Agreement, no representation or promise has been made by either party to the other as an inducement to enter into this Agreement.

24. Counterpart Execution

This Agreement may be executed in one or more counterparts (including by means of telecopied signature pages or signature pages delivery by electronic transmission in portable document format (pdf), all of which taken together shall constitute one and the same instrument. This Agreement to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such instrument, each other party shall re-execute original forms thereof and deliver them to all of the parties. No party hereto or to any such instrument shall raise the use of a facsimile machine or electronic transmission in portable document format (pdf) to deliver a signature or the fact that any signature or instrument was transmitted or communicated through the use of a facsimile machine or electronic transmission in portable document format (pdf) as a defense to the formation of a contract and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

Time is of the essence with respect to the dates and times set forth in this Agreement. Executed this 13th day of June, 2017.

LINN MIDSTREAM, LLC

By: /s/ Mark E. Ellis
Printed Name: Mark Ellis
Title: Chief Executive Officer

Address: 600 Travis, Suite 1400
Houston, TX 77002

BCCK ENGINEERING INCORPORATED

By: /s/ Gregory L. Hall
Printed Name: Gregory L. Hall
Title: Executive VP

Address: 2500 N. Big Spring
Midland, TX 79705

Exhibit 10.12

CONTRIBUTION AGREEMENT
BY AND AMONG
LINN ENERGY HOLDINGS, LLC, LINN OPERATING, LLC,
CITIZEN ENERGY II, LLC
AND
ROAN RESOURCES LLC
DATED JUNE 27, 2017

TABLE OF CONTENTS

ARTICLE 7
REPRESENTATIONS AND WARRANTIES OF LINN

ARTICLE 8
REPRESENTATIONS AND WARRANTIES OF CITIZEN

APPENDICES:

EXHIBITS:

SCHEDULES:

Schedule 7.16	—	Linn Royalty Issues
Schedule 7.17	—	Linn Imbalances
Schedule 7.18	—	Linn AFEs
Schedule 7.19	—	Linn Plugged Wells
Schedule 7.20	—	Linn Calls on Production
Schedule 7.25	—	Linn Bonds
Schedule 7.26	—	Dedications
Schedule 7.27	—	AMIs
Schedule 7.28	—	Casualty Losses
Schedule 8.6	—	Citizen Litigation
Schedule 8.8	—	Certain Citizen Tax Issues
Schedule 8.11	—	Citizen Consents
Schedule 8.12	—	Citizen Preferential Purchase Rights
Schedule 8.13(a)	—	Citizen Material Contracts
Schedule 8.13(b)	—	Certain Issues Relating to Citizen Material Contracts
Schedule 8.14	—	Citizen Environmental Matters
Schedule 8.15	—	Citizen Non-Consent Elections
Schedule 8.16	—	Citizen Royalty Issues
Schedule 8.17	—	Citizen Imbalances
Schedule 8.18	—	Citizen AFEs
Schedule 8.19	—	Citizen Plugged Wells
Schedule 8.20	—	Citizen Calls on Production
Schedule 8.25	—	Citizen Bonds
Schedule 8.26	—	Dedications
Schedule 8.27	—	AMIs
Schedule 8.28	—	Casualty Losses
Schedule 10.1(a)	—	Linn Interim Period Operations
Schedule 10.2(a)	—	Citizen Interim Period Operations

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "***Agreement***") is dated as of June 27, 2017 (the "***Execution Date***"), by and among Linn Energy Holdings, LLC, a Delaware limited liability company ("***LEH***"), Linn Operating, LLC, a Delaware limited liability company ("***LOI***", and together with LEH, "***Linn***"), Citizen Energy II, LLC, an Oklahoma limited liability company ("***Citizen***" and each of Linn and Citizen, a "***Transacting Party***" and collectively, the "***Transacting Parties***") and Roan Resources LLC, a Delaware limited liability company (the "***Company***", and each of the Company, Linn and Citizen, a "***Party***", and collectively, the "***Parties***").

RECITALS:

A. WHEREAS, Linn owns certain interests in oil and gas properties, rights and related assets that are defined and described herein as the Linn Assets.

B. WHEREAS, Citizen owns certain interests in oil and gas properties, rights and related assets that are defined and described herein as the Citizen Assets.

C. WHEREAS, Linn and its Affiliates own and operate certain plants, gathering systems and related midstream infrastructure defined and described herein as "Linn Excluded Midstream Assets" that are not part of the Linn Assets and are to be treated as Linn Excluded Assets for all purposes of this Agreement.

D. WHEREAS, on May 13, 2017, the Transacting Parties formed the Company.

E. WHEREAS, at the Closing, Linn shall contribute to the Company the Linn Assets in exchange for the issuance by the Company to Linn of certain equity interests in the Company; and

F. WHEREAS, at the Closing, Citizen shall contribute to the Company the Citizen Assets in exchange for the issuance by the Company to Citizen of certain equity interests in the Company.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, representations, warranties, covenants, conditions and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound by the terms hereof, agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

Section 1.1 Defined Terms. Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meanings set forth in Appendix A.

Section 1.2 References and Rules of Construction. In this Agreement, except as otherwise expressly provided herein: (a) pronouns in the masculine, feminine and neuter genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa; (b) the term "including" shall be construed to be expansive rather than limiting in nature and to mean "including, without limitation;" (c) references to Articles and Sections refer to Articles and Sections of this Agreement; (d) the words "this Agreement," "herein," "hereof," "hereby," "hereunder" and words of similar import refer to this Agreement as a whole, including the Appendix, Exhibits and Schedules attached to this Agreement, and not to any particular subdivision unless expressly so limited; (e) references in any Article or Section or definition to any clause means such clause of such Article, Section or definition; (f) references to the Appendix, Exhibits and Schedules are to the items attached hereto as the described Appendix, Exhibits or Schedules hereto, each of which is hereby incorporated herein and made a part of this Agreement for all purposes as if set forth in full herein; (g) references to dollars or money refer to the lawful currency of the United States; (h) references to "federal" or "Federal" mean U.S. federal or U.S. Federal, respectively; (i) references to the "IRS" or the "Internal Revenue Service" refer to the United States Internal Revenue Service; (j) references to "Revenue Procedures," or "Revenue Rulings" refer to Revenue Procedures or Revenue Rulings, respectively, published by the Internal Revenue Service; (k) references to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified (including any waiver or consent) and in effect from time to time in accordance with the terms thereof; and (l) references to any Law means such Law as amended, modified, codified, reenacted or replaced and in effect from time to time. The Table of Contents and the Article and Section titles and headings in this Agreement are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

ARTICLE 2
CONTRIBUTION

Section 2.1 Contribution. At the Closing, subject to the terms and conditions of this Agreement: (a) Linn shall contribute to the Company the Linn Assets; and (b) Citizen shall contribute to the Company the Citizen Assets.

ARTICLE 3
CONSIDERATION

Section 3.1 Consideration.

(a) Linn Consideration. Subject to the terms and conditions of this Agreement, the aggregate consideration for the contribution of the Linn Assets shall be the issuance by the Company to Linn at Closing of an aggregate of 1,500,000,000 Units of the Company having an agreed aggregate value as of Closing of $1,500,000,000 (the "***Initial Linn Agreed Value***") and a per Unit value of $1.00, which aggregate value represents the value of the Linn Assets (the "***Linn Consideration Units***", and together with the Citizen Consideration Units, the "***Total Consideration***").

(b) Citizen Consideration. Subject to the terms and conditions of this Agreement, the aggregate consideration for the contribution of the Citizen Assets shall be the issuance by the Company to Citizen at Closing of an aggregate of 1,500,000,000 Units of the Company having an agreed aggregate value as of Closing of $1,500,000,000 (the "***Initial Citizen Agreed Value***") and a per Unit value of $1.00, which aggregate value represents the value of the Citizen Assets (the "***Citizen Consideration Units***").

Section 3.2 Linn Adjustments.

(a) Adjustments to Initial Linn Agreed Value.

(i) The Linn Consideration Units shall be adjusted pursuant to Section 3.2(b) based on the following adjustments to the Initial Linn Agreed Value:

(A) upward by an amount equal to the value (using the per MMBtu or per barrel value, as applicable, set forth in subparagraph (E) below) of all (I) Hydrocarbons attributable to the Linn Leases and/or Linn Wells in pipelines or in tanks above the pipeline sales connection, in each case, as of the Effective Time, plus (II) the unsold inventory of gas products attributable to the Linn Leases and/or Linn Wells as of the Effective Time, in each case such value to be based upon the arms-length contract price in effect as of the Effective Time (or if no such arms-length contract is in effect, the market value in the area as of the Effective Time), less (1) amounts payable as royalties, overriding royalties and other burdens upon, measured by or payable out of such production and (2) severance Taxes deducted by the purchaser of such production;

(B) upward by an amount equal to all Property Expenses paid by Linn to Third Parties and those costs and expenses paid by Linn to Linn Midstream, LLC pursuant to that certain Amended and Restated Linn Midstream Agreement (excluding, however, those Liabilities set forth in items (a) through (j) in the definition of "Property Expenses", and excluding any costs or expenses for which Linn is obligated to indemnify Citizen or the Company, and also excluding any of Linn's costs and expenses related to the transactions contemplated in this Agreement, or to any legal fees, investment banker fees and consultant and advisor fees relating thereto, and also excluding any costs or expenses associated with any Linn Casualty Losses) that are attributable to the ownership or operation of the Linn Assets from and after the Effective Time (whether paid before or after the Effective Time);

(C) upward by the amount of all Asset Taxes prorated to the Company in accordance with Article 16 but paid or payable by Linn;

(D) upward in accordance with Section 4.2(e)(iv);

(E) to the extent that Linn maintains an under produced Well Imbalance with respect to any Linn Well as of the Effective Time *and* the over produced parties are not Affiliates of Linn, upward by the sum of the product of the following for each such Linn Well: (A) the under produced volumes for such Linn Well as of the Effective Time times (B) $2.71/MMBtu for gaseous Hydrocarbons, and an amount equal to the product of (x) the under produced volumes times (y) $45.00/Bbl for oil, or $22.50/Bbl for natural gas liquids, as applicable;

(F) to the extent that Linn maintains an under delivered Pipeline Imbalance with respect to any Linn Contract as of the Effective Time *and* none of the other parties to such Linn Contract are Affiliates of Linn, upward by the sum of the product of the following for each such Linn Contract: (A) the under delivered volumes for such Linn Contract as of the Effective Time times (B) $2.71/MMBtu for gaseous Hydrocarbons, and an amount equal to the product of (x) the under delivered volumes times (y) $45.00/Bbl for oil, or $22.50/Bbl for natural gas liquids, as applicable;

(G) to the extent that Linn maintains an over produced Well Imbalance with respect to any Linn Well as of the Effective Time *and* the under produced parties are not Affiliates of Linn, downward by the sum of the product of the following for each such Linn Well: (A) the over produced volumes for such Linn Well as of the Effective Time times (B) $2.71/MMBtu for gaseous Hydrocarbons, and an amount equal to the product of (x) the over produced volumes times (y) $45.00/Bbl for oil, or $22.50/Bbl for natural gas liquids, as applicable;

(H) to the extent that Linn maintains an over delivered Pipeline Imbalance with respect to any Linn Contract as of the Effective Time *and* none of the other parties to such Linn Contract are Affiliates of Linn, downward by the sum of the product of the following for each such Linn Contract: (A) the over delivered volumes for such Linn Contract as of the Effective Time times (B) $2.71/MMBtu for gaseous Hydrocarbons, and an amount equal to the product of (x) the over delivered volumes times (y) $45.00/Bbl for oil, or $22.50/Bbl for natural gas liquids, as applicable;

(I) downward by an amount equal to the Linn Suspense Funds;

(J) downward by an amount equal to all proceeds received by Linn attributable to the ownership or operation of the Linn Assets from and after the Effective Time, including the sale of Hydrocarbons produced from the Linn Assets or allocable thereto, net of any sales, excise or similar Taxes in connection therewith not reimbursed to Linn or its Affiliates, as applicable, by a Third Party purchaser;

(K) downward by the amount of all Asset Taxes prorated to Linn in accordance with Article 16 but paid or payable by the Company;

(L) downward in accordance with Section 4.2(d) (but subject always to Section 4.2(e));

(M) downward in accordance with Section 4.5(b);

(N) downward in accordance with Section 4.5(e);

(O) downward in accordance with Section 4.7(b);

(P) downward in accordance with Section 6.1(b); and

(Q) as otherwise adjusted in accordance with any other provisions of this Agreement.

(ii) No adjustment may be accounted for in more than one of Section 3.2(a)(i)(A) through Section 3.2(a)(i)(Q).

(iii) Not less than five (5) Business Days prior to Closing, Linn shall prepare and submit to Citizen for review a draft settlement statement (the "***Linn Closing Settlement Statement***") calculating the adjustments (if any) to the Initial Linn Agreed Value determined by Linn in good faith in accordance with Section 3.2(a)(i). Within three (3) Business Days after receipt of the Linn Closing Settlement Statement, Citizen has the right to deliver to Linn a written report containing all changes with the explanation therefor that Citizen proposes to be made to the Linn Closing Settlement Statement, and Linn shall consider such proposed changes in good faith. The Linn Closing Settlement Statement, as agreed upon by the Transacting Parties, will be used to adjust the Initial Linn Agreed Value at Closing; provided that if the Transacting Parties do not agree upon an adjustment set forth in the Linn Closing Settlement Statement, then the amount of such adjustment used to adjust the Initial Linn Agreed Value at Closing shall be that amount set forth in the draft Linn Closing Settlement Statement delivered by Linn to Citizen pursuant to this Section 3.2(a)(iii). The aggregate dollar amount of the adjustments to the Initial Linn Agreed Value as set forth in the Linn Closing Settlement Statement is hereinafter referred to as the "***Preliminary Linn Adjustment Amount***".

(b) Adjustments to Linn Consideration Units.

(i) If the Preliminary Linn Adjustment Amount is a positive amount (the "***Positive Linn Adjustment Amount***"), the number of Linn Consideration Units to be issued to Linn at Closing shall be increased by one Linn Consideration Unit for every $1.00 of Positive Linn Adjustment Amount. If the Preliminary Linn Adjustment Amount is a negative amount (the "***Negative Linn Adjustment Amount***"), the number of Linn Consideration Units to be issued to Linn at Closing shall be decreased by one Linn Consideration Unit for every $1.00 of Negative Linn Adjustment Amount. If the Preliminary Linn Adjustment Amount is zero dollars, the Linn Consideration Units shall not be adjusted pursuant to this Section 3.2(b)(i). The number of Linn Consideration Units to be issued to Linn at Closing, as may be adjusted pursuant to this Section 3.2(b), is hereinafter referred to as the "***Closing Linn Consideration Units***."

(ii) As soon as reasonably practicable after the Closing but not later than the first (1st) Business Day following the expiration of one hundred fifty (150) days following the Closing, Citizen shall prepare and deliver to Linn a draft statement (the "***Post-Closing Citizen Statement***") setting forth the final calculation of the proposed adjustment to the Preliminary Linn Adjustment Amount. As soon as reasonably practicable, but not later than the first (1st) Business Day following the expiration of thirty (30) days following receipt of the Post-Closing Citizen Statement, Linn shall deliver to Citizen a written report (a "***Linn Adjustment***

Notice") containing any changes that Linn proposes be made in such statement. Citizen shall be deemed to have accepted and agreed to all items and amounts in the Preliminary Linn Adjustment Amount (and the Linn Closing Settlement Statement) except to the extent Citizen timely delivers to Linn the Post-Closing Citizen Statement. Linn shall be deemed to have accepted and agreed to all items and amounts included in the Post-Closing Citizen Statement other than such matters and amounts that are proposed to be changed in the Linn Adjustment Notice timely delivered to Citizen.

(iii) If Citizen fails to deliver timely to Linn the Post-Closing Citizen Statement, the Closing Linn Consideration Units shall not be subject to further adjustment under this Section 3.2 and the Preliminary Linn Adjustment Amount shall constitute the "***Final Linn Adjustment Amount***" and such Final Linn Adjustment Amount shall be conclusive and binding on the Parties. If Linn fails to deliver timely to Citizen the Linn Adjustment Notice, the final calculation of the proposed adjustment to the Preliminary Linn Adjustment Amount as set forth in the Post-Closing Citizen Statement shall constitute the "***Final Linn Adjustment Amount***" and such Final Linn Adjustment Amount shall be conclusive and binding on the Parties. Notwithstanding the foregoing provisions of this Section 3.2(b)(iii), nothing in this Section 3.2 is a limitation on any other adjustment to the Closing Linn Consideration Units provided under the other provisions of this Agreement or the LLC Agreement.

(iv) The Transacting Parties shall undertake to agree on the adjustments, if any, to the Preliminary Linn Adjustment Amount no later than ten (10) Business Days after Linn's timely delivery of the Linn Adjustment Notice to Citizen. If the Transacting Parties mutually agree in writing within such ten (10) Business Days that (x) no adjustments shall be made to the Preliminary Linn Adjustment Amount or (y) they agree in writing to all adjustments to such amount within such ten (10) Business Days, the Preliminary Linn Adjustment Amount (as it may be so adjusted as provided in clause (y)) shall constitute the "***Final Linn Adjustment Amount***" and such Final Linn Adjustment Amount shall be conclusive and binding on the Parties. If the Final Linn Adjustment Amount is not determined during such ten (10) Business Day period, then Deloitte (the "***Dispute Auditor***") shall resolve any disagreements with respect thereto. Should Deloitte fail or refuse to agree to serve as Dispute Auditor within ten (10) Business Days after written request from either Transacting Party to serve, and the Transacting Parties fail to agree in writing on a replacement Dispute Auditor within five (5) Business Days after the end of that ten (10) Business Day period, or should no replacement Dispute Auditor agree to serve within fifteen (15) days after the original written request pursuant to this sentence, the Dispute Auditor shall be appointed by the Dallas, Texas office of the American Arbitration Association. In connection with the engagement of the Dispute Auditor, each of the Transacting Parties shall execute such engagement, indemnity and other agreements as the Dispute Auditor shall reasonably require as a condition to such engagement. The Dispute Auditor shall determine as promptly as practicable, but in any event within thirty (30) days after the selection of the Dispute Auditor, based solely on written submissions provided by the Transacting Parties to the Dispute Auditor (and without independent investigation on the part of the Dispute Auditor) within ten (10) Business Days following the Dispute Auditor's selection, whether and to what extent (if any) the Linn Adjustment Notice requires adjustment. In resolving any disputed item, the Dispute Auditor shall act as an expert and not an arbitrator, and shall resolve only the items set forth in the Linn Adjustment Notice that are still in dispute and may not assign a value to any item greater than the highest value for such item claimed by either Transacting Party or less than the lowest value for

such item claimed by either Transacting Party. The fees and expenses of the Dispute Auditor shall be paid by 50% by Linn and 50% by Citizen. The determination by the Dispute Auditor of adjustments (if any) to the Preliminary Linn Adjustment Amount shall be final, conclusive and binding on the Parties. The Preliminary Linn Adjustment Amount, as it may be adjusted by the Dispute Auditor and as otherwise agreed in writing by the Transacting Parties, shall constitute the "***Final Linn Adjustment Amount***" and such Final Linn Adjustment Amount shall be conclusive and binding on the Parties.

(v) The date on which the Final Linn Adjustment Amount is finally determined in accordance with this Section 3.2(b) is hereinafter referred to as the "***Final Linn Adjustment Determination Date***."

(vi)

(A) If the Final Linn Adjustment Amount is greater than the Preliminary Linn Adjustment Amount (the positive difference, the "***Increased Linn Amount***"), then the Company shall issue to Linn one additional Linn Consideration Unit (without the payment of any consideration therefor) for every $1.00 of Increased Linn Amount.

(B) If the Preliminary Linn Adjustment Amount is greater than the Final Linn Adjustment Amount (the positive difference, the "***Decreased Linn Amount***"), then the number of Closing Linn Consideration Units shall be reduced one Linn Consideration Unit for every $1.00 of Decreased Linn Amount.

(C) If the sum of the Initial Citizen Agreed Value and the Final Citizen Adjustment Amount (the "***Relevant Citizen Value***") is greater than the sum of the Initial Linn Agreed Value and the Final Linn Adjustment Amount (the "***Relevant Linn Value***") (such positive difference between the Relevant Citizen Value *minus* the Relevant Linn Value, the "***Linn Delta Value***"), then on or before ten (10) Business Days after the later to occur of the Final Linn Adjustment Determination Date or the Final Citizen Adjustment Determination Date, Linn shall have a one-time optional right (but not an obligation) to contribute to the Company an amount of cash and/or agreed value (through the contribution of Linn Additional Leases, which value shall be computed as described in Section 4.2(e)(vii), and otherwise in accordance with the provisions of Section 4.2(e) below (to the extent Linn Additional Leases are used for this purpose, they are herein referred to as "***Linn True-Up Leases***")) up to an amount equal to the Linn Delta Value, and the Company shall issue one additional Closing Linn Consideration Unit for every $1.00 so contributed to the Company by Linn pursuant to this Section 3.2(b)(vi)(C). If the Relevant Citizen Value is less than the Relevant Linn Value, this Section shall not apply.

(vii) Citizen shall assist Linn in the preparation of the Linn Adjustment Notice and reviewing and verifying the Post-Closing Citizen Statement by furnishing invoices, receipts, reasonable access to personnel and such other assistance as may be reasonably requested by Linn in connection therewith.

Section 3.3 Citizen Adjustments.

(a) Adjustments to Initial Citizen Agreed Value.

(i) The Citizen Consideration Units shall be adjusted pursuant to Section 3.3(b) based on the following adjustments to the Initial Citizen Agreed Value:

(A) upward by an amount equal to the value (using the per MMBtu or per barrel value, as applicable, set forth in subparagraph (E) below) of all (I) Hydrocarbons attributable to the Citizen Leases and/or Citizen Wells in pipelines or in tanks above the pipeline sales connection, in each case, as of the Effective Time, plus (II) the unsold inventory of gas products attributable to the Citizen Leases and/or Citizen Wells as of the Effective Time, in each case such value to be based upon the arms-length contract price in effect as of the Effective Time (or if no such arms-length contract is in effect, the market value in the area as of the Effective Time), less (1) amounts payable as royalties, overriding royalties and other burdens upon, measured by or payable out of such production and (2) severance Taxes deducted by the purchaser of such production;

(B) upward by an amount equal to all Property Expenses paid by Citizen to Third Parties (excluding, however, those Liabilities set forth in items (a) through (j) in the definition of "Property Expenses", and excluding any costs or expenses for which Citizen is obligated to indemnify Linn or the Company, and also excluding any of Citizen's costs and expenses related to the transactions contemplated in this Agreement, or to any legal fees, investment banker fees and consultant and advisor fees relating thereto, and also excluding any costs or expenses associated with any Citizen Casualty Losses) that are attributable to the ownership or operation of the Citizen Assets from and after the Effective Time (whether paid before or after the Effective Time);

(C) upward by the amount of all Asset Taxes prorated to the Company in accordance with Article 16 but paid or payable by Citizen;

(D) upward in accordance with Section 4.3(e)(iv);

(E) to the extent that Citizen maintains an under produced Well Imbalance with respect to any Citizen Well as of the Effective Time *and* the over produced parties are not Affiliates of Citizen, upward by the sum of the product of the following for each such Citizen Well: (A) the under produced volumes for such Citizen Well as of the Effective Time times (B) $2.71/MMBtu for gaseous Hydrocarbons, and an amount equal to the product of (x) the under produced volumes times (y) $45.00/Bbl for oil, or $22.50/Bbl for natural gas liquids, as applicable;

(F) to the extent that Citizen maintains an under delivered Pipeline Imbalance with respect to any Citizen Contract as of the Effective Time *and* none of the other parties to such Citizen Contract are Affiliates

of Citizen, upward by the sum of the product of the following for each such Citizen Contract: (A) the under delivered volumes for such Citizen Contract as of the Effective Time times (B) $2.71/MMBtu for gaseous Hydrocarbons, and an amount equal to the product of (x) the under delivered volumes times (y) $45.00/Bbl for oil, or $22.50/Bbl for natural gas liquids, as applicable;

(G) to the extent that Citizen maintains an over produced Well Imbalance with respect to any Citizen Well as of the Effective Time *and* the under produced parties are not Affiliates of Citizen, downward by the sum of the product of the following for each such Citizen Well: (A) the over produced volumes for such Citizen Well as of the Effective Time times (B) $2.71/MMBtu for gaseous Hydrocarbons, and an amount equal to the product of (x) the over produced volumes times (y) $45.00/Bbl for oil, or $22.50/Bbl for natural gas liquids, as applicable;

(H) to the extent that Citizen maintains an over delivered Pipeline Imbalance with respect to any Citizen Contract as of the Effective Time *and* none of the other parties to such Citizen Contract are Affiliates of Citizen, downward by the sum of the product of the following for each such Citizen Contract: (A) the over delivered volumes for such Citizen Contract as of the Effective Time times (B) $2.71/MMBtu for gaseous Hydrocarbons, and an amount equal to the product of (x) the over delivered volumes times (y) $45.00/Bbl for oil, or $22.50/Bbl for natural gas liquids, as applicable;

(I) downward by an amount equal to the Citizen Suspense Funds;

(J) downward by an amount equal to all proceeds received by Citizen attributable to the ownership or operation of the Citizen Assets from and after the Effective Time, including the sale of Hydrocarbons produced from the Citizen Assets or allocable thereto, net of any sales, excise or similar Taxes in connection therewith not reimbursed to Citizen or its Affiliates, as applicable, by a Third Party purchaser;

(K) downward by the amount of all Asset Taxes prorated to Citizen in accordance with Article 16 but paid or payable by the Company;

(L) downward in accordance with Section 4.3(d) (but subject always to Section 4.3(e));

(M) downward in accordance with Section 4.6(b);

(N) downward in accordance with Section 4.6(e);

(O) downward in accordance with Section 4.7(c);

(P) downward in accordance with Section 6.1(b); and

(Q) as otherwise adjusted in accordance with any other provisions of this Agreement.

(ii) No adjustment may be accounted for in more than one of Section 3.3(a)(i)(A) through Section 3.3(a)(i)(Q).

(iii) Not less than five (5) Business Days prior to Closing, Citizen shall prepare and submit to Linn for review a draft settlement statement (the "***Citizen Closing Settlement Statement***") calculating the adjustments (if any) to the Initial Citizen Agreed Value determined by Citizen in good faith in accordance with Section 3.3(a)(i). Within three (3) Business Days after receipt of the Citizen Closing Settlement Statement, Linn has the right to deliver to Citizen a written report containing all changes with the explanation therefor that Linn proposes to be made to the Citizen Closing Settlement Statement, and Citizen shall consider such proposed changes in good faith. The Citizen Closing Settlement Statement, as agreed upon by the Transacting Parties, will be used to adjust the Initial Citizen Agreed Value at Closing; provided that if the Transacting Parties do not agree upon an adjustment set forth in the Citizen Closing Settlement Statement, then the amount of such adjustment used to adjust the Initial Citizen Agreed Value at Closing shall be that amount set forth in the draft Citizen Closing Settlement Statement delivered by Citizen to Linn pursuant to this Section 3.3(a)(iii). The aggregate dollar amount of the adjustments to the Initial Citizen Agreed Value as set forth in the Citizen Closing Settlement Statement is hereinafter referred to as the "***Preliminary Citizen Adjustment Amount***".

(b) Adjustments to Citizen Consideration Units.

(i) If the Preliminary Citizen Adjustment Amount is a positive amount (the "***Positive Citizen Adjustment Amount***"), the number of Citizen Consideration Units to be issued to Citizen at Closing shall be increased by one Citizen Consideration Unit for every $1.00 of Positive Citizen Adjustment Amount. If the Preliminary Citizen Adjustment Amount is a negative amount (the "***Negative Citizen Adjustment Amount***"), the number of Citizen Consideration Units to be issued to Citizen at Closing shall be decreased by one Citizen Consideration Unit for every $1.00 of Negative Citizen Adjustment Amount. If the Preliminary Citizen Adjustment Amount is zero dollars, the Citizen Consideration Units shall not be adjusted pursuant to this Section 3.3(b)(i). The number of Citizen Consideration Units to be issued to Citizen at Closing, as may be adjusted pursuant to this Section 3.3(b), is hereinafter referred to as the "***Closing Citizen Consideration Units***."

(ii) As soon as reasonably practicable after the Closing but not later than the first (1st) Business Day following the expiration of one hundred fifty (150) days following the Closing, Linn shall prepare and deliver to Citizen a draft statement (the "***Post-Closing Linn Statement***") setting forth the final calculation of the proposed adjustment to the Preliminary Citizen Adjustment Amount. As soon as reasonably practicable, but not later than the first (1st) Business Day following the expiration of thirty (30) days following receipt of the Post-Closing Linn Statement, Citizen shall deliver to Linn a written report (a "***Citizen Adjustment Notice***") containing any changes that Citizen proposes be made in such statement.

Linn shall be deemed to have accepted and agreed to all items and amounts in the Preliminary Citizen Adjustment Amount (and the Citizen Closing Settlement Statement) except to the extent Linn timely delivers to Citizen the Post-Closing Linn Statement. Citizen shall be deemed to have accepted and agreed to all items and amounts included in the Post-Closing Linn Statement other than such matters and amounts that are proposed to be changed in the Citizen Adjustment Notice timely delivered to Linn.

(iii) If Linn fails to deliver timely to Citizen the Post-Closing Linn Statement, the Closing Citizen Consideration Units shall not be subject to further adjustment under this Section 3.3 and the Preliminary Citizen Adjustment Amount shall constitute the "***Final Citizen Adjustment Amount***" and such Final Citizen Adjustment Amount shall be conclusive and binding on the Parties. If Citizen fails to deliver timely to Linn the Citizen Adjustment Notice, the final calculation of the proposed adjustment to the Preliminary Citizen Adjustment Amount as set forth in the Post-Closing Linn Statement shall constitute the "***Final Citizen Adjustment Amount***" and such Final Citizen Adjustment Amount shall be conclusive and binding on the Parties. Notwithstanding the foregoing provisions of this Section 3.3(b)(iii), nothing in this Section 3.3 is a limitation on any other adjustment to the Closing Citizen Consideration Units provided under the other provisions of this Agreement or the LLC Agreement.

(iv) The Transacting Parties shall undertake to agree on the adjustments, if any, to the Preliminary Citizen Adjustment Amount no later than ten (10) Business Days after Citizen's timely delivery of the Citizen Adjustment Notice to Linn. If the Transacting Parties mutually agree in writing within such ten (10) Business Days that (x) no adjustments shall be made to the Preliminary Citizen Adjustment Amount or (y) they agree in writing to all adjustments to such amount within such ten (10) Business Days, the Preliminary Citizen Adjustment Amount (as it may be so adjusted as provided in clause (y)) shall constitute the "***Final Citizen Adjustment Amount***" and such Final Citizen Adjustment Amount shall be conclusive and binding on the Parties. If the Final Citizen Adjustment Amount is not determined during such ten (10) Business Day period, then Deloitte, as the Dispute Auditor, shall resolve any disagreements with respect thereto. Should Deloitte fail or refuse to agree to serve as Dispute Auditor within ten (10) Business Days after written request from either Transacting Party to serve, and the Transacting Parties fail to agree in writing on a replacement Dispute Auditor within five (5) Business Days after the end of that ten (10) Business Day period, or should no replacement Dispute Auditor agree to serve within fifteen (15) days after the original written request pursuant to this sentence, the Dispute Auditor shall be appointed by the Dallas, Texas office of the American Arbitration Association. In connection with the engagement of the Dispute Auditor, each of the Transacting Parties shall execute such engagement, indemnity and other agreements as the Dispute Auditor shall reasonably require as a condition to such engagement. The Dispute Auditor shall determine as promptly as practicable, but in any event within thirty (30) days after the selection of the Dispute Auditor, based solely on written submissions provided by the Transacting Parties to the Dispute Auditor (and without independent investigation on the part of the Dispute Auditor) within ten (10) Business Days following the Dispute Auditor's selection, whether and to what extent (if any) the Citizen Adjustment Notice requires adjustment. In resolving any disputed item, the Dispute Auditor shall act as an expert and not an arbitrator, and shall resolve only the items set forth in the Citizen Adjustment Notice that are still in dispute and may not assign a value to any item greater than the highest value for such item claimed by either Transacting Party or less than

the lowest value for such item claimed by either Transacting Party. The fees and expenses of the Dispute Auditor shall be paid by 50% by Citizen and 50% by Linn. The determination by the Dispute Auditor of adjustments (if any) to the Preliminary Citizen Adjustment Amount shall be final, conclusive and binding on the Parties. The Preliminary Citizen Adjustment Amount, as it may be adjusted by the Dispute Auditor and as otherwise agreed in writing by the Transacting Parties, shall constitute the "***Final Citizen Adjustment Amount***" and such Final Citizen Adjustment Amount shall be conclusive and binding on the Parties.

(v) The date on which the Final Citizen Adjustment Amount is finally determined in accordance with this Section 3.3(b) is hereinafter referred to as the "***Final Citizen Adjustment Determination Date***."

(vi)

(A) If the Final Citizen Adjustment Amount is greater than the Preliminary Citizen Adjustment Amount (the positive difference, the "***Increased Citizen Amount***"), then the Company shall issue to Citizen one additional Citizen Consideration Unit (without the payment of any consideration therefor) for every $1.00 of Increased Citizen Amount.

(B) If the Preliminary Citizen Adjustment Amount is greater than the Final Citizen Adjustment Amount (the positive difference, the "***Decreased Citizen Amount***"), then the number of Closing Citizen Consideration Units shall be reduced one Citizen Consideration Unit for every $1.00 of Decreased Citizen Amount.

(C) If the Relevant Linn Value is greater than the Relevant Citizen Value (such positive difference between the Relevant Linn Value *minus* the Relevant Citizen Value, the "***Citizen Delta Value***"), then on or before ten (10) Business Days after the later to occur of the Final Citizen Adjustment Determination Date or the Final Linn Adjustment Determination Date, Citizen shall have a one-time optional right (but not an obligation) to contribute to the Company an amount of cash and/or agreed value (through the contribution of Citizen Additional Leases, which value shall be computed as described in Section 4.3(e)(vii), and otherwise in accordance with the provisions of Section 4.3(e) below (to the extent Citizen Additional Leases are used for this purpose, they are herein referred to as "***Citizen True-Up Leases***")) up to an amount equal to the Citizen Delta Value, and the Company shall issue one additional Closing Citizen Consideration Unit for every $1.00 so contributed to the Company by Citizen pursuant to this Section 3.3(b)(vi)(C). If the Relevant Linn Value is less than the Relevant Citizen Value, this Section shall not apply.

(vii) Linn shall assist Citizen in the preparation of the Citizen Adjustment Notice and reviewing and verifying the Post-Closing Linn Statement by furnishing invoices, receipts, reasonable access to personnel and such other assistance as may be reasonably requested by Citizen in connection therewith.

Section 3.4 Allocated Values.

(a) The Total Consideration has been allocated by the Parties among the Linn Assets and the Citizen Assets as set forth on Schedule 3.4A, Schedule 3.4B (Part I) and Schedule 3.4B (Part II) (the "***Allocated Values***"). For the avoidance of doubt, in the event that any Linn Well or Citizen Well identified on Exhibit A-2 (Part I) or Exhibit A-2 (Part II), as applicable, is not allocated value in Schedule 3.4B (Part I) or Schedule 3.4B (Part II), such Linn Well or Citizen Well shall be deemed to have an Allocated Value of $0.

(b) On or before the first (1st) Business Day following the expiration of thirty (30) days after the date on which all adjustments have been determined under Section 3.2 and Section 3.3, the Company shall prepare and deliver to the Transacting Parties a schedule allocating the dollar value of the Total Consideration and any other amounts treated as consideration for U.S. federal income tax purposes, as adjusted, among the Linn Assets and the Citizen Assets consistent with the Allocated Values and in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (and any similar provision of Law, as appropriate) (the "***Allocation Schedule***"). If the Transacting Parties agree to an Allocation Schedule, such Allocation Schedule shall be the "***Final Allocation Schedule***." If, within thirty (30) days after delivery of such Allocation Schedule in accordance with the first sentence of this Section 3.4(b), the Transacting Parties fail to agree in writing upon a Final Allocation Schedule, the Transacting Parties shall submit the disputed matters to binding arbitration to be conducted in accordance with Section 3.2(b)(iv), but subject to the further provisions of Article 4 as for title matters, to finally determine the proper allocation of value, and shall request that the Dispute Auditor issue a final allocation schedule (which shall then be the Final Allocation Schedule) within thirty (30) days of the submission of the dispute.

(c) Each Party agrees that it will take no position inconsistent with, and will support the validity of, the allocations set forth on the Final Allocation Schedule on any applicable Tax Return, in any audit or proceeding before any Governmental Body related to Taxes, in any report made for Tax, financial accounting or any other purpose, except as otherwise required by Law or with the consent of the other Parties (not to be unreasonably withheld, conditioned or delayed); provided, however, that nothing contained herein shall prevent any Party from settling any proposed deficiency or adjustment by any Governmental Body based upon or arising out of the Final Allocation Schedule, and no Party shall be required to litigate before any court any proposed deficiency or adjustment by any Governmental Body challenging such Final Allocation Schedule. In the event that the Final Allocation Schedule described herein is disputed by any Governmental Body, the Party receiving notice of the dispute shall promptly notify the other Parties of the existence and nature of the dispute.

Section 3.5 Resolution of Final Linn Adjustment Amount and Final Citizen Adjustment Amount. The Transacting Parties will endeavor in good faith to contemporaneously finalize or otherwise resolve the Final Linn Adjustment Amount and the Final Citizen Adjustment Amount, to the extent reasonably practicable, but neither Transacting Party shall have any liability under this Section 3.5 to the extent the Final Linn Adjustment Amount and the Final Citizen Adjustment Amount are not so contemporaneously finalized or otherwise resolved.

Section 3.6 Allocation of Costs and Revenues. The term "incurred," as used in this Agreement shall be interpreted in accordance with GAAP and COPAS standards, except as otherwise specified in this Agreement. For purposes of allocating production and proceeds received with respect thereto under Sections 3.2 and 3.3, (a) liquid Hydrocarbons shall be deemed to be "from or attributable to" the Linn Assets or the Citizen Assets, as applicable, when they pass through the pipeline connecting into the storage facilities into which they are run and (b) gaseous Hydrocarbons shall be deemed to be "from or attributable to" the Linn Assets or the Citizen Assets, as applicable, when they pass through the royalty measurement meters, delivery point sales meters, or custody transfer meters on the gathering lines or pipelines through which they are transported (whichever meter is closest to the well). Linn and Citizen shall utilize reasonable interpolative procedures, consistent with industry practice, to arrive at an allocation of production from or attributable to the Linn Assets or the Citizen Assets, as applicable, when exact meter readings or gauging and strapping data are not available.

ARTICLE 4
TITLE MATTERS

Section 4.1 General Disclaimer of Title Warranties and Representations. Without limiting the remedies for (I) Linn Title Defects or Citizen Title Defects set forth in this Article 4 and (II) each Party's rights to indemnity under Article 15, and except for the special warranties of title set forth in the Assignments:

(a) Linn makes no representation or warranty, express or implied, statutory or otherwise, with respect to title to any of the Linn Assets or the Linn Additional Assets, and the sole remedy for any Linn Title Defect with respect to any of the Linn Assets or the Linn Additional Assets shall be as set forth in this Article 4; and

(b) Citizen makes no representation or warranty, express or implied, statutory or otherwise, with respect to title to any of the Citizen Assets or the Citizen Additional Assets, and the sole remedy for any Citizen Title Defect with respect to any of the Citizen Assets or the Citizen Additional Assets shall be as set forth in this Article 4.

Section 4.2 Linn Title Defects and Linn Title Benefits.

(a) Linn Title Defect Notices. On or prior to the last day of the Review Period, Citizen shall have the right to assert claims for Linn Title Defects against Linn in accordance with this Section 4.2(a). To assert a Linn Title Defect, Citizen shall give written notice prior to the end of the Review Period to Linn via email or writing meeting the requirements of this Section 4.2(a) (each, a "***Linn Title Defect Notice***" and collectively, the "***Linn Title Defect Notices***"). Except for the special warranty of title in the Linn Assignment and without limiting any rights to indemnity pursuant to Article 15, any matters that may otherwise constitute Linn Title Defects but that are not alleged in any Linn Title Defect Notice prior to the expiration of the Review Period shall be deemed to have been waived by Citizen. To be effective, each Linn Title Defect Notice shall be in writing or email, and shall include (i) a reasonable description of each alleged Linn Title Defect, (ii) the Linn Assets or portion thereof affected thereby (each, a "***Linn Title Defect Property***"), (iii) supporting documents reasonably necessary to verify the existence of the alleged Linn Title Defect(s), and (iv) Citizen's good faith estimate of the Linn Title Defect Amount for such Linn Title Defect and the computations upon which Citizen's estimate is based. Citizen will also use reasonable efforts (without any liability for failure to do so) to promptly furnish to Linn written notice during the Review Period of any Linn Title Benefit with respect to which Citizen acquired Knowledge during the Review Period, or discovered during the Review Period, to Citizen's Knowledge, by any of its Affiliates, employees, title attorneys, landmen or other title examiners prior to the end of the Review Period.

(b) Title Benefit Notices. On or prior to the last day of the Review Period, Linn shall have the right to assert Linn Title Benefits in accordance with this Section 4.2(b). To assert a Linn Title Benefit, Linn shall give written notice prior to the end of the Review Period to Citizen via email (with hardcopy sent for delivery the day after the end of the Review Period) meeting the requirements of this Section 4.2(b) (each, a "***Linn Title Benefit Notice***" and collectively, the "***Linn Title Benefit Notices***"). To be effective, each Linn Title Benefit Notice shall include (i) a reasonable description of each alleged Linn Title Benefit, (ii) the Linn Assets or portion thereof affected thereby, (iii) supporting documents in Linn's possession reasonably necessary for Citizen to verify the existence of the alleged Linn Title Benefit(s), and (iv) Linn's good faith estimate of the Linn Title Benefit Amount for such Linn Title Benefit and the computations upon which Linn's estimate is based. Any matters that may otherwise constitute Linn Title Benefits but that are not alleged in any Linn Title Benefit Notice prior to the expiration of the Review Period shall be deemed to have been waived by Linn.

(c) Right to Cure; Right to Dispute.

(i) Linn shall have the option, but not the obligation, to attempt to cure, or cause to be cured, at its sole cost and expense, any Linn Title Defects within ninety (90) days following the Closing (the "***Title Cure Period***").

(ii) Prior to the Scheduled Closing Date, Linn and Citizen shall attempt to agree on all disputes related to the existence of any Linn Title Defect or Linn Title Benefit or the applicable Linn Title Defect Amount or Linn Title Benefit Amount with respect thereto or the effect of any curative actions with respect to any Linn Title Defect. With regard to any Linn Asset that is subject to such an unresolved dispute as to a Linn Title Defect as of the Closing, and the alleged Title Defect Amount is less than or equal to 90% of the Allocated Value of the affected Linn Asset, then such Linn Asset shall nevertheless be conveyed at Closing without adjustment to the Initial Linn Agreed Value for such disputed Linn Title Defect. Upon resolution of such dispute under Section 4.4, appropriate adjustments shall be made to the Initial Linn Agreed Value in accordance with Section 3.2. With regard to any Linn Asset that is subject to such an unresolved dispute as to Linn Title Defects as of the Closing, and the alleged Title Defect Amount is greater than 90% of the Allocated Value of the affected Linn Asset, then such Linn Asset shall be retained at Closing, and treated as a Linn Excluded Asset hereunder. If it is ultimately determined pursuant to Section 4.4 that the actual Title Defect Amount burdening such Linn Asset is less than or equal to 90% of the Allocated Value of such Linn Asset, within five (5) Business Days of such determination, Linn shall convey such Linn Asset to the Company pursuant to a Linn Assignment and the Initial Linn Agreed Value shall be adjusted in accordance with Section 3.2 to reflect the contribution of such Linn Asset to the Company.

(d) Remedies for Linn Title Defects and Linn Title Benefits.

(i) Subject to Sections 4.2(d)(ii), 4.2(d)(iii) and 4.2(d)(iv), upon the final determination of the existence of any uncured Linn Title Defect and Linn Title Defect Amount relating thereto (whether by written agreement between the Transacting Parties or under Section 4.4), the Initial Linn Agreed Value shall be reduced by such Linn Title Defect Amount (or if the Closing has already occurred as of such time, the number of Closing Linn Consideration Units shall be reduced by one Closing Linn Consideration Unit for every $1.00 of such Linn Title Defect Amount) in full satisfaction of such Linn Title Defect.

(ii) Notwithstanding anything to the contrary herein, with respect to Linn Title Defects for which the Linn Title Defect Amount exceeds 90% of the Allocated Value of the affected Linn Title Defect Property, Linn or Citizen shall have the right but not the obligation to exclude the entirety of the Linn Title Defect Property, together with all Linn Assets associated with such Linn Title Defect Property, in which event the Initial Linn Agreed Value shall be reduced by the Allocated Value of such Linn Title Defect Property and associated Linn Assets in full satisfaction of such Linn Title Defect (except to the extent such Linn Title Defect pertains to other Linn Assets that are not so excluded), and such Linn Title Defect Property, together with all Linn Assets associated with such Linn Title Defect Property, shall be deemed Linn Excluded Assets hereunder for all purposes. Any such election must be made by a Transacting Party by notice to the other Transacting Party on or before the Closing, and failure of a Transacting Party to so make such an election shall be deemed a waiver by such Transacting Party of its rights under this Section 4.2(d)(ii).

(iii) Notwithstanding anything to the contrary in Section 4.2(d)(i), in no event shall there be any adjustments to the Initial Linn Agreed Value or Closing Linn Consideration Units under Section 4.2(d)(i) in respect of Linn Title Defects, and Linn shall not be responsible for any Linn Title Defect Amounts unless the sum of (X) the aggregate Linn Title Defect Amounts of all such Linn Title Defects, after setting off all Linn Title Benefit Amounts and excluding any Linn Title Defect Amounts attributable to Linn Title Defects cured by Linn pursuant to Section 4.2(c)(ii) or Section 4.2(e) or Linn Title Defect Properties retained by Linn pursuant to Section 4.2(d)(ii) (it being acknowledged and agreed that the Initial Linn Agreed Value shall be reduced at Closing for the Allocated Value of the retained or excluded Linn Title Defect Properties) and (Y) the aggregate Remediation Amounts of all Linn Environmental Defects that exceed the Individual Environmental Threshold (excluding any Remediation Amounts attributable to Linn Environmental Defects cured by Linn pursuant to Section 5.1(b)(i) or (2) Linn Environmental Defect Properties retained by Linn pursuant to Section 5.1(c)(ii)) (it being acknowledged and agreed that the Initial Linn Agreed Value shall be reduced at Closing for the Allocated Value of the retained or excluded Linn Environmental Defect Properties), exceeds 2.0% of the Initial Linn Agreed Value prior to any adjustments to the Initial Linn Agreed Value under this Agreement (the "***Linn Aggregate Deductible***"), in which case, the adjustments to the Initial Linn Agreed Value or Closing Linn Consideration Units under Section 4.2(d)(i) shall only be for the amount by which such total exceeds the Linn Aggregate Deductible.

(iv) Notwithstanding the foregoing Sections 4.2(d)(i) and (iii), the Linn Title Benefit Amount of any Linn Title Benefit shall serve only to reduce the aggregate Linn Title Defect Amount, and in no event shall any Linn Title Benefit Amount otherwise result in any adjustment to the Initial Linn Agreed Value or Closing Linn Consideration Units.

(e) Linn Additional Assets; Cures with Linn Additional Leases; Adjustments to Initial Linn Agreed Value or Closing Linn Consideration Units for Linn Additional Assets.

(i) Until the Closing, Linn may acquire Linn Additional Assets, and Linn may also acquire certain Linn Additional Leases after Closing until the expiration of the Title Cure Period (provided, however, that the post-Closing acquisitions shall only be allowed through permitted acreage trades, as further described in the definition of "Linn Additional Leases"). Linn shall use its best efforts to, within ten (10) Business Days after the acquisition of any Linn Additional Asset, notify Citizen of such acquisition, and shall provide Citizen with copies of the underlying instrument creating such Linn Additional Asset, the agreement(s) pursuant to which Linn acquired such Linn Additional Asset, the contract(s) burdening or affecting such Linn Additional Asset of which Linn has copies, the total Raw Net Acres for each acquired Linn Additional Lease, the Net Acres subject to each such Linn Additional Lease on a Governmental Section and Target Formation basis, the Linn Section Weighted Average NRI for each acquired Linn Additional Lease on a Governmental Section and Target Formation basis, the lease expiration date for each acquired Linn Additional Lease, the estimated Linn Cost Credited Asset Acquisition Costs for each acquisition, and any other information or materials in Linn's possession related to such Linn Additional Asset. Linn Additional Assets will be subject to title review and environmental review by Citizen in accordance with the other applicable provisions of Article 4 (including Section 4.2(d)(iii)) and Article 5 (including Section 5.1(c)(iii)), except that the Review Period with respect thereto shall commence on the first (1st) Business Day after Citizen has received written notice from Linn identifying such Linn Additional Assets, together with all information to be delivered pursuant to the immediately preceding sentence (and no Review Period shall be deemed to have commenced to run unless and until Citizen has received all of such information), and shall end upon the later of the expiration of the Review Period and 11:59 p.m. Central Prevailing Time on the first (1st) Business Day that is 30 Business Days after Citizen has received such written notice from Linn. On or before five (5) Business Days after the latest to occur of (A) the expiration of the review period provided hereunder for each Linn Additional Asset, (B) the resolution of all Title Disputes and Environmental Disputes with regard to the Linn Additional Assets and (C) 30 days after Citizen has received a Linn Lease Designation Notice for such Linn Additional Assets, Linn shall contribute all such Linn Additional Assets to the Company (subject always to the other terms of Articles 4 and 5) pursuant to a conveyance in substantially the form of the Linn Assignment, and simultaneous therewith shall provide Citizen and the Company an officer's certificate, dated as of the date of the execution of such conveyance, certifying that the representations and warranties of Linn in Article 7 are true and correct as to each such Linn Additional Asset on and as of such date (other than representations and warranties that refer to a specified date, which need only be true and correct on and as of such specified date) in all material respects, provided that in no event shall Linn be entitled to contribute any Linn Additional Asset to the Company for which Linn is unable to make such certification.

(ii) To the extent Linn has acquired Linn Additional Assets and has not otherwise cured an asserted Linn Title Defect or completed the Remediation of an asserted Linn Environmental Defect, Linn may designate any Linn Additional Lease as either a Linn True-Up Lease or a Linn Substitute Lease, provided that Linn shall first (and prior to Linn's ability to use such Linn Additional Assets under Section 3.2(b)(vi)(C) as Linn True-Up Leases or to designate them as Linn Cost Credited Leases) designate and use any such Additional Linn Lease as a Linn Substitute Lease. "***Linn Substitute Leases***" means any Linn Additional Leases utilized to cure (in whole or in part) any such Linn Title Defect or such Linn Environmental Defect properly asserted by Citizen with respect to any Linn Asset for which the Initial Linn Agreed Value is to be adjusted downward by designating one or more Linn Additional Leases (in whole or in part) to cure such Linn Title Defect or Linn Environmental Defect, in each case at no cost to the Company or such designee and without Linn receiving any additional Units or any other consideration therefor from the Company or such designee. Linn shall designate or otherwise identify any Linn Substitute Lease or Linn True-Up Lease by one or more written notices (each, a "***Linn Lease Designation Notice***") to Citizen prior to the expiration of the Title Cure Period. Any Linn Lease Designation Notice in respect of Linn Substitute Leases shall also identify the Linn Title Defect Amounts associated with the relevant Linn Title Defects and the Remediation Amounts associated with the relevant Linn Environmental Defects that Linn believes have been reduced as a result of Linn's cure of such Linn Title Defects and Linn Environmental Defects pursuant to this Section 4.2(e)(ii). Each Linn Lease Designation Notice must provide the asserted Net Acres and Linn Section Weighted NRI for the designated Linn Additional Leases by Governmental Section and Target Formation. If Linn fails to timely provide the aforesaid notice with respect to any Linn Title Defect or Linn Environmental Defect, Linn shall not have the right to cure such Linn Title Defect or Linn Environmental Defect under this Section 4.2(e). For all purposes of this Section 4.2, the Allocated Value of Linn Substitute Leases shall be computed as described in Section 4.2(e)(vii). If Linn designates Linn Additional Leases as Linn True-Up Leases, but the Allocated Values for such Linn Additional Leases exceed the Linn Delta Value, such Linn Additional Leases (to the extent the Allocated Value thereof) will not be considered Linn True-Up Leases and will instead be Linn Cost Credited Leases hereunder, subject to all of the provisions herein with respect to Linn Cost Credit Credited Leases.

(iii) The reduction in the Linn Title Defect Amount associated with any Linn Title Defect that Linn cures under this Section 4.2(e) by designating one or more Linn Additional Leases (or portions thereof) as Linn Substitute Leases and is deemed to have successfully cured such Linn Title Defect under Section 4.2(e)(ii) shall be equal to the result of such Linn Title Defect Amount (and if the Linn Asset in question is being retained, then the Linn Title Defect Amount is the Allocated Value therefor) *minus* the Allocated Value of the applicable Linn Substitute Leases as computed as described in Section 4.2(e)(vii).

(iv) In the event less than the entirety of all of Linn Additional Leases are designated either as Linn Substitute Leases or Linn True-Up Leases (all such Linn Additional Leases to the extent not designated as Linn Substitute Leases or Linn True-Up Leases collectively, "***Linn Cost Credited Leases***"), all such Linn Cost Credited Leases (or remainder thereof not designated either as Linn Substitute Leases or Linn True-Up Leases) shall be sold and assigned to the Company by Linn on the second (2nd) Business Day after both the Final Linn Adjustment Determination Date and the Final Citizen Adjustment Determination Date have occurred for a cash purchase price equal to all Linn Cost Credited Asset Acquisition Costs for all of such Linn Cost Credited Leases and the associated Linn Additional Assets, in each case, adjusted in accordance with Section 3.2(a) as such adjustments may apply to such Linn Cost Credited Leases and associated Linn Additional Assets. Each member of the Company shall bear its respective Percentage Interest share (as of the time of such sale and purchase) of the purchase price for such Linn Additional Assets.

(v) Interim Sales. Notwithstanding anything to the contrary in this Section 4.2, and without limitation of Citizen's right to indemnification under Article 15 for breach of Linn's covenants in Section 10.1, the Linn Aggregate Deductible shall not apply to any Linn Title Defect resulting from the sale, trade or other disposition prior to the Closing of Linn's interest in any Linn Lease and/or Linn Well (or portion thereof).

(vi) Linn Additional Leases.

(A) Linn has identified on Exhibit A-5-1 those Linn Additional Leases that have been acquired by Linn from and after April 1, 2017 until the date that is five (5) Business Days prior to the Execution Date. Linn shall use its best efforts to supplement such Exhibit within ten (10) Business Days after the Execution Date to provide the total Raw Net Acres for each such acquired Linn Additional Lease, the Net Acres subject to each such Linn Additional Lease on a Governmental Section and Target Formation basis, the Linn Section Weighted Average NRI for each such acquired Linn Additional Lease on a Governmental Section and Target Formation basis, and the lease expiration date for each acquired Linn Additional Lease. In addition, within this same time period, Linn shall also use its best efforts to provide Citizen with the other information related to such Additional Linn Assets as is contemplated under Section 4.2(e)(i) above. With regard to Linn Additional Leases and Linn Additional Asset acquired, the date that is five (5) Business Days prior to the Execution Date, Linn shall use its best efforts to supplement such Exhibit within ten (10) Business Days (but for those acquired after Closing, no later than the expiration the Title Cure Period) after any such Linn Additional Asset acquisition, and provide to Citizen such other information as is contemplated under Section 4.2(e)(i) above within this same period.

(B) To the extent less than 100% of the Linn Additional Leases acquired in a single acquisition are Linn Cost Credited Leases, Linn will further provide, with respect to any such acquisition, the Raw Net Acres included in the entire relevant acquisition as compared to the Raw Net Acres for the relevant Linn Cost Credited Leases, together with full consideration payable for the acquisition and full costs of Third Party expenses that constitute Linn Cost Credited Acquisition Costs (the ***"Linn Gross Acquisition Cost***"). In such event, the Linn Cost Credited Acquisition Costs for such Linn Cost Credited Leases will be the (A) the Raw Net Acres included in the entire relevant acquisition *divided by* the Raw Net Acres for the relevant Linn Cost Credited Leases, *multiplied by* (B) the Linn Gross Acquisition Cost.

(vii) The Allocated Value of any Linn Additional Leases (or portions thereof) utilized as Linn True-Up Leases or Linn Substitute Leases shall be calculated with respect to each applicable Governmental Section and each Target Formation within each such Governmental Section as follows, and the relevant Allocated Value for a Target Formation in a Governmental Section will be the product of (a) the actual aggregate Linn Section Net Acres subject to the Linn Additional Leases in such Target Formation in such Governmental Section, and (b) the sum of (i) the Zone Price for such Target Formation in such Governmental Section and (ii) the product of (A) the Zone NRI Value for such Target Formation in such Governmental Section, (B) the amount (whether positive, negative or zero) obtained by subtracting the Zone Average NRI for such Target Formation in such Governmental Section from the actual Linn Section Weighted Average NRI associated with the Linn Additional Leases in such Target Formation in such Governmental Section; and (C) 100.

Section 4.3 Citizen Title Defects and Citizen Title Benefits.

(a) Citizen Title Defect Notices. On or prior to the last day of the Review Period, Linn shall have the right to assert claims for Citizen Title Defects against Citizen in accordance with this Section 4.3(a). To assert a Citizen Title Defect, Linn shall give written notice prior to the end of the Review Period to Citizen via email or writing meeting the requirements of this Section 4.3(a) (each, a "***Citizen Title Defect Notice***" and collectively, the "***Citizen Title Defect Notices***"). Except for the special warranty of title in the Citizen Assignment and without limiting any rights to indemnity pursuant to Article 15, any matters that may otherwise constitute Citizen Title Defects but that are not alleged in any Citizen Title Defect Notice prior to the expiration of the Review Period shall be deemed to have been waived by Linn. To be effective, each Citizen Title Defect Notice shall be in writing or email, and shall include (i) a reasonable description of each alleged Citizen Title Defect, (ii) the Citizen Assets or portion thereof affected thereby (each, a "***Citizen Title Defect Property***"), (iii) supporting documents reasonably necessary to verify the existence of the alleged Citizen Title Defect(s), and (iv) Linn's good faith estimate of the Citizen Title Defect Amount for such Citizen Title Defect and the computations upon which Linn's estimate is based. Linn will also use reasonable efforts (without any liability for failure to do so) to promptly furnish to Citizen written notice during the Review Period of any Citizen Title Benefit with respect to which Linn acquired Knowledge during the Review Period, or discovered during the Review Period, to Linn's Knowledge, by any of its Affiliates, employees, title attorneys, landmen or other title examiners prior to the end of the Review Period.

(b) Title Benefit Notices. On or prior to the last day of the Review Period, Citizen shall have the right to assert Citizen Title Benefits in accordance with this Section 4.3(b). To assert a Citizen Title Benefit, Citizen shall give written notice prior to the end of the Review Period to Linn via email (with hardcopy sent for delivery the day after the end of the Review Period) meeting the requirements of this Section 4.3(b) (each, a "***Citizen Title Benefit Notice***" and collectively, the "***Citizen Title Benefit Notices***"). To be effective, each Citizen Title Benefit Notice shall include (i) a reasonable description of each alleged Citizen Title Benefit, (ii) the Citizen Assets or portion thereof affected thereby, (iii) supporting documents in Citizen's possession reasonably necessary for Linn to verify the existence of the alleged Citizen Title Benefit(s), and (iv) Citizen's good faith estimate of the Citizen Title Benefit Amount for such Citizen Title Benefit and the computations upon which Citizen's estimate is based. Any matters that may otherwise constitute Citizen Title Benefits but that are not alleged in any Citizen Title Benefit Notice prior to the expiration of the Review Period shall be deemed to have been waived by Citizen.

(c) Right to Cure; Right to Dispute.

(i) Citizen shall have the option, but not the obligation, to attempt to cure, or cause to be cured, at its sole cost and expense, any Citizen Title Defects within the Title Cure Period.

(ii) Prior to the Scheduled Closing Date, Citizen and Linn shall attempt to agree on all disputes related to the existence of any Citizen Title Defect or Citizen Title Benefit or the applicable Citizen Title Defect Amount or Citizen Title Benefit Amount with respect thereto or the effect of any curative actions with respect to any Citizen Title Defect. With regard to any Citizen Asset that is subject to such an unresolved dispute as to a Citizen Title Defect as of the Closing, and the alleged Title Defect Amount is less than or equal to 90% of the Allocated Value of the affected Citizen Asset, then such Citizen Asset shall nevertheless be conveyed at Closing without adjustment to the Initial Citizen Agreed Value for such disputed Citizen Title Defect. Upon resolution of such dispute under Section 4.4, appropriate adjustments shall be made to the Initial Citizen Agreed Value in accordance with Section 3.3. With regard to any Citizen Asset that is subject to such an unresolved dispute as to Citizen Title Defects as of the Closing, and the alleged Title Defect Amount is greater than 90% of the Allocated Value of the affected Citizen Asset, then such Citizen Asset shall be retained at Closing, and treated as a Citizen Excluded Asset hereunder. If it is ultimately determined pursuant to Section 4.4 that the actual Title Defect Amount burdening such Citizen Asset is less than or equal to 90% of the Allocated Value of such Citizen Asset, within five (5) Business Days of such determination, Citizen shall convey such Citizen Asset to the Company pursuant to a Citizen Assignment and the Initial Citizen Agreed Value shall be adjusted in accordance with Section 3.3 to reflect the contribution of such Citizen Asset to the Company.

(d) Remedies for Citizen Title Defects and Citizen Title Benefits.

(i) Subject to Sections 4.3(d)(ii), 4.3(d)(iii) and 4.3(d)(iv), upon the final determination of the existence of any uncured Citizen Title Defect and Citizen Title Defect Amount relating thereto (whether by written agreement between the Transacting Parties or under Section 4.4), the Initial Citizen Agreed Value shall be reduced by such Citizen Title Defect Amount (or if the Closing has already occurred as of such time, the number of Closing Citizen Consideration Units shall be reduced by one Closing Citizen Consideration Unit for every $1.00 of such Citizen Title Defect Amount) in full satisfaction of such Citizen Title Defect.

(ii) Notwithstanding anything to the contrary herein, with respect to Citizen Title Defects for which the Citizen Title Defect Amount exceeds 90% of the Allocated Value of the affected Citizen Title Defect Property, Citizen or Linn shall have the right but not the obligation to exclude the entirety of the Citizen Title Defect Property, together with all Citizen Assets associated with such Citizen Title Defect Property, in which event the Initial Citizen Agreed Value shall be reduced by the Allocated Value of such Citizen Title Defect Property and associated Citizen Assets in full satisfaction of such Citizen Title Defect (except to the extent such Citizen Title Defect pertains to other Citizen Assets that are not so excluded), and such Citizen Title Defect Property, together with all Citizen Assets associated with such Citizen Title Defect Property, shall be deemed Citizen Excluded Assets hereunder for all purposes. Any such election must be made by a Transacting Party by notice to the other Transacting Party on or before the Closing, and failure of a Transacting Party to so make such an election shall be deemed a waiver by such Transacting Party of its rights under this Section 4.3(d)(ii).

(iii) Notwithstanding anything to the contrary in Section 4.3(d)(i), in no event shall there be any adjustments to the Initial Citizen Agreed Value or Closing Citizen Consideration Units under Section 4.3(d)(i) in respect of Citizen Title Defects, and Citizen shall not be responsible for any Citizen Title Defect Amounts unless the sum of (X) the aggregate Citizen Title Defect Amounts of all such Citizen Title Defects, after setting off all Citizen Title Benefit Amounts and excluding any Citizen Title Defect Amounts attributable to Citizen Title Defects cured by Citizen pursuant to Section 4.3(c)(ii) or Section 4.3(e) or Citizen Title Defect Properties retained by Citizen pursuant to Section 4.3(d)(ii) (it being acknowledged and agreed that the Initial Citizen Agreed Value shall be reduced at Closing for the Allocated Value of the retained or excluded Citizen Title Defect Properties) and (Y) the aggregate Remediation Amounts of all Citizen Environmental Defects that exceed the Individual Environmental Threshold (excluding any Remediation Amounts attributable to Citizen Environmental Defects cured by Citizen pursuant to Section 5.2(b)(i) or (2) Citizen Environmental Defect Properties retained by Citizen pursuant to Section 5.2(c)(ii)) (it being acknowledged and agreed that the Initial Citizen Agreed Value shall be reduced at Closing for the Allocated Value of the retained or excluded Citizen Environmental Defect Properties), exceeds 2.0% of the Initial Citizen Agreed Value prior to any adjustments to the Initial Citizen Agreed Value under this Agreement (the "***Citizen Aggregate Deductible***"), in which case, the adjustments to the Initial Citizen Agreed Value or Closing Citizen Consideration Units under Section 4.2(d)(i) shall only be for the amount by which such total exceeds the Citizen Aggregate Deductible.

(iv) Notwithstanding the foregoing Sections 4.3(d)(i) and (iii), the Citizen Title Benefit Amount of any Citizen Title Benefit shall serve only to reduce the aggregate Citizen Title Defect Amount, and in no event shall any Citizen Title Benefit Amount otherwise result in any adjustment to the Initial Citizen Agreed Value or Closing Citizen Consideration Units.

(e) Citizen Additional Assets; Cures with Citizen Additional Leases; Adjustments to Initial Citizen Agreed Value or Closing Citizen Consideration Units for Citizen Additional Assets.

(i) Until the Closing, Citizen may acquire Citizen Additional Assets, and Citizen may also acquire certain Citizen Additional Leases after Closing until the expiration of the Title Cure Period (provided, however, that the post-Closing acquisitions shall only be allowed through permitted acreage trades, as further described in the definition of "Citizen Additional Leases"). Citizen shall use its best efforts to, within ten (10) Business Days after the acquisition of any Citizen Additional Asset, notify Linn of such acquisition, and shall provide Linn with copies of the underlying instrument creating such Citizen Additional Asset, the agreement(s) pursuant to which Citizen acquired such Citizen Additional Asset, the contract(s) burdening or affecting such Citizen Additional Asset of which Citizen has copies, the total Raw Net Acres for each acquired Linn Additional Lease, the Net Acres subject to each such Linn Additional Lease on a Governmental Section and Target Formation basis, the Linn Section Weighted Average NRI for each acquired Linn Additional Lease on a Governmental Section and Target Formation basis, the lease expiration date for each acquired Linn Additional Lease, the estimated Citizen Cost Credited Asset Acquisition Costs for each acquisition, and any other information or materials in Citizen's possession related to such Citizen Additional Asset. Citizen Additional Assets will be subject to title review and environmental review by Linn in accordance with the other applicable provisions of Article 4 (including Section 4.3(d)(iii)) and Article 5 (including Section 5.2(c)(iii)), except that the Review Period with respect thereto shall commence on the first (1st) Business Day after Linn has received written notice from Citizen

identifying such Citizen Additional Assets, together with all information to be delivered pursuant to the immediately preceding sentence (and no Review Period shall be deemed to have commenced to run unless and until Linn has received all of such information), and shall end upon the later of the expiration of the Review Period and 11:59 p.m. Central Prevailing Time on the first (1st) Business Day that is 30 Business Days after Linn has received such written notice from Citizen. On or before five (5) Business Days after the latest to occur of (A) the expiration of the review period provided hereunder for each Citizen Additional Asset, (B) the resolution of all Title Disputes and Environmental Disputes with regard to the Citizen Additional Assets, and (C) 30 days after Linn has received a Citizen Lease Designation Notice for such Citizen Additional Assets, Citizen shall contribute all such Citizen Additional Assets to the Company (subject always to the other terms of Articles 4 and 5) pursuant to a conveyance in substantially the form of the Citizen Assignment, and simultaneous therewith shall provide Linn and the Company an officer's certificate, dated as of the date of the execution of such conveyance, certifying that the representations and warranties of Citizen in Article 8 are true and correct as to each such Citizen Additional Asset on and as of such date (other than representations and warranties that refer to a specified date, which need only be true and correct on and as of such specified date) in all material respects, provided that in no event shall Citizen be entitled to contribute any Citizen Additional Asset to the Company for which Citizen is unable to make such certification.

(ii) To the extent Citizen has acquired Citizen Additional Assets and has not otherwise cured an asserted Citizen Title Defect or completed the Remediation of an asserted Citizen Environmental Defect, Citizen may designate any Citizen Additional Lease as either a Citizen True-Up Lease or a Citizen Substitute Lease, provided that Citizen shall first (and prior to Citizen's ability to use such Citizen Additional Assets under Section 3.3(b)(vi)(C) as Citizen True-Up Leases or to designate them as Citizen Cost Credited Leases) designate and use any such Additional Citizen Lease as a Citizen Substitute Lease. "***Citizen Substitute Leases***" means any Citizen Additional Leases utilized to cure (in whole or in part) any such Citizen Title Defect or such Citizen Environmental Defect properly asserted by Linn with respect to any Citizen Asset for which the Initial Citizen Agreed Value is to be adjusted downward by designating one or more Citizen Additional Leases (in whole or in part) to cure such Citizen Title Defect or Citizen Environmental Defect, in each case at no cost to the Company or such designee and without Citizen receiving any additional Units or any other consideration therefor from the Company or such designee. Citizen shall designate or otherwise identify any Citizen Substitute Lease or Citizen True-Up Lease by one or more written notices (each, a "***Citizen Lease Designation Notice***") to Linn prior to the expiration of the Title Cure Period. Any Citizen Lease Designation Notice in respect of Citizen Substitute Leases shall also identify the Citizen Title Defect Amounts associated with the relevant Citizen Title Defects and the Remediation Amounts associated with the relevant Citizen Environmental Defects that Citizen believes have been reduced as a result of Citizen's cure of such Citizen Title Defects and Citizen Environmental Defects pursuant to this Section 4.3(e)(ii). Each Citizen Lease Designation Notice must provide the asserted Net Acres and Citizen Section Weighted NRI for the designated Citizen Additional Leases by Governmental Section and Target Formation. If Citizen fails to timely provide the aforesaid notice with respect to any Citizen Title Defect or Citizen Environmental Defect, Citizen shall not have the right to cure such Citizen Title Defect or Citizen Environmental Defect under this Section 4.3(e). For all purposes of this Section 4.3, the Allocated Value of Citizen Substitute Leases shall be computed as described in Section 4.3(e)(vii). If Citizen designates

Citizen Additional Leases as Citizen True-Up Leases, but the Allocated Values for such Citizen Additional Leases exceed the Citizen Delta Value, such Citizen Additional Leases (to the extent the Allocated Value thereof) will not be considered Citizen True-Up Leases and will instead be Citizen Cost Credited Leases hereunder, subject to all of the provisions herein with respect to Citizen Cost Credit Credited Leases.

(iii) The reduction in the Citizen Title Defect Amount associated with any Citizen Title Defect that Citizen cures under this Section 4.3(e) by designating one or more Citizen Additional Leases as a Citizen Substitute Lease and is deemed to have successfully cured such Citizen Title Defect under Section 4.3(e)(ii) shall be equal to the result of such Citizen Title Defect Amount (and if the Citizen Asset in question is being retained, then the Citizen Title Defect Amount is the Allocated Value therefor) *minus* the Allocated Value of the applicable Linn Substitute Leases as computed as described in Section 4.3(e)(vii).

(iv) In the event less than the entirety of all of Citizen Additional Leases are designated either as Citizen Substitute Leases or Citizen True-Up Leases (all such Citizen Additional Leases to the extent not designated as Citizen Substitute Leases or Citizen True-Up Leases collectively, "***Citizen Cost Credited Leases***"), all such Citizen Cost Credited Leases (or remainder thereof not designated either as Citizen Substitute Leases or Citizen True-Up Leases) shall be sold and assigned to the Company by Citizen on the second (2nd) Business Day after both the Final Citizen Adjustment Determination Date and the Final Linn Adjustment Determination Date have occurred for a cash purchase price equal to all Citizen Cost Credited Asset Acquisition Costs for all of such Citizen Cost Credited Leases and the associated Citizen Additional Assets, in each case, adjusted in accordance with Section 3.3(a) as such adjustments may apply to such Citizen Cost Credited Leases and associated Citizen Additional Assets. Each member of the Company shall bear its respective Percentage Interest share (as of the time of such sale and purchase) of the purchase price for such Citizen Additional Assets.

(v) Interim Sales. Notwithstanding anything to the contrary in this Section 4.3, and without limitation of Linn's right to indemnification under Article 15 for breach of Citizen's covenants in Section 10.2, the Citizen Aggregate Deductible shall not apply to any Citizen Title Defect resulting from the sale, trade or other disposition prior to the Closing of Citizen's interest in any Citizen Lease and/or Citizen Well (or portion thereof).

(vi) Citizen Additional Leases.

(A) Citizen has identified on Exhibit A-5-2 (Part I) those Citizen Additional Leases that have been acquired by Citizen from and after April 1, 2017 until the date that is five (5) Business Days prior to the Execution Date. Citizen shall use its best efforts to supplement such Exhibit and Exhibit A-5-2 (Part II) within ten (10) Business Days after the Execution Date to provide the total Raw Net Acres for each such acquired Citizen Additional Lease, the Net Acres subject to each such Citizen Additional Lease on a Governmental Section and Target Formation basis, the Citizen Section Weighted Average NRI for each such acquired Citizen Additional Lease on a Governmental Section and Target Formation basis, the lease expiration date for each acquired Citizen Additional Lease. In addition, within this same time period, Citizen shall also use its best efforts to provide Linn with the other information related to such Additional Citizen Assets as is contemplated under Section 4.3(e)(i) above. With regard to Citizen Additional Leases and Citizen Additional Asset acquired,

the date that is five (5) Business Days prior to the Execution Date, Citizen shall use its best efforts to supplement such Exhibit within ten (10) Business Days (but for those acquired after Closing, no later than the expiration the Title Cure Period) after any such Citizen Additional Asset acquisition, and provide to Linn such other information as is contemplated under Section 4.3(e)(i) above within this same period.

(B) To the extent less than 100% of the Citizen Additional Leases acquired in a single acquisition are Citizen Cost Credited Leases, Citizen will further provide, with respect to any such acquisition, the Raw Net Acres included in the entire relevant acquisition as compared to the Raw Net Acres for the relevant Citizen Cost Credited Leases, together with full consideration payable for the acquisition and full costs of Third Party expenses that constitute Citizen Cost Credited Acquisition Costs (the ***"Citizen Gross Acquisition Cost***"). In such event, the Citizen Cost Credited Acquisition Costs for such Citizen Cost Credited Leases will be the (A) the Raw Net Acres included in the entire relevant acquisition *divided by* the Raw Net Acres for the relevant Citizen Cost Credited Leases, *multiplied by* (B) the Citizen Gross Acquisition Cost.

(vii) The Allocated Value of any Citizen Additional Leases (or portions thereof) utilized as Citizen True-Up Leases or Citizen Substitute Leases shall be calculated with respect to each applicable Governmental Section and each Target Formation within each such Governmental Section as follows, and the relevant Allocated Value for a Target Formation in a Governmental Section will be the product of (a) the actual aggregate Citizen Section Net Acres subject to the Citizen Additional Leases in such Target Formation in such Governmental Section, and (b) the sum of (i) the Zone Price for such Target Formation in such Governmental Section and (ii) the product of (A) the Zone NRI Value for such Target Formation in such Governmental Section, (B) the amount (whether positive, negative or zero) obtained by subtracting the Zone Average NRI for such Target Formation in such Governmental Section from the actual Citizen Section Weighted Average NRI associated with the Citizen Additional Leases in such Target Formation in such Governmental Section; and (C) 100.

Section 4.4 Title Disputes. If Linn and Citizen fail to agree in writing on any dispute involving or relating to the existence of a Linn Title Defect (or whether such Linn Title Defect has been cured), Linn Title Benefit, Citizen Title Defect (or whether such Citizen Title Defect has been cured) or Citizen Title Benefit or the amount of a Linn Title Defect Amount, Linn Title Benefit Amount, Citizen Title Defect Amount or Citizen Title Benefit Amount (a "***Title Dispute***"), then such Title Dispute shall be exclusively and finally resolved pursuant to arbitration in accordance with this Section 4.4. Linn and Citizen agree to pursue any such arbitration in good faith and with reasonable diligence, with the goal of concluding the arbitration as soon as practicable. There shall be a single arbitrator, who shall be a title attorney with at least ten (10) years' experience in the oil and gas industry involving properties in the State of Oklahoma, as selected by mutual agreement of Linn and Citizen within ten (10) days after either Linn or Citizen have provided the other with a notice of dispute invoking this Section 4.4, and absent such agreement, by the Dallas, Texas office of the American Arbitration Association (the "***Title Arbitrator***"). The arbitration proceeding shall be held in Oklahoma City, Oklahoma and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, to the extent such rules do not conflict with the terms of this Section 4.4, except that each Transacting Party shall make a proposal to the Title Arbitrator as to

how to resolve each such Title Dispute, and the Title Arbitrator shall select the proposal of the Transacting Party that is more consistent with the terms of this Agreement than the proposal of the other Transacting Party. The Title Arbitrator's determination shall be made within thirty (30) days after submission of a Title Dispute and shall be final and binding, without right of appeal. The Title Arbitrator shall act as an expert for the limited purpose of determining the specific Title Disputes presented to him or her pursuant to this Section 4.4, and shall not consider, hear or decide any matters except the specific Title Disputes presented. In making his or her determination, the Title Arbitrator shall be bound by the rules set forth in this Section 4.4 and, subject to the foregoing, may consider such other matters as in the opinion of the Title Arbitrator are necessary to make a proper determination. The Title Arbitrator may not award damages, interest or penalties to any Transacting Party or other Person with respect to any matter. The Transacting Parties shall each bear their own legal fees and other costs of presenting its case. The Transacting Party whose Title Dispute proposal is not selected by the Title Arbitrator shall bear all of the costs and expenses of the Title Arbitrator that relate to such Title Dispute.

Section 4.5 Linn Preferential Purchase Rights; Linn Consents to Assign.

(a) With respect to each Linn Preferential Purchase Right set forth on Schedule 7.12, within ten (10) Business Days after the Execution Date, Linn shall send to the holder of each such Linn Preferential Purchase Right a notice in compliance with the contractual provisions applicable to such Linn Preferential Purchase Right requesting a waiver of such right. With respect to each Linn Preferential Purchase Right that is not set forth on Schedule 7.12 but is discovered by a Transacting Party prior to Closing, then as soon as reasonably practicable after discovery of any such Linn Preferential Purchase Right, Linn shall send to the holder of each such Linn Preferential Purchase Right a notice in compliance with the contractual provisions applicable to such Linn Preferential Purchase Right requesting a waiver of such right. Any Linn Preferential Purchase Right must be exercised subject to all terms and conditions set forth in this Agreement, and the consideration payable under this Agreement for the purposes of all Linn Preferential Purchase Right notices shall be the Allocated Value of the applicable Linn Asset (as adjusted herein).

(b) If, prior to Closing, any holder of a Linn Preferential Purchase Right notifies Linn that it intends to consummate the acquisition of the Linn Assets to which its Linn Preferential Purchase Right applies or if the time for exercising such Linn Preferential Purchase Right has not expired (and the holder of such right has not waived such right), then the Linn Assets subject to such Linn Preferential Purchase Right shall be excluded from the Linn Assets to be assigned to the Company at Closing, and the Initial Linn Agreed Value shall be reduced for every $1.00 of the Allocated Value of the Linn Asset subject to such exercised Linn Preferential Purchase Right in full satisfaction of such exercised Linn Preferential Purchase Right. Linn shall be entitled to all consideration given by any Person exercising a Linn Preferential Purchase Right prior to Closing. If such holder of such Linn Preferential Purchase Right thereafter fails to consummate the acquisition of the Linn Assets (or portions thereof) covered by such Linn Preferential Purchase Right on or before ninety (90) days following the Closing Date or the time for exercising such Linn Preferential Purchase Right expires without exercise by the holder thereof, (i) Linn shall so notify the Company and (ii) Linn shall assign, on the tenth (10^{th}) Business Day following termination of such right without consummation or exercise, such Linn Assets that were so excluded to the Company pursuant to an instrument in substantially the same form as the Linn Assignment, and Linn shall be entitled to the Closing Linn Consideration Units previously reduced as a result of such exercised Linn Preferential Purchase Right.

(c) All Linn Assets for which any applicable Linn Preferential Purchase Right has been waived, or as to which the period to exercise the applicable Linn Preferential Purchase Right has expired (and such Linn Preferential Purchase Right has not been exercised), in each case, prior to Closing, shall be conveyed to the Company at Closing subject to the provisions of this Agreement.

(d) Linn, within ten (10) Business Days after the Execution Date, shall send to each holder of a right to consent to assignment pertaining to the Linn Assets and the transactions contemplated hereby set forth in Schedule 7.11, a notice seeking such holder's consent to the transactions contemplated hereby.

(e) If Linn fails to obtain a consent to the assignment of any Linn Asset(s) set forth in Schedule 7.11 prior to Closing and the failure to obtain any such consent would cause (i) the assignment of the Linn Asset(s) affected thereby to the Company to be void or voidable, (ii) the termination of (or the right of a lessor or counterparty to terminate) the underlying interest or contract under the express terms thereof, (iii) the triggering of a liquidated damages provision (each, a "***Linn Hard Consent***"), then, in each such case, the affected Linn Asset(s) shall be excluded from the Linn Assets to be conveyed to the Company at Closing hereunder, and the Initial Linn Agreed Value shall be reduced for every $1.00 of the Allocated Value of the Linn Asset affected by such Linn Hard Consent in full satisfaction of such unobtained Linn Hard Consent. In the event that a Linn Hard Consent (with respect to any applicable Linn Asset(s) excluded pursuant to this Section 4.5(e)) that was not obtained prior to Closing is obtained within ninety (90) days following Closing, then (A) Linn shall so notify the Company and (B) Linn shall assign, on the tenth (10^{th}) Business Day following the receipt of such Linn Hard Consent, such Linn Assets that were so excluded to the Company pursuant to an instrument in substantially the same form as the Linn Assignment, and Linn shall be entitled to the Closing Linn Consideration Units previously reduced as a result of such Linn Hard Consent.

Section 4.6 Citizen Preferential Purchase Rights; Citizen Consents to Assign.

(a) With respect to each Citizen Preferential Purchase Right set forth on Schedule 8.12, within ten (10) Business Days after the Execution Date, Citizen shall send to the holder of each such Citizen Preferential Purchase Right a notice in compliance with the contractual provisions applicable to such Citizen Preferential Purchase Right requesting a waiver of such right. With respect to each Citizen Preferential Purchase Right that is not set forth on Schedule 8.12 but is discovered by a Transacting Party prior to Closing, then as soon as reasonably practicable after discovery of any such Citizen Preferential Purchase Right, Citizen shall send to the holder of each such Citizen Preferential Purchase Right a notice in compliance with the contractual provisions applicable to such Citizen Preferential Purchase Right requesting a waiver of such right. Any Citizen Preferential Purchase Right must be exercised subject to all terms and conditions set forth in this Agreement, and the consideration payable under this Agreement for the purposes of all Citizen Preferential Purchase Right notices shall be the Allocated Value of the applicable Citizen Asset (as adjusted herein).

(b) If, prior to Closing, any holder of a Citizen Preferential Purchase Right notifies Citizen that it intends to consummate the acquisition of the Citizen Assets to which its Citizen Preferential Purchase Right applies or if the time for exercising such Citizen Preferential Purchase Right has not expired (and the holder of such right has not waived such right), then the Citizen Assets subject to such Citizen Preferential Purchase Right shall be excluded from the Citizen Assets to be assigned to the Company at Closing, and the Initial Citizen Agreed Value shall be reduced for every $1.00 of the Allocated Value of the Citizen Asset subject to such exercised Citizen Preferential Purchase Right in full satisfaction of such exercised Citizen Preferential Purchase Right. Citizen shall be entitled to all consideration given by any Person exercising a Citizen Preferential Purchase Right prior to Closing. If such holder of such Citizen Preferential Purchase Right thereafter fails to consummate the acquisition of the Citizen Assets (or portions thereof) covered by such Citizen Preferential Purchase Right on or before ninety (90) days following the Closing Date or the time for exercising such Citizen Preferential Purchase Right expires without exercise by the holder thereof, (i) Citizen shall so notify the Company and (ii) Citizen shall assign, on the tenth (10^{th}) Business Day following termination of such right without consummation or exercise, such Citizen Assets that were so excluded to the Company pursuant to an instrument in substantially the same form as the Citizen Assignment, and Citizen shall be entitled to the Closing Citizen Consideration Units previously reduced as a result of such exercised Citizen Preferential Purchase Right.

(c) All Citizen Assets for which any applicable Citizen Preferential Purchase Right has been waived, or as to which the period to exercise the applicable Citizen Preferential Purchase Right has expired (and such Citizen Preferential Purchase Right has not been exercised), in each case, prior to Closing, shall be conveyed to the Company at Closing subject to the provisions of this Agreement.

(d) Citizen, within ten (10) Business Days after the Execution Date, shall send to each holder of a right to consent to assignment pertaining to the Citizen Assets and the transactions contemplated hereby set forth in Schedule 8.11, a notice seeking such holder's consent to the transactions contemplated hereby.

(e) If Citizen fails to obtain a consent to the assignment of any Citizen Asset(s) set forth in Schedule 8.11 prior to Closing and the failure to obtain any such consent would cause (i) the assignment of the Citizen Asset(s) affected thereby to the Company to be void or voidable, (ii) the termination of (or the right of a lessor or counterparty to terminate) the underlying interest or contract under the express terms thereof, (iii) the triggering of a liquidated damages provision (each, a "***Citizen Hard Consent***"), then, in each such case, the affected Citizen Asset(s) shall be excluded from the Citizen Assets to be conveyed to the Company at Closing hereunder, and the Initial Citizen Agreed Value shall be reduced for every $1.00 of the Allocated Value of the Citizen Asset affected by such Citizen Hard Consent in full satisfaction of such unobtained Citizen Hard Consent. In the event that a Citizen Hard Consent (with respect to any applicable Citizen Asset(s) excluded pursuant to this Section 4.6(e)) that was not obtained prior to Closing is obtained within ninety (90) days following Closing, then (A) Citizen shall so notify the Company and (B) Citizen shall assign, on the tenth (10^{th}) Business Day following the receipt of such Citizen Hard Consent, such Citizen Assets that were so excluded to the Company pursuant to an instrument in substantially the same form as the Citizen Assignment, and Citizen shall be entitled to the Closing Citizen Consideration Units previously reduced as a result of such Citizen Hard Consent.

Section 4.7 Casualty Loss.

(a) Notwithstanding anything herein to the contrary, from and after the Effective Time, if Closing occurs, the Company shall assume all risk of loss with respect to production of Hydrocarbons through normal depletion (including watering out of any Linn Well or Citizen Well, collapsed casing or sand infiltration of any Linn Well or Citizen Well) and the depreciation of the Linn Wells and Citizen Wells and all personal property due to ordinary wear and tear, in each case, with respect to the Assets.

(b) If, after the Execution Date but prior to the Closing Date, any portion of the Linn Assets is destroyed by fire or other act of God or is taken in condemnation or under right of eminent domain (each, a "***Linn Casualty Loss***") for which the loss resulting from such Casualty Loss exceeds $150,000, the Initial Linn Agreed Value shall be adjusted downward by the amount of such loss, unless, at Citizen's sole election, Linn pays to the Company all sums paid to Linn by Third Parties by reason of such Linn Casualty Loss, and (y) assigns, transfers and sets over unto the Company all of the right, title and interest of Linn in and to any unpaid awards or other payments, including insurance payments, from Third Parties arising out of such Linn Casualty Loss.

(c) If, after the Execution Date but prior to the Closing Date, any portion of the Citizen Assets is destroyed by fire or other act of God or is taken in condemnation or under right of eminent domain (each, a "***Citizen Casualty Loss***") for which the loss resulting from such Casualty Loss exceeds $150,000, the Initial Citizen Agreed Value shall be adjusted downward by the amount of such loss, unless, at Linn's sole election, Citizen pays to the Company all sums paid to Citizen by Third Parties by reason of such Citizen Casualty Loss, and (y) assigns, transfers and sets over unto the Company all of the right, title and interest of Citizen in and to any unpaid awards or other payments, including insurance payments, from Third Parties arising out of such Citizen Casualty Loss.

ARTICLE 5
ENVIRONMENTAL MATTERS

Section 5.1 Notice of Linn Environmental Defects.

(a) Linn Environmental Defect Notices. On or prior to the last day of the Review Period, Citizen shall have the right to assert claims for Linn Environmental Defects against Linn in accordance with this Section 5.1(a). To assert a Linn Environmental Defect, Citizen shall give written notice prior to the end of the Review Period to Linn via email (with hardcopy sent for delivery the day after the end of the Review Period) meeting the requirements of this Section 5.1(a) (each, a "***Linn Environmental Defect Notice***" and collectively, the "***Linn Environmental Defect Notices***"). Without limiting any rights to indemnity pursuant to Article 15, any matters that may otherwise constitute Linn Environmental Defects but that are not alleged in any Linn Environmental Defect Notice prior to the expiration of the Review Period shall be deemed to have been waived by Citizen. To be effective, each Linn Environmental

Defect Notice shall be in writing, and shall include (i) a reasonable description of each alleged Linn Environmental Defect, (ii) the Linn Assets or portion thereof affected thereby (each, a "***Linn Environmental Defect Property***"), (iii) documentation, including any physical measurements or photographs, sufficient for Linn to verify the existence of the asserted Linn Environmental Defect(s), (iv) the Allocated Value of each Linn Environmental Defect Property, (v) the Remediation Amount (itemized in reasonable detail) that Citizen asserts is attributable to such Linn Environmental Defect and the computations and information upon which Citizen's belief is based, and (vi) the specific Environmental Law that is applicable to the Environmental Defect. Citizen's calculation of the Remediation Amount included in the Linn Environmental Defect Notice must describe in reasonable detail the Remediation proposed for the Environmental Condition that gives rise to the asserted Linn Environmental Defect and identify all assumptions used by Citizen in calculating the Remediation Amount, including the standards that Citizen asserts must be met to comply with Environmental Laws.

(b) Right to Cure; Right to Dispute.

(i) Linn shall have the option, but not the obligation, to attempt to cure, or cause to be cured, at its sole cost and expense, any Linn Environmental Defects prior to the Closing (the "***Environmental Cure Period***").

(ii) Prior to the Scheduled Closing Date, Linn and Citizen shall attempt to agree on all disputes related to the existence of any Linn Environmental Defect the applicable Remediation Amount with respect thereto or the effect of any curative actions with respect to any Linn Environmental Defect. With regard to any Linn Asset that is subject to such an unresolved dispute as to Linn Environmental Defects as of the Closing, and the alleged Linn Remediation Amount is less than or equal to 90% of the Allocated Value of the affected Linn Asset or less than $100,000, then such Linn Asset shall nevertheless be conveyed at Closing without adjustment to the Initial Linn Agreed Value for such disputed Linn Environmental Defect. Upon resolution of such dispute under Section 5.3, appropriate adjustments shall be made to the Initial Linn Agreed Value in accordance with Section 3.2. With regard to any Linn Asset that is subject to such an unresolved dispute as to Linn Environmental Defects as of the Closing, and the alleged Remediation Amount is (A) greater than 90% of the Allocated Value of the affected Linn Asset and (B) greater than $100,000, then such Linn Asset shall be retained at Closing, and treated as a Linn Excluded Asset hereunder. If it is ultimately determined pursuant to Section 5.3 that the actual Remediation Amount burdening such Linn Asset is less than or equal to 90% of the Allocated Value of such Linn Asset or less than or equal to $100,000, within five (5) Business Days of such determination, Linn shall convey such Linn Asset to the Company pursuant to a Linn Assignment and the Initial Linn Agreed Value shall be adjusted in accordance with Section 3.2 to reflect the contribution of such Linn Asset to the Company.

(c) Remedies for Linn Environmental Defects.

(i) Subject to Section 5.1(c)(ii), upon the final determination of the existence of any uncured Linn Environmental Defect and Remediation Amount relating thereto (whether by written agreement between the Transacting Parties or under Section 5.3), the Initial Linn Agreed Value shall be reduced by such Remediation Amount in full satisfaction of such Linn Environmental Defect.

(ii) Notwithstanding anything to the contrary herein, with respect to Linn Environmental Defects for which the Linn Environmental Defect Amount exceeds (A) 90% of the Allocated Value of the affected Linn Environmental Defect Property and (B) $100,000, Linn shall have the right but not the obligation to exclude, and Citizen shall have the right to require Linn to retain, the entirety of any Linn Environmental Defect Property, together with all Linn Assets associated with such Linn Environmental Defect Property, in which event the Initial Linn Agreed Value shall be reduced by the Allocated Value of such Linn Environmental Defect Property in full satisfaction of such Linn Environmental Defect, and such Linn Environmental Defect Property, together with all Linn Assets associated with such Linn Environmental Defect Property, shall be deemed Linn Excluded Assets hereunder for all purposes. Any such election must be made by a Transacting Party by notice to the other Transacting Party on or before the Closing, and failure to so make such an election shall be deemed a waiver by such Transacting Party of its rights under this Section 5.1(c)(ii).

(iii) Notwithstanding anything to the contrary in Section 5.1(c)(i), (A) in no event shall there be any adjustments to the Initial Linn Agreed Value or Closing Linn Consideration Units under Section 5.1(c)(i) in respect of Linn Environmental Defects, Citizen shall not have the right to require Linn to retain any Linn Environmental Defect Property pursuant to Section 5.1(c)(i) and Linn shall not be responsible for any individual Linn Environmental Defect, for which the Remediation Amount does not exceed $100,000 (the "***Individual Environmental Threshold***"), provided, however, that the Remediation Amount shall be deemed to meet the Individual Environmental Threshold in any of the following cases: (1) if any Asset is affected by more than one Linn Environmental Defect, and the aggregate sum of the Remediation Amounts for all Linn Environmental Defects affecting such Asset exceeds the Individual Environmental Threshold, or (2) in the case of multiple violations of the same requirement of an Environmental Law, whether or not affecting the same Asset, the aggregate sum of the Remediation Amounts for all such common Linn Environmental Defects exceeds the Individual Environmental Threshold, and (B) in no event shall there be any adjustments to the Initial Linn Agreed Value or Closing Linn Consideration Units under Section 5.1(c)(i) in respect of Linn Environmental Defects, and Linn shall not be responsible for any Remediation Amount that exceeds the Individual Environmental Threshold unless the sum of (X) the aggregate Linn Title Defect Amounts of all Linn Title Defects after setting off all Linn Title Benefit Amounts, and excluding any Linn Title Defect Amounts attributable to Linn Title Defects cured by Linn pursuant to Section 4.2(c)(ii) or Section 4.2(e) or Linn Title Defect Properties retained by Linn pursuant to Section 4.2(d)(ii) (it being acknowledged and agreed that the Initial Linn Agreed Value shall be reduced at Closing for the Allocated Value of the retained or excluded Linn Title Defect Properties) and (Y) the aggregate Remediation Amounts of all Linn Environmental Defects that exceed the Individual Environmental Threshold (excluding (1) any Remediation Amounts attributable to Linn Environmental Defects cured by Linn pursuant to Section 5.1(b)(i) or (2) Linn Environmental Defect Properties retained by Linn pursuant to Section 5.1(c)(ii)) (it being acknowledged and agreed that the Initial Linn Agreed Value shall be reduced at Closing for the Allocated Value of the retained or excluded Linn Environmental Defect Properties), exceeds the Linn Aggregate Deductible, in which case, the adjustments to the Initial Linn Agreed Value or Closing Linn Consideration Units under Section 5.1(c)(i) shall only be for the amount by which such total exceeds the Linn Aggregate Deductible.

(d) Exclusive Remedy. Except as provided in Section 15.1 for a breach of Linn's representations and warranties set forth in Section 7.14 (and the corresponding representations in the certificate to be delivered by Linn at the Closing pursuant to (i) Section 12.6 and (ii) Section 4.2(e)(i) with respect to Linn Additional Assets), and except with respect to Citizen's and the Company's right to indemnity under Section 15.1, and without prejudice to certain rights of Citizen to exclude certain Linn Assets under Section 6.1, the provisions set forth in Section 5.1(c) shall be the exclusive right and remedy of Citizen with respect to any Linn Environmental Defect with respect to any Linn Asset.

Section 5.2 Notice of Citizen Environmental Defects.

(a) Citizen Environmental Defect Notices. On or prior to the last day of the Review Period, Linn shall have the right to assert claims for Citizen Environmental Defects against Citizen in accordance with this Section 5.2(a). To assert a Citizen Environmental Defect, Linn shall give written notice prior to the end of the Review Period to Citizen via email (with hardcopy sent for delivery the day after the end of the Review Period) meeting the requirements of this Section 5.2(a) (each, a "***Citizen Environmental Defect Notice***" and collectively, the "***Citizen Environmental Defect Notices***"). Without limiting any rights to indemnity pursuant to Article 15, any matters that may otherwise constitute Citizen Environmental Defects but that are not alleged in any Citizen Environmental Defect Notice prior to the expiration of the Review Period shall be deemed to have been waived by Linn. To be effective, each Citizen Environmental Defect Notice shall be in writing, and shall include (i) a reasonable description of each alleged Citizen Environmental Defect, (ii) the Citizen Assets or portion thereof affected thereby (each, a "***Citizen Environmental Defect Property***"), (iii) documentation, including any physical measurements or photographs, sufficient for Citizen to verify the existence of the asserted Citizen Environmental Defect(s), (iv) the Allocated Value of each Citizen Environmental Defect Property, (v) the Remediation Amount (itemized in reasonable detail) that Linn asserts is attributable to such Citizen Environmental Defect and the computations and information upon which Linn's belief is based, and (vi) the specific Environmental Law that is applicable to the Environmental Defect. Linn's calculation of the Remediation Amount included in the Citizen Environmental Defect Notice must describe in reasonable detail the Remediation proposed for the Environmental Condition that gives rise to the asserted Citizen Environmental Defect and identify all assumptions used by Linn in calculating the Remediation Amount, including the standards that Linn asserts must be met to comply with Environmental Laws.

(b) Right to Cure; Right to Dispute.

(i) Citizen shall have the option, but not the obligation, to attempt to cure, or cause to be cured, at its sole cost and expense, any Citizen Environmental Defects prior to the expiration of the Environmental Cure Period.

(ii) Prior to the Scheduled Closing Date, Citizen and Linn shall attempt to agree on all disputes related to the existence of any Citizen Environmental Defect the applicable Remediation Amount with respect thereto or the effect of any curative actions with respect to any Citizen Environmental Defect. With regard to any Citizen Asset that is subject to such an unresolved dispute as to Citizen Environmental Defects as of the Closing, and the alleged Citizen Remediation Amount is less than or equal to 90% of the Allocated Value of the

affected Citizen Asset or less than $100,000, then such Citizen Asset shall nevertheless be conveyed at Closing without adjustment to the Initial Citizen Agreed Value for such disputed Citizen Environmental Defect. Upon resolution of such dispute under Section 5.3, appropriate adjustments shall be made to the Initial Citizen Agreed Value in accordance with Section 3.3. With regard to any Citizen Asset that is subject to such an unresolved dispute as to Citizen Environmental Defects as of the Closing, and the alleged Remediation Amount is (A) greater than 90% of the Allocated Value of the affected Citizen Asset and (B) greater than $100,000, then such Citizen Asset shall be retained at Closing, and treated as a Citizen Excluded Asset hereunder. If it is ultimately determined pursuant to Section 5.3 that the actual Remediation Amount burdening such Citizen Asset is less than or equal to 90% of the Allocated Value of such Citizen Asset or less than or equal to $100,000, within five (5) Business Days of such determination, Citizen shall convey such Citizen Asset to the Company pursuant to a Citizen Assignment and the Initial Citizen Agreed Value shall be adjusted in accordance with Section 3.3 to reflect the contribution of such Citizen Asset to the Company.

(c) Remedies for Citizen Environmental Defects.

(i) Subject to Section 5.2(c)(ii), upon the final determination of the existence of any uncured Citizen Environmental Defect and Remediation Amount relating thereto (whether by written agreement between the Transacting Parties or under Section 5.3), the Initial Citizen Agreed Value shall be reduced by such Remediation Amount in full satisfaction of such Citizen Environmental Defect.

(ii) Notwithstanding anything to the contrary herein, with respect to Citizen Environmental Defects for which the Citizen Environmental Defect Amount exceeds (A) 90% of the Allocated Value of the affected Citizen Environmental Defect Property and (B) $100,000, Citizen shall have the right but not the obligation to exclude, and Linn shall have the right to require Citizen to retain, the entirety of any Citizen Environmental Defect Property, together with all Citizen Assets associated with such Citizen Environmental Defect Property, in which event the Initial Citizen Agreed Value shall be reduced by the Allocated Value of such Citizen Environmental Defect Property in full satisfaction of such Citizen Environmental Defect, and such Citizen Environmental Defect Property, together with all Citizen Assets associated with such Citizen Environmental Defect Property, shall be deemed Citizen Excluded Assets hereunder for all purposes. Any such election must be made by a Transacting Party by notice to the other Transacting Party on or before the Closing, and failure to so make such an election shall be deemed a waiver by such Transacting Party of its rights under this Section 5.2(c)(ii).

(iii) Notwithstanding anything to the contrary in Section 5.2(c)(i), (A) in no event shall there be any adjustments to the Initial Citizen Agreed Value or Closing Citizen Consideration Units under Section 5.2(c)(i) in respect of Citizen Environmental Defects, Linn shall not have the right to require Citizen to retain any Citizen Environmental Defect Property pursuant to Section 5.2(c)(i) and Citizen shall not be responsible for any individual Citizen Environmental Defect, for which the Remediation Amount does not exceed the Individual Environmental Threshold, provided, however, that the Remediation Amount shall be deemed to meet the Individual Environmental Threshold in any of the following cases: (1) if any Asset is affected by more than one Citizen Environmental Defect, and the aggregate sum of the Remediation Amounts for all Citizen Environmental Defects affecting such Asset exceeds the

Individual Environmental Threshold, or (2) in the case of multiple violations of the same requirement of an Environmental Law, whether or not affecting the same Asset, the aggregate sum of the Remediation Amounts for all such common Citizen Environmental Defects exceeds the Individual Environmental Threshold, and (B) in no event shall there be any adjustments to the Initial Citizen Agreed Value or Closing Citizen Consideration Units under Section 5.2(c)(i) in respect of Citizen Environmental Defects, and Citizen shall not be responsible for any Remediation Amount that exceeds the Individual Environmental Threshold unless the sum of (X) the aggregate Citizen Title Defect Amounts of all Citizen Title Defects after setting off all Citizen Title Benefit Amounts, and excluding any Citizen Title Defect Amounts attributable to Citizen Title Defects cured by Citizen pursuant to Section 4.3(c)(ii) or Section 4.3(e) or Citizen Title Defect Properties retained by Citizen pursuant to Section 4.3(d)(ii) (it being acknowledged and agreed that the Initial Citizen Agreed Value shall be reduced at Closing for the Allocated Value of the retained or excluded Citizen Title Defect Properties) and (Y) the aggregate Remediation Amounts of all Citizen Environmental Defects that exceed the Individual Environmental Threshold (excluding (1) any Remediation Amounts attributable to Citizen Environmental Defects cured by Citizen pursuant to Section 5.2(b)(i) or (2) Citizen Environmental Defect Properties retained by Citizen pursuant to Section 5.2(c)(ii)) (it being acknowledged and agreed that the Initial Citizen Agreed Value shall be reduced at Closing for the Allocated Value of the retained or excluded Citizen Environmental Defect Properties), exceeds the Citizen Aggregate Deductible, in which case, the adjustments to the Initial Citizen Agreed Value or Closing Citizen Consideration Units under Section 5.2(c)(i) shall only be for the amount by which such total exceeds the Citizen Aggregate Deductible.

(d) Exclusive Remedy. Except as provided in Section 15.1 for a breach of Citizen's representations and warranties set forth in Section 8.14 (and the corresponding representations in the certificate to be delivered by Citizen at the Closing pursuant to (i) Section 11.6 and (ii) Section 4.3(e)(i) with respect to Citizen Additional Assets), and except with respect to Linn's and the Company's right to indemnity under Section 15.1, and without prejudice to certain rights of Linn to exclude certain Citizen Assets under Section 6.1, the provisions set forth in Section 5.2(c) shall be the exclusive right and remedy of Linn with respect to any Citizen Environmental Defect with respect to any Citizen Asset.

Section 5.3 Environmental Disputes. If Citizen and Linn fail to agree in writing on any dispute involving or relating to the existence of a Linn Environmental Defect or Citizen Environmental Defect or the Remediation Amount of a Linn Environmental Defect or a Citizen Environmental Defect (an "***Environmental Dispute***"), then such Environmental Dispute shall be exclusively and finally resolved pursuant to arbitration in accordance with this Section 5.3. Citizen and Linn agree to pursue any such arbitration in good faith and with reasonable diligence, with the goal of concluding the arbitration as soon as practicable. There shall be a single arbitrator, who shall be an environmental attorney with at least ten (10) years' experience in the oil and gas industry involving properties in the State of Oklahoma, as selected by mutual agreement of Citizen and Linn within ten (10) days after either Citizen or Linn have provided the other with a notice of dispute invoking this Section 5.3, and absent such agreement, by the Dallas, Texas office of the American Arbitration Association (the "***Environmental Arbitrator***"). The arbitration proceeding shall be held in Oklahoma City, Oklahoma and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, to the extent such rules do not conflict with the terms of this Section 5.3, except that each

Transacting Party shall make a proposal to the Environmental Arbitrator as to how to resolve each such Environmental Dispute, and the Environmental Arbitrator shall select the proposal of the Transacting Party that is more consistent with the terms of this Agreement than the proposal of the other Transacting Party. The Environmental Arbitrator's determination shall be made within thirty (30) days after submission of an Environmental Dispute and shall be final and binding, without right of appeal. The Environmental Arbitrator shall act as an expert for the limited purpose of determining the specific Environmental Disputes presented to him or her pursuant to this Section 5.3, and shall not consider, hear or decide any matters except the specific Environmental Disputes presented. In making his or her determination, the Environmental Arbitrator shall be bound by the rules set forth in this Section 5.3 and, subject to the foregoing, may consider such other matters as in the opinion of the Environmental Arbitrator are necessary to make a proper determination. The Environmental Arbitrator may not award damages, interest or penalties to any Transacting Party or other Person with respect to any matter. The Transacting Parties shall each bear their own legal fees and other costs of presenting its case. The Transacting Party whose Environmental Dispute proposal is not selected by the Environmental Arbitrator shall bear all of the costs and expenses of the Environmental Arbitrator that relate to such Environmental Dispute.

Section 5.4 NORM; Wastes and other Substances. Each Party acknowledges that each Transacting Party's Assets have been used for exploration, development, production, gathering and transportation of oil and gas and there may be petroleum, produced water, wastes or other substances or materials located in, on or under such Assets or associated with such Assets. Equipment and sites included in the Assets may contain asbestos, NORM or other Hazardous Substances. NORM may affix or attach itself to the inside of wells, pipelines, materials and equipment as scale, or in other forms. The wells, materials and equipment located on the Assets or included in the Assets may contain NORM and other wastes or Hazardous Substances. NORM containing material and/or other wastes or Hazardous Substances may have come in contact with various environmental media, including, water, soils or sediment. Special procedures may be required for the assessment, remediation, removal, transportation or disposal of environmental media, wastes, asbestos, NORM and other Hazardous Substances from the Assets. For the avoidance of doubt (a) NORM shall not constitute the basis of a breach of Linn's representations and warranties set forth in Section 7.14 or Citizen's representations and warranties set forth in Section 8.14, and (b) no Environmental Condition involving NORM shall constitute the basis of a Linn Environmental Defect or a Citizen Environmental Defect other than with respect to NORM on out-of-service equipment.

ARTICLE 6
ACCESS; CERTAIN DISCLAIMERS

Section 6.1 Access to Assets.

(a) From and after the Execution Date and up to and including the Closing Date (or earlier termination of this Agreement), but subject to the other provisions of this Section 6.1 and obtaining any required consents of Third Parties, including Third Party operators of the Assets, each Contributing Party shall afford to the Other Party and its Representatives reasonable access, during normal business hours, to (i) such Contributing Party's and its Affiliates' employees, (ii) such Contributing Party's Assets and (iii) all Records in such Contributing

Party's or any of its Affiliates' possession. All investigations and due diligence conducted by the Other Party or its Representatives shall be conducted at such Other Party's sole cost, risk and expense and any conclusions made from any examination done by such Other Party or such Other Party's Representative shall result from such Other Party's own independent review and judgment. To the extent that there are any consents of Third Parties, including Third Party operators of the Assets, which are required to be obtained in connection with the access described in this Section 6.1(a), each Contributing Party shall use commercially reasonable efforts to obtain such consents, provided that the Contributing Party shall not be obligated to pay any fee or provide any other consideration to obtain any such consent.

(b) Each Other Party shall be entitled to conduct a Phase I environmental property assessment and regulatory compliance review with respect to the Contributing Party's Assets. Each Contributing Party or its designee shall have the right to accompany the Other Party and its Representatives whenever such Other Party and its Representatives are on site on such Contributing Party's Assets. Notwithstanding anything herein to the contrary, neither an Other Party nor its Representatives shall have access to, and shall not be permitted to conduct, any environmental due diligence requiring physical inspection (including any Phase I environmental property assessments) with respect to any Assets owned by a Contributing Party where such Contributing Party does not have the authority to grant access for such due diligence. An Other Party shall not be entitled to conduct Phase II Environmental Site Assessments in accordance with the American Society for Testing and Materials (A.S.T.M.) Standard Practice Environmental Site Assessments: Phase II Environmental Site Assessment Process (Publication Designation: E1903-11) ("***Phase II***"), any sampling, boring, drilling or other invasive investigation activities on or with respect to any of the Assets of the Contributing Party without the prior written consent of such Contributing Party, which Contributing Party may withhold such consent in its sole discretion. In the event such Contributing Party withholds its consent for: (A) Phase II, if Other Party's Phase I inspection revealed a Recognized Environmental Concern (as determined under A.S.T.M. Publication Designation: E1527-13), or (B) such other invasive activities described in the foregoing sentence, such Other Party shall be entitled to: (i) with respect to Assets operated by such Contributing Party only, exclude the affected Assets and reduce the applicable Initial Agreed Value by the Allocated Value of such Assets, or (ii) reserve its right to assert an Environmental Defect.

(c) Each Other Party shall coordinate its environmental property assessments and physical inspections of the Assets of the Contributing Party with such Contributing Party and all Third Party operators to minimize any inconvenience to or interruption of the conduct of business by such Contributing Party or such Third Party operators. Each Other Party shall abide by the Contributing Party's, and any Third Party operator's, safety rules, regulations and operating policies while conducting its due diligence evaluation of the Contributing Party's Assets, including any environmental or other inspection or assessment of such Assets. Each Other Party hereby defends, indemnifies and holds harmless each of the operators of the Assets and the Group of the Contributing Party from and against any and all Liabilities arising out of, resulting from or relating to any field visit, environmental property assessment, or other due diligence activity conducted by such Other Party or any of its Representatives with respect to the Contributing Party's Assets, even if such Liabilities arise out of or result from, SOLELY OR IN PART, THE SOLE, ACTIVE, PASSIVE, CONCURRENT OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR

VIOLATION OF LAW OF OR BY A MEMBER OF THE CONTRIBUTING PARTY'S GROUP, EXCEPTING ONLY IN THE CASE OF THIS SECTION 6.1(C) (I) LIABILITIES TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A MEMBER OF THE CONTRIBUTING PARTY'S GROUP AND (II) LIABILITIES THAT WERE EXISTING PRIOR TO SUCH INSPECTIONS.

(d) Upon completion of an Other Party's due diligence, such Other Party shall at its sole cost and expense and without any cost or expense to the Contributing Party or its Affiliates, (i) repair all damage done to the Contributing Party's Assets in connection with such Other Party's due diligence, (ii) restore the Contributing Party's Assets to at least the approximate same or better condition than they were prior to commencement of such Other Party's due diligence and (iii) remove all equipment, tools or other property brought onto the Contributing Party's Assets in connection with such Other Party's due diligence. Any disturbance to the Contributing Party's Assets (including the leasehold associated therewith) resulting from the Other Party's due diligence will be promptly corrected by such Other Party.

(e) During all periods that an Other Party and/or any of its Representatives are on a Contributing Party's Assets, such Other Party shall maintain, at its sole expense and with insurers reasonably satisfactory to the Contributing Party, policies of insurance of the types and in the amounts specified on Schedule 6.1(e).

Section 6.2 Confidentiality. Each Party acknowledges that, pursuant to its right of access to the employees of the other Party or its Affiliates, the other Party's Records and the other Party's Assets, such Party will become privy to confidential and other information of the other Party, including the results of the due diligence conducted under this Agreement, and that such confidential information shall be held confidential by such Party and its Representatives in accordance with the terms of the Confidentiality Agreement. If Closing should occur, the foregoing confidentiality restriction on a Party, including the Confidentiality Agreement, shall terminate (except as to (a) such portion of the other Party's Assets that are not conveyed to the Company pursuant to the provisions of this Agreement, (b) the other Party's Excluded Assets and (c) information related to assets other than the other Party's Assets).

Section 6.3 Certain Disclaimers.

(a) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN, IN THE CASE OF LINN, ARTICLE 7, THE CERTIFICATE TO BE DELIVERED BY LINN AT THE CLOSING PURSUANT TO SECTION 12.6 OR WITH RESPECT TO THE LINN ADDITIONAL ASSETS PURSUANT TO SECTION 4.2(E)(I) AND THE SPECIAL WARRANTY OF TITLE IN THE LINN ASSIGNMENT, AND IN THE CASE OF CITIZEN, ARTICLE 8, THE CERTIFICATE TO BE DELIVERED BY CITIZEN AT THE CLOSING PURSUANT TO SECTION 11.6 OR WITH RESPECT TO THE CITIZEN ADDITIONAL ASSETS PURSUANT TO SECTION 4.3(E)(I) AND THE SPECIAL WARRANTY OF TITLE IN THE CITIZEN ASSIGNMENT, (i) EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (ii) SUCH PARTY EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO THE OTHER PARTIES' GROUPS (INCLUDING, ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF ANY SUCH PERSONS).

(b) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN, IN THE CASE OF LINN, ARTICLE 7, THE CERTIFICATE TO BE DELIVERED BY LINN AT THE CLOSING PURSUANT TO SECTION 12.6 OR WITH RESPECT TO THE LINN ADDITIONAL ASSETS PURSUANT TO SECTION 4.2(E)(I) AND THE SPECIAL WARRANTY OF TITLE IN THE LINN ASSIGNMENT, AND IN THE CASE OF CITIZEN, ARTICLE 8, THE CERTIFICATE TO BE DELIVERED BY CITIZEN AT THE CLOSING PURSUANT TO SECTION 11.6 OR WITH RESPECT TO THE CITIZEN ADDITIONAL ASSETS PURSUANT TO SECTION 4.3(E)(I) AND THE SPECIAL WARRANTY OF TITLE IN THE CITIZEN ASSIGNMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH TRANSACTING PARTY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (i) TITLE TO ANY OF ITS ASSETS, (ii) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO ITS ASSETS, (iii) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM ITS ASSETS, (iv) ANY ESTIMATES OF THE VALUE OF ITS ASSETS OR FUTURE REVENUES GENERATED BY ITS ASSETS, (v) THE PRODUCTION OF HYDROCARBONS FROM ITS ASSETS, (vi) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF ITS ASSETS, (vii) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY SUCH PARTY OR THIRD PARTIES WITH RESPECT TO ITS ASSETS, (viii) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO THE OTHER PARTIES' GROUPS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (ix) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT. EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN, IN THE CASE OF LINN, ARTICLE 7, THE CERTIFICATE TO BE DELIVERED BY LINN AT THE CLOSING PURSUANT TO SECTION 12.6 OR WITH RESPECT TO THE LINN ADDITIONAL ASSETS PURSUANT TO SECTION 4.2(E)(I) AND THE SPECIAL WARRANTY OF TITLE IN THE LINN ASSIGNMENT, AND IN THE CASE OF CITIZEN, ARTICLE 8, THE CERTIFICATE TO BE DELIVERED BY CITIZEN AT THE CLOSING PURSUANT TO SECTION 11.6 OR WITH RESPECT TO THE CITIZEN ADDITIONAL ASSETS PURSUANT TO SECTION 4.3(E)(I) AND THE SPECIAL WARRANTY OF TITLE IN THE CITIZEN ASSIGNMENT, EACH TRANSACTING PARTY FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY OF ITS ASSETS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE CONSIDERATION. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN, IN THE CASE OF LINN,

ARTICLE 7, THE CERTIFICATE TO BE DELIVERED BY LINN AT THE CLOSING PURSUANT TO SECTION 12.6, AND ARTICLE 15 OR WITH RESPECT TO THE LINN ADDITIONAL ASSETS PURSUANT TO SECTION 4.2(E)(I) AND THE SPECIAL WARRANTY OF TITLE IN THE LINN ASSIGNMENT, AND IN THE CASE OF CITIZEN, ARTICLE 8, THE CERTIFICATE TO BE DELIVERED BY CITIZEN AT THE CLOSING PURSUANT TO SECTION 11.6, AND ARTICLE 15 OR WITH RESPECT TO THE CITIZEN ADDITIONAL ASSETS PURSUANT TO SECTION 4.3(E)(I) AND THE SPECIAL WARRANTY OF TITLE IN THE CITIZEN ASSIGNMENT, THE COMPANY SHALL BE DEEMED TO BE OBTAINING SUCH PARTY'S ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT THE OTHER PARTIES' GROUPS HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS OF THE ASSETS AS SUCH PERSONS DEEM APPROPRIATE.

(c) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN, IN THE CASE OF LINN, SECTION 7.14 AND THE CORRESPONDING REPRESENTATIONS IN THE CERTIFICATE TO BE DELIVERED BY LINN AT THE CLOSING PURSUANT TO SECTION 12.6 OR WITH RESPECT TO THE LINN ADDITIONAL ASSETS PURSUANT TO SECTION 4.2(E)(I), AND IN THE CASE OF CITIZEN, SECTION 8.14 AND THE CORRESPONDING REPRESENTATION IN THE CERTIFICATE TO BE DELIVERED BY CITIZEN AT THE CLOSING PURSUANT TO SECTION 11.6 OR WITH RESPECT TO THE CITIZEN ADDITIONAL ASSETS PURSUANT TO SECTION 4.3(E)(I), NO PARTY HAS AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF HAZARDOUS SUBSTANCES INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF ITS ASSETS, AND NOTHING IN THIS AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND SUBJECT TO THE OTHER PARTIES' LIMITED RIGHTS AS EXPRESSLY SPECIFIED IN THIS AGREEMENT FOR A BREACH OF SUCH PARTY'S REPRESENTATION SET FORTH IN, IN THE CASE OF LINN, SECTION 7.14, IN THE CORRESPONDING REPRESENTATIONS IN THE CERTIFICATE TO BE DELIVERED BY LINN AT THE CLOSING PURSUANT TO SECTION 12.6, AND LINN'S RIGHT TO INDEMNIFICATION UNDER ARTICLE 15, OR WITH RESPECT TO THE LINN ADDITIONAL ASSETS PURSUANT TO SECTION 4.2(E)(I), AND IN THE CASE OF CITIZEN, SECTION 8.14 AND THE CORRESPONDING REPRESENTATION IN THE CERTIFICATE TO BE DELIVERED BY CITIZEN AT THE CLOSING PURSUANT TO SECTION 11.6, AND CITIZEN'S RIGHT TO INDEMNIFICATION UNDER ARTICLE 15, OR WITH RESPECT TO THE CITIZEN ADDITIONAL ASSETS PURSUANT TO SECTION 4.3(E)(I), THE COMPANY SHALL BE DEEMED TO BE OBTAINING EACH TRANSACTING PARTY'S ASSETS "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION AND THAT EACH PARTY HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS OF THE OTHER PARTY'S ASSETS AS SUCH PARTY DEEMS APPROPRIATE.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES OF LINN

On the Execution Date and on the Closing Date, Linn represents and warrants to Citizen and the Company as follows:

Section 7.1 Organization, Existence and Qualification. Each of LEH and LOI is a limited liability company, duly formed, validly existing and in good standing under the Laws of the State of Delaware and is duly qualified to do business in each jurisdiction in which the nature of its business as now conducted makes such qualification necessary.

Section 7.2 Authority, Approval and Enforceability. Linn has full power and authority to enter into and perform this Agreement, the Transaction Documents to which it is a party and the transactions contemplated herein and therein. The execution, delivery and performance by Linn of this Agreement and the Transaction Documents to which Linn is a party have been duly and validly authorized and approved by all necessary action on the part of Linn. This Agreement is, and the Transaction Documents to which Linn is a party, when executed and delivered by Linn, will be, the valid and binding obligations of Linn, and enforceable against it, in accordance with their respective terms, subject to the effects of bankruptcy, insolvency, reorganization, moratorium and similar Laws, as well as to principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 7.3 No Conflicts. Assuming the receipt of all applicable consents and approvals in connection with the transactions contemplated hereby and the waiver of, or compliance with, all Linn Preferential Purchase Rights applicable to the transactions contemplated hereby, the execution, delivery and performance by Linn of this Agreement, the Transaction Documents to which it is a party and the consummation of the transactions contemplated herein and therein will not (a) conflict with or result in a breach of any provisions of the organizational documents of Linn, (b) result in a default or the creation of any Encumbrance on the Linn Assets (other than a Linn Permitted Encumbrance) or give rise to any right of termination, cancellation or acceleration under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license or Linn Contract, or (c) violate any Law applicable to Linn or any of the Linn Assets, except, in the case of clause (b), where such default, termination, cancellation, or acceleration would not have a material adverse effect upon the Linn Assets or the ability of Linn to consummate the transactions contemplated by this Agreement.

Section 7.4 Bankruptcy. Other than resolution of claims proceedings under the Linn Energy, LLC (the predecessor to Linn's parent company), Chapter 11 case in the U.S. Bankruptcy Court in the Southern District of Texas (Linn Energy, LLC, et al., Case No. 16-60040), there are no bankruptcy, reorganization or receivership proceedings pending, being contemplated by or, to such Linn's Knowledge, threatened in writing against Linn.

Section 7.5 Brokers' Fees. Linn has not incurred any liability, contingent or otherwise, for brokers' or finders' fees relating to the transactions contemplated by this Agreement for which the Company or Citizen shall have any responsibility.

Section 7.6 Litigation. Except as set forth on Schedule 7.6, as of the Execution Date, there is no suit, action or litigation by any Person by or before any Governmental Body, and no legal, administrative or arbitration proceeding (in each case) pending or, to Linn's Knowledge, threatened in writing (a) against Linn or any Affiliate of Linn, (b) that relates to Linn's ownership of the Linn Assets or otherwise relates to the Linn Assets, or (c) that would be reasonably likely to have a material adverse effect upon the ability of Linn to consummate the transactions contemplated by this Agreement.

Section 7.7 No Violation of Laws. As of the Execution Date and, subject to any changes acknowledged in the Linn Closing Certificate for matters occurring between the Execution Date and Closing only, as of the Closing, Linn is not in violation of any applicable material Laws with respect to its ownership and operation of the Linn Assets in any material respect. This Section 7.7 does not include any matters with respect to Tax Laws or Environmental Laws, Linn's representations as to such matters being addressed exclusively in Section 7.8 and Section 7.14, respectively. For purposes of this Section 7.7, a Law is a "material Law" to the extent a breach of such Law would be likely to have material impact on Linn's ability to own, operate or develop a Linn Asset affected by the breach of such Law.

Section 7.8 Taxes.

(a) All Asset Taxes that have become due and payable with respect to the Linn Assets have been duly paid, and all Tax Returns relating to Asset Taxes required to be filed with respect to the Linn Assets have been duly and timely filed. All such Tax Returns are true, correct and complete in all material respects.

(b) There are not currently in effect any extensions or waivers of any statute of limitations of any jurisdiction regarding the assessment or collection of any Asset Taxes of Linn and no request for such waiver or extension is pending.

(c) There are no claims, assessments, demands, actions, suits, proceedings or audits asserted or now in progress, or to Linn's Knowledge, threatened, against Linn with respect to Asset Taxes relating to the Linn Assets.

(d) There are no liens on any of the Linn Assets attributable to Taxes except for liens for current period Taxes that are not yet due and payable.

(e) Other than as set forth in Schedule 7.8, none of the Linn Assets is subject to any tax partnership agreement or is otherwise treated, or required to be treated, as held in an arrangement requiring a partnership income Tax Return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code.

(f) All of the Linn Assets that are subject to property Tax have been properly listed and described on the property Tax rolls for all periods prior to and including the Closing Date and no portion of such assets constitutes omitted property for property Tax purposes.

(g) Linn is not a "foreign person" within the meaning of Section 1445 of the Code.

Section 7.9 Accredited Investor. Linn is an "accredited investor," as such term is defined in Regulation D of the Securities Act of 1933, as amended, and will acquire its portion of the equity interests in the Company for its own account and not with a view to a sale or distribution thereof in violation of the Securities Act of 1933, as amended, and the rules and regulations thereunder, any applicable state blue sky Laws or any other applicable securities Laws.

Section 7.10 Independent Evaluation. Linn is sophisticated in the evaluation, purchase, ownership and operation of oil and gas properties and related facilities, including equity interests of Persons operating such businesses. In making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Linn has relied or shall rely solely on the representations, warranties and covenants set forth herein and in the Transaction Documents and its own independent investigation and evaluation of the Citizen Assets and Units in the Company and the advice of its own legal, Tax, economic, environmental, engineering, geological and geophysical advisors and the express provisions of this Agreement and not on any comments, statements, projections or other materials made or given by any representatives or consultants or advisors of Citizen.

Section 7.11 Linn Consents. Except (a) as set forth on Schedule 7.11, (b) for Customary Post-Closing Consents, and (c) for any Linn Preferential Purchase Rights, there are no prohibitions on assignment or requirements to obtain consents from Third Parties, in each case, that would be applicable in connection with the transfer of the Linn Assets to the Company or the consummation of the transactions contemplated by this Agreement by Linn.

Section 7.12 Linn Preferential Purchase Rights. Except as set forth on Schedule 7.12, there are no preferential purchase rights, rights of first refusal or other similar rights that are applicable to the transfer of the Linn Assets to the Company in connection with the transactions contemplated hereby (each, a "***Linn Preferential Purchase Right***").

Section 7.13 Material Contracts.

(a) Schedule 7.13(a) describes the following Linn Contracts:

(i) all Linn Contracts that constitute farmout, farmin, development agreements, joint venture and exploration agreements, participation agreements or similar agreements where (A) the primary obligation thereunder has not been fully performed or expired (and for purposes hereof, the term "***primary obligation***" shall mean and include any commitment to pay amounts (other than standard indemnification obligations related to actions or operations taken or conducted during the term of such agreement), any remaining period for any party thereto to elect or exercise options relating to earning, acquiring, assigning, or forfeiting interests in properties, any remaining right to participate in proposed operations, or any remaining right to alternate, assume or otherwise transfer operatorship) or (B) there are any remaining drilling or development obligations on the part of Linn (or after the Closing, the Company) for which the failure to fulfill such obligations will result in a breach of such Linn Contract or the reversion of or the obligation to transfer an interest in or operatorship of a Linn Well or Linn Lease to a counterparty under such Linn Contract;

(ii) all Linn Contracts that include non-competition restrictions or area of mutual interest provisions or other similar restrictions on doing business, in each case, that remain in effect as of the Execution Date;

(iii) all Linn Contracts that are Hydrocarbon production sales or purchase, gathering, transportation, marketing, supply, exchange and processing agreements relating to the Linn Assets, other than such agreements that are terminable on upon not more than ninety (90) days' notice without penalty;

(iv) all Linn Contracts with any Affiliate of Linn that will not be terminated as of Closing;

(v) all Linn Contracts burdening the Linn Assets that could reasonably be expected to obligate the Company to expend in excess of $500,000 in any calendar year;

(vi) all Linn Contracts burdening the Linn Assets that could reasonably be expected to result in aggregate revenues to the Company in excess of $500,000 in any calendar year;

(vii) all Linn Contracts providing for a call upon, option to purchase or similar right under any agreements with respect to the Hydrocarbons produced from the Linn Assets;

(viii) all Linn Contracts under which Linn (or, after Closing, the Company) is or may be obligated to transfer, assign or convey any right, title or interest in any Linn Asset;

(ix) any Linn Contract that is an indenture, mortgage, loan, credit or sale-leaseback or other similar Contract;

(x) all Linn Contracts that constitute seismic or geophysical Contracts or commitment to acquire, generate or develop seismic data;

(xi) all Linn Contracts for the sale of gas containing a take or pay, advance payments, prepayment or similar provision or requiring gas to be gathered, delivered, processed or transported without then or thereafter receiving full payment therefore;

(xii) all term assignments covering Linn Leases, unless such interest is held past its primary term (provided that the primary term provided in such term assignment pursuant to which Linn or its predecessor-in-interest acquired such Linn Lease shall be deemed to be the primary term for purposes of this item (xii)); and

(xiii) all Linn Contracts that are joint operating agreements or unit operating agreements applicable to the Linn Assets.

The Linn Contracts described in Sections 7.13(a)(i) through Section 7.13(a)(xiii) above are collectively referred to herein as the "***Linn Material Contracts***".

(b) Except as disclosed in Schedule 7.13(b), (i) Linn is not in material breach or default under any of the Linn Material Contracts, (ii) to Linn's Knowledge, no other party to any such Linn Material Contract is in material breach or default under any such Linn Material Contract, and (iii) each Linn Material Contract is in full force and effect, in accordance with their stated terms (as such terms have been amended, to the extent the amendments are reflected Schedule 7.13(a)).

(c) There are no Hedge Contracts of Linn in existence as of the Closing Date that will be binding on the Linn Assets after Closing.

(d) None of the joint operating agreements or unit operating agreements that are Linn Material Contracts: (i) cover more than 640 acres, (ii) contain or provide for any alternating operatorship or alternating designation of operator, (iii) provide for any drilling commitments or drilling obligations that have not been satisfied, other than those relating to an AFE identified on Schedule 7.18, or (iv) provide for any disproportionate sharing of costs, revenues or share of production (other than to the extent relating to default provisions or non-consent elections).

Section 7.14 Environmental Matters. Except as set forth on Schedule 7.14:

(a) As of the Execution Date: (i) there is no pending notice or lawsuit, administrative action or other proceeding by a Governmental Body with respect to the Linn Assets which alleges a violation of or liability under any Environmental Laws, in each case, for which corrective actions have yet to be completed and/or any asserted fine or monetary damage has not been paid or otherwise finally resolved, and to Linn's Knowledge, no such notice or lawsuit, administrative action or other proceeding has been threatened in writing; and (ii) there is no pending notice or lawsuit, administrative action or other proceeding by a Governmental Body asserting the need for investigation or remediation of an Environmental Condition or of any spill or release of Hazardous Substances or Hydrocarbons with respect to any of the Linn Assets, in each case, for which corrective actions have yet to be completed and/or any asserted fine or monetary damage has not been paid or otherwise finally resolved, and to Linn's Knowledge, no such notice or lawsuit, administrative action or other proceeding has been threatened in writing. During the period between the day that is 18 months prior to the Execution Date and the Execution Date: (I) there has been no notice or lawsuit, administrative action, notice of intent to file a citizen suit or other proceeding initiated by a Person that is not a Governmental Body with respect to the Linn Assets which alleges a violation of or liability under any Environmental Laws, in each case, for which corrective actions have yet to be completed and/or any asserted fine or monetary damage has not been paid or otherwise finally resolved, and to Linn's Knowledge, no such notice or lawsuit, administrative action, notice of intent to file a citizen suit or other proceeding has been threatened in writing; and (II) there has been no notice or lawsuit, administrative action, notice of intent to file a citizen suit or other proceeding by a Person that is not a Governmental Body asserting the need for investigation or remediation of an Environmental Condition or of any spill or release of Hazardous Substances or Hydrocarbons with respect to any of the Linn Assets, in each case, for which corrective actions have yet to be completed and/or any asserted fine or monetary damage has not been paid or otherwise finally resolved, and to Linn's Knowledge, no such notice or lawsuit, administrative action, notice of intent to file a citizen suit or other proceeding has been threatened in writing.

(b) Linn has made available to Citizen complete and correct copies of all final Third Party reports and studies prepared with respect to the environmental condition of the Linn Assets since January 1, 2012.

Section 7.15 Non-Consent Elections. As of the Execution Date, except as set forth on Schedule 7.15, Linn has not elected (and was not deemed to have elected) not to participate in any operation or activity proposed with respect to the Linn Assets. To Linn's Knowledge, Schedule 7.15 contains a complete and accurate list of (i) the status of any "payout" balance, as of the Effective Time, for the Linn operated Linn Wells subject to a reversion or other adjustment at some level of cost recovery or payout (or passage of time or other event other than termination of a Linn Lease by its terms); and (ii) to the extent received by Linn from the applicable operator as of the Execution Date, the payout status of all Linn Wells which are not operated by Linn and are subject to a reversion or other adjustment at some level of cost recovery or payout.

Section 7.16 Royalties. Except for Burdens associated with Linn Suspense Funds, all Burdens with respect to the Linn Assets have been paid in all material respects, or if not paid, are being contested in good faith in the normal course of business. Schedule 7.16 sets forth all Burdens with respect to the Linn Assets that are being contested and all items that are being held in suspense as of the Effective Time.

Section 7.17 Imbalances. Schedule 7.17 sets forth all material Imbalances associated with the Linn Assets as of the dates set forth in such Schedule.

Section 7.18 Current Commitments. Schedule 7.18 sets forth, as of the date of this Agreement, all authorizations for expenditures ("***AFEs***") in excess of $250,000 (net to Linn's interest) relating to the Linn Assets to drill or rework wells or for other capital expenditures for which all of the activities anticipated in such AFEs or commitments have not been completed by the Closing Date.

Section 7.19 Wells. Except as set forth on Schedule 7.19:

(a) To Linn's Knowledge, all of the Linn Wells have been drilled and completed in all material respects within the limits permitted by all applicable Linn Leases and Applicable Contracts.

(b) To Linn's Knowledge, there are not any Linn Wells that (i) Linn is currently obligated by any Laws or contract to currently plug, dismantle and/or abandon; or (ii) have been plugged, dismantled or abandoned in a manner that does not comply in all material respects with applicable Laws.

Section 7.20 No Prepayments; No Calls on Production. Linn is not obligated by virtue of any take-or-pay payment, advance payment or other similar payment (other than gas balancing arrangements) to deliver Hydrocarbons, or proceeds from the sale thereof, attributable to the Linn Assets at some future time without receiving payment therefor at or after the time of delivery. Except as expressly described on Schedule 7.20, (i) Linn has not granted to any Third Party any calls on Hydrocarbons allocable to the Linn Assets, nor any optional rights to purchase the same, and (ii) Linn has no Knowledge of any other calls on Hydrocarbons allocable to the Linn Assets, nor any optional rights to purchase the same.

Section 7.21 Compliance with Permits.

(a) Linn or an Affiliate of Linn has obtained and is maintaining all material Permits that are necessary or required for the ownership, development and operation of that portion of the Linn Assets that are operated by Linn or an Affiliate of Linn; and

(b) To Linn's Knowledge, all Third Party operators of the Linn Assets have obtained and are maintaining all material Permits that are necessary or required for the ownership, development and operation of that portion of the Linn Assets that are operated by Third Parties.

Section 7.22 Condemnation. As of the Execution Date, there is no actual or, to Linn's Knowledge, threatened in writing taking (whether permanent, temporary, whole or partial) of any part the Linn Assets by reason of condemnation.

Section 7.23 Certain Linn Employees. Linn represents and warrants that, with respect to the Linn Employees providing technical, engineering, geoscience or land services with respect to the Linn Assets, (a) there are no labor agreements, collective bargaining agreements, or other labor contracts applicable to any such Linn Employees to which Linn or its Affiliate is a party or is bound; (b) no such Linn Employees are represented by any labor organization, union, or group of employees, and no labor organization or union; (c) there are no current or, to Linn's Knowledge, threatened representational campaigns or other organizing activities by any union seeking to become the collective bargaining representative of any such Linn Employees, and there is no union or labor organization representation question or certification petition against Linn or its Affiliate pending or threatened before the NLRB or any similar Governmental Body; (d) neither Linn nor its Affiliate is currently experiencing, and has not in the previous four (4) years experienced, a labor strike, material labor dispute, work stoppage, work slowdown, lockout, or similar matter involving any Linn Employees providing technical, engineering, geoscience or land services with respect to the Linn Assets; and (e) neither Linn nor its Affiliate is currently engaged in any unfair labor practices regarding any such Linn Employees and there are no pending or threatened proceeding involving any unfair labor practices regarding such Linn Employees before the NLRB or any similar Governmental Body.

Section 7.24 Equipment; No Related Assets. With respect to the Linn Equipment, Hydrocarbon production and other personal property included in the Linn Assets, Linn's title as of the Execution Date is, and as of the Closing Date shall be transferred to the Company free and clear of Encumbrances other than Permitted Encumbrances. Other than with regard to the Linn Excluded Assets and the Linn Assets, neither Linn, nor any Affiliate of Linn, owns, leases or holds any other real, personal or mixed property interests that have been primarily used or held for use with the Linn Assets or would be necessary for the Company to have in order for the Company to own, operate, develop and maintain the Linn Assets immediately after Closing in a manner consistent with the ownership, operation, development and maintenance of the Linn Assets by Linn (and its Affiliate predecessors in interest) during the period immediately prior to Closing.

Section 7.25 Bonds. Schedule 7.25 is a complete and accurate list in all material respects of all cash deposits, guarantees, letters of credit, treasury securities, surety bonds and other forms of credit assurances or credit support provided by Linn or any Affiliate of Linn in support of the obligations of Linn or any Affiliate of Linn to any Governmental Body, contract counterparty or other Person by Linn or any Affiliate of Linn related to the ownership or operation of the Linn Assets.

Section 7.26 Midstream Dedications. Except as set forth in Schedule 7.26, none of the Linn Assets is subject to a contract containing a dedication of acreage or minimum volume requirements.

Section 7.27 Area of Mutual Interest and Other Agreements. Except as set forth in Schedule 7.27, no Linn Asset is subject to (or has related to it) any area of mutual interest agreements as of the Execution Date. Except as set forth in Schedule 7.27, no Linn Asset is subject to (or has related to it) any farm-out or farm-in agreement under which any party thereto is entitled to receive assignments not yet made, or could earn additional assignments after the Effective Time.

Section 7.28 Linn Casualty Loss. Except as set forth in Schedule 7.28, during the period commencing on the Effective Time and ending on the Execution Date, there has been no Linn Casualty Loss affecting any of the Linn Assets.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES OF CITIZEN

On the Execution Date and on the Closing Date, Citizen represents and warrants to Linn and the Company as follows:

Section 8.1 Organization, Existence and Qualification. Citizen is a limited liability company, duly formed, validly existing and in good standing under the Laws of the State of Oklahoma and is duly qualified to do business in each jurisdiction in which the nature of its business as now conducted makes such qualification necessary.

Section 8.2 Authority, Approval and Enforceability. Citizen has full power and authority to enter into and perform this Agreement, the Transaction Documents to which it is a party and the transactions contemplated herein and therein. The execution, delivery and performance by Citizen of this Agreement and the Transaction Documents to which Citizen is a party have been duly and validly authorized and approved by all necessary action on the part of Citizen. This Agreement is, and the Transaction Documents to which Citizen is a party, when executed and delivered by Citizen, will be, the valid and binding obligations of Citizen, and enforceable against it, in accordance with their respective terms, subject to the effects of bankruptcy, insolvency, reorganization, moratorium and similar Laws, as well as to principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 8.3 No Conflicts. Assuming the receipt of all applicable consents and approvals in connection with the transactions contemplated hereby and the waiver of, or compliance with, all Citizen Preferential Purchase Rights applicable to the transactions contemplated hereby, the execution, delivery and performance by Citizen of this Agreement, the Transaction Documents to which it is a party and the consummation of the transactions contemplated herein and therein will not (a) conflict with or result in a breach of any provisions of the organizational documents of Citizen, (b) result in a default or the creation of any Encumbrance on the Citizen Assets (other than a Citizen Permitted Encumbrance) or give rise to any right of termination, cancellation or acceleration under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license or Citizen Contract, or (c) violate any Law applicable to Citizen or any of the Citizen Assets, except, in the case of clause (b), where such default, termination, cancellation, or acceleration would not have a material adverse effect upon the Citizen Assets or the ability of Citizen to consummate the transactions contemplated by this Agreement.

Section 8.4 Bankruptcy. There are no bankruptcy, reorganization or receivership proceedings pending, being contemplated by or, to such Citizen's Knowledge, threatened in writing against Citizen.

Section 8.5 Brokers' Fees. Citizen has not incurred any liability, contingent or otherwise, for brokers' or finders' fees relating to the transactions contemplated by this Agreement for which the Company or Linn shall have any responsibility.

Section 8.6 Litigation. Except as set forth on Schedule 8.6, as of the Execution Date, there is no suit, action or litigation by any Person by or before any Governmental Body, and no legal, administrative or arbitration proceeding (in each case) pending or, to Citizen's Knowledge, threatened in writing (a) against Citizen or any Affiliate of Citizen, (b) that relates to Citizen's ownership of the Citizen Assets or otherwise relates to the Citizen Assets, or (c) that would be reasonably likely to have a material adverse effect upon the ability of Citizen to consummate the transactions contemplated by this Agreement.

Section 8.7 No Violation of Laws. As of the Execution Date and, subject to any changes acknowledged in the Citizen Closing Certificate for matters occurring between the Execution Date and Closing only, as of the Closing, Citizen is not in violation of any applicable material Laws with respect to its ownership and operation of the Citizen Assets in any material respect. This Section 8.7 does not include any matters with respect to Tax Laws or Environmental Laws, Citizen's representations as to such matters being addressed exclusively in Section 8.8 and Section 8.14, respectively. For purposes of this Section 8.7, a Law is a "material Law" to the extent a breach of such Law would be likely to have material impact on Citizen's ability to own, operate or develop a Citizen Asset affected by the breach of such Law.

Section 8.8 Taxes.

(a) All Asset Taxes that have become due and payable with respect to the Citizen Assets have been duly paid, and all Tax Returns relating to Asset Taxes required to be filed with respect to the Citizen Assets have been duly and timely filed. All such Tax Returns are true, correct and complete in all material respects.

(b) There are not currently in effect any extensions or waivers of any statute of limitations of any jurisdiction regarding the assessment or collection of any Asset Taxes of Citizen and no request for such waiver or extension is pending.

(c) There are no claims, assessments, demands, actions, suits, proceedings or audits asserted or now in progress, or to Citizen's Knowledge, threatened, against Citizen with respect to Asset Taxes relating to the Citizen Assets.

(d) There are no liens on any of the Citizen Assets attributable to Taxes except for liens for current period Taxes that are not yet due and payable.

(e) Other than as set forth in Schedule 8.8, none of the Citizen Assets is subject to any tax partnership agreement or is otherwise treated, or required to be treated, as held in an arrangement requiring a partnership income Tax Return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code.

(f) All of the Citizen Assets that are subject to property Tax have been properly listed and described on the property Tax rolls for all periods prior to and including the Closing Date and no portion of such assets constitutes omitted property for property Tax purposes.

(g) Citizen is not a "foreign person" within the meaning of Section 1445 of the Code.

Section 8.9 Accredited Investor. Citizen is an "accredited investor," as such term is defined in Regulation D of the Securities Act of 1933, as amended, and will acquire its portion of the equity interests in the Company for its own account and not with a view to a sale or distribution thereof in violation of the Securities Act of 1933, as amended, and the rules and regulations thereunder, any applicable state blue sky Laws or any other applicable securities Laws.

Section 8.10 Independent Evaluation. Citizen is sophisticated in the evaluation, purchase, ownership and operation of oil and gas properties and related facilities, including equity interests of Persons operating such businesses. In making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Citizen has relied or shall rely solely on the representations, warranties and covenants set forth herein and in the Transaction Documents and its own independent investigation and evaluation of the Linn Assets and Units in the Company and the advice of its own legal, Tax, economic, environmental, engineering, geological and geophysical advisors and the express provisions of this Agreement and not on any comments, statements, projections or other materials made or given by any representatives or consultants or advisors of Linn.

Section 8.11 Citizen Consents. Except (a) as set forth on Schedule 8.11, (b) for Customary Post-Closing Consents, and (c) for any Citizen Preferential Purchase Rights, there are no prohibitions on assignment or requirements to obtain consents from Third Parties, in each case, that would be applicable in connection with the transfer of the Citizen Assets to the Company or the consummation of the transactions contemplated by this Agreement by Citizen.

Section 8.12 Citizen Preferential Purchase Rights. Except as set forth on Schedule 8.12, there are no preferential purchase rights, rights of first refusal or other similar rights that are applicable to the transfer of the Citizen Assets to the Company in connection with the transactions contemplated hereby (each, a "***Citizen Preferential Purchase Right***").

Section 8.13 Material Contracts.

(a) Schedule 8.13(a) describes the following Citizen Contracts:

(i) all Citizen Contracts that constitute farmout, farmin, development agreements, joint venture and exploration agreements, participation agreements or similar agreements where (A) the primary obligation thereunder has not been fully performed or expired (and for purposes hereof, the term "***primary obligation***" shall mean and include any commitment to pay amounts (other than standard indemnification obligations related to actions or operations taken or conducted during the term of such agreement), any remaining period for any party thereto to elect or exercise options relating to earning, acquiring, assigning, or forfeiting interests in properties, any remaining right to participate in proposed operations, or any remaining right to alternate, assume or otherwise transfer operatorship) or (B) there are any remaining drilling or development obligations on the part of Citizen (or after the Closing, the Company) for which the failure to fulfill such obligations will result in a breach of such Citizen Contract or the reversion of or the obligation to transfer an interest in or operatorship of a Citizen Well or Citizen Lease to a counterparty under such Citizen Contract;

(ii) all Citizen Contracts that include non-competition restrictions or area of mutual interest provisions or other similar restrictions on doing business, in each case, that remain in effect as of the Execution Date;

(iii) all Citizen Contracts that are Hydrocarbon production sales or purchase, gathering, transportation, marketing, supply, exchange and processing agreements relating to the Citizen Assets, other than such agreements that are terminable on upon not more than ninety (90) days' notice without penalty;

(iv) all Citizen Contracts with any Affiliate of Citizen that will not be terminated as of Closing;

(v) all Citizen Contracts burdening the Citizen Assets that could reasonably be expected to obligate the Company to expend in excess of $500,000 in any calendar year;

(vi) all Citizen Contracts burdening the Citizen Assets that could reasonably be expected to result in aggregate revenues to the Company in excess of $500,000 in any calendar year;

(vii) all Citizen Contracts providing for a call upon, option to purchase or similar right under any agreements with respect to the Hydrocarbons produced from the Citizen Assets;

(viii) all Citizen Contracts under which Citizen (or, after Closing, the Company) is or may be obligated to transfer, assign or convey any right, title or interest in any Citizen Asset;

(ix) any Citizen Contract that is an indenture, mortgage, loan, credit or sale-leaseback or other similar Contract;

(x) all Citizen Contracts that constitute seismic or geophysical Contracts or commitment to acquire, generate or develop seismic data;

(xi) all Citizen Contracts for the sale of gas containing a take or pay, advance payments, prepayment or similar provision or requiring gas to be gathered, delivered, processed or transported without then or thereafter receiving full payment therefore;

(xii) all term assignments covering Citizen Leases, unless such interest is held past its primary term (provided that the primary term provided in such term assignment pursuant to which Citizen or its predecessor-in-interest acquired such Citizen Lease shall be deemed to be the primary term for purposes of this item (xii)); and

(xiii) all Citizen Contracts that are joint operating agreements or unit operating agreements applicable to the Citizen Assets.

The Citizen Contracts described in Sections 8.13(a)(i) through Section 8.13(a)(xiii) above are collectively referred to herein as the "***Citizen Material Contracts***".

(b) Except as disclosed in Schedule 8.13(b), (i) Citizen is not in material breach or default under any of the Citizen Material Contracts, (ii) to Citizen's Knowledge, no other party to any such Citizen Material Contract is in material breach or default under any such Citizen Material Contract, and (iii) each Citizen Material Contract is in full force and effect, in accordance with their stated terms (as such terms have been amended, to the extent the amendments are reflected Schedule 7.13(a)).

(c) There are no Hedge Contracts of Citizen in existence as of the Closing Date that will be binding on the Citizen Assets after Closing.

(d) None of the joint operating agreements or unit operating agreements that are Citizen Material Contracts: (i) cover more than 640 acres, (ii) contain or provide for any alternating operatorship or alternating designation of operator, (iii) provide for any drilling commitments or drilling obligations that have not been satisfied, other than those relating to an AFE identified on Schedule 8.18, or (iv) provide for any disproportionate sharing of costs, revenues or share of production (other than to the extent relating to default provisions or non-consent elections).

Section 8.14 Environmental Matters. Except as set forth on Schedule 8.14:

(a) As of the Execution Date: (i) there is no pending notice or lawsuit, administrative action or other proceeding by a Governmental Body with respect to the Citizen Assets which alleges a violation of or liability under any Environmental Laws, in each case, for

which corrective actions have yet to be completed and/or any asserted fine or monetary damage has not been paid or otherwise finally resolved, and to Citizen's Knowledge, no such notice or lawsuit, administrative action or other proceeding has been threatened in writing; and (ii) there is no pending notice or lawsuit, administrative action or other proceeding by a Governmental Body asserting the need for investigation or remediation of an Environmental Condition or of any spill or release of Hazardous Substances or Hydrocarbons with respect to any of the Citizen Assets, in each case, for which corrective actions have yet to be completed and/or any asserted fine or monetary damage has not been paid or otherwise finally resolved, and to Citizen's Knowledge, no such notice or lawsuit, administrative action or other proceeding has been threatened in writing. During the period between the day that is 18 months prior to the Execution Date and the Execution Date: (I) there has been no notice or lawsuit, administrative action, notice of intent to file a citizen suit or other proceeding initiated by a Person that is not a Governmental Body with respect to the Citizen Assets which alleges a violation of or liability under any Environmental Laws, in each case, for which corrective actions have yet to be completed and/or any asserted fine or monetary damage has not been paid or otherwise finally resolved, and to Citizen's Knowledge, no such notice or lawsuit, administrative action, notice of intent to file a citizen suit or other proceeding has been threatened in writing; and (II) there has been no notice or lawsuit, administrative action, notice of intent to file a citizen suit or other proceeding by a Person that is not a Governmental Body asserting the need for investigation or remediation of an Environmental Condition or of any spill or release of Hazardous Substances or Hydrocarbons with respect to any of the Citizen Assets, in each case, for which corrective actions have yet to be completed and/or any asserted fine or monetary damage has not been paid or otherwise finally resolved, and to Citizen's Knowledge, no such notice or lawsuit, administrative action, notice of intent to file a citizen suit or other proceeding has been threatened in writing.

(b) Citizen has made available to Linn complete and correct copies of all final Third Party reports and studies prepared with respect to the environmental condition of the Citizen Assets since January 1, 2012.

Section 8.15 Non-Consent Elections. As of the Execution Date, except as set forth on Schedule 8.15, Citizen has not elected (and was not deemed to have elected) not to participate in any operation or activity proposed with respect to the Citizen Assets. To Citizen's Knowledge, Schedule 8.15 contains a complete and accurate list of (i) the status of any "payout" balance, as of the Effective Time, for the Citizen operated Citizen Wells subject to a reversion or other adjustment at some level of cost recovery or payout (or passage of time or other event other than termination of a Citizen Lease by its terms); and (ii) to the extent received by Citizen from the applicable operator as of the Execution Date, the payout status of all Citizen Wells which are not operated by Citizen and are subject to a reversion or other adjustment at some level of cost recovery or payout.

Section 8.16 Royalties. Except for Burdens associated with Citizen Suspense Funds, all Burdens with respect to the Citizen Assets have been paid in all material respects, or if not paid, are being contested in good faith in the normal course of business. Schedule 8.16 sets forth all Burdens with respect to the Citizen Assets that are being contested and all items that are being held in suspense as of the Effective Time.

Section 8.17 Imbalances. Schedule 8.17 sets forth all material Imbalances associated with the Citizen Assets as of the dates set forth in such Schedule.

Section 8.18 Current Commitments. Schedule 8.18 sets forth, as of the date of this Agreement, all AFEs in excess of $250,000 (net to Citizen's interest) relating to the Citizen Assets to drill or rework wells or for other capital expenditures for which all of the activities anticipated in such AFEs or commitments have not been completed by the Closing Date.

Section 8.19 Wells. Except as set forth on Schedule 8.19:

(a) To Citizen's Knowledge, all of the Citizen Wells have been drilled and completed in all material respects within the limits permitted by all applicable Citizen Leases and Applicable Contracts.

(b) To Citizen's Knowledge, there are not any Citizen Wells that (i) Citizen is currently obligated by any Laws or contract to currently plug, dismantle and/or abandon; or (ii) have been plugged, dismantled or abandoned in a manner that does not comply in all material respects with applicable Laws.

Section 8.20 No Prepayments; No Calls on Production. Citizen is not obligated by virtue of any take-or-pay payment, advance payment or other similar payment (other than gas balancing arrangements) to deliver Hydrocarbons, or proceeds from the sale thereof, attributable to the Citizen Assets at some future time without receiving payment therefor at or after the time of delivery. Except as expressly described on Schedule 8.20, (i) Citizen has not granted to any Third Party any calls on Hydrocarbons allocable to the Citizen Assets, nor any optional rights to purchase the same, and (ii) Citizen has no Knowledge of any other calls on Hydrocarbons allocable to the Citizen Assets, nor any optional rights to purchase the same.

Section 8.21 Compliance with Permits.

(a) Citizen or an Affiliate of Citizen has obtained and is maintaining all material Permits that are necessary or required for the ownership, development and operation of that portion of the Citizen Assets that are operated by Citizen or an Affiliate of Citizen; and

(b) To Citizen's Knowledge, all Third Party operators of the Citizen Assets have obtained and are maintaining all material Permits that are necessary or required for the ownership, development and operation of that portion of the Citizen Assets that are operated by Third Parties.

Section 8.22 Condemnation. As of the Execution Date, there is no actual or, to Citizen's Knowledge, threatened in writing taking (whether permanent, temporary, whole or partial) of any part the Citizen Assets by reason of condemnation.

Section 8.23 Certain Citizen Employees. Citizen represents and warrants that, with respect to the Citizen Employees providing technical, engineering, geoscience or land services with respect to the Citizen Assets, (a) there are no labor agreements, collective bargaining agreements, or other labor contracts applicable to any such Citizen Employees to which Citizen or its Affiliate is a party or is bound; (b) no such Citizen Employees are represented by any labor

organization, union, or group of employees, and no labor organization or union; (c) there are no current or, to Citizen's Knowledge, threatened representational campaigns or other organizing activities by any union seeking to become the collective bargaining representative of any such Citizen Employees, and there is no union or labor organization representation question or certification petition against Citizen or its Affiliate pending or threatened before the NLRB or any similar Governmental Body; (d) neither Citizen nor its Affiliate is currently experiencing, and has not in the previous four (4) years experienced, a labor strike, material labor dispute, work stoppage, work slowdown, lockout, or similar matter involving any Citizen Employees providing technical, engineering, geoscience or land services with respect to the Citizen Assets; and (e) neither Citizen nor its Affiliate is currently engaged in any unfair labor practices regarding any such Citizen Employees and there are no pending or threatened proceeding involving any unfair labor practices regarding such Citizen Employees before the NLRB or any similar Governmental Body.

Section 8.24 Equipment; No Related Assets. With respect to the Citizen Equipment, Hydrocarbon production and other personal property included in the Citizen Assets, Citizen's title as of the Execution Date is, and as of the Closing Date shall be transferred to the Company free and clear of Encumbrances other than Permitted Encumbrances. Other than with regard to the Citizen Excluded Assets and the Citizen Assets, neither Citizen, nor any Affiliate of Citizen, owns, leases or holds any other real, personal or mixed property interests that have been primarily used or held for use with the Citizen Assets or would be necessary for the Company to have in order for the Company to own, operate, develop and maintain the Citizen Assets immediately after Closing in a manner consistent with the ownership, operation, development and maintenance of the Citizen Assets by Citizen (and its Affiliate predecessors in interest) during the period immediately prior to Closing.

Section 8.25 Bonds. Schedule 8.25 is a complete and accurate list in all material respects of all cash deposits, guarantees, letters of credit, treasury securities, surety bonds and other forms of credit assurances or credit support provided by Citizen or any Affiliate of Citizen in support of the obligations of Citizen or any Affiliate of Citizen to any Governmental Body, contract counterparty or other Person by Citizen or any Affiliate of Citizen related to the ownership or operation of the Citizen Assets.

Section 8.26 Midstream Dedications. Except as set forth in Schedule 8.26, none of the Citizen Assets is subject to a contract containing a dedication of acreage or minimum volume requirements.

Section 8.27 Area of Mutual Interest and Other Agreements. Except as set forth in Schedule 8.27, no Citizen Asset is subject to (or has related to it) any area of mutual interest agreements as of the Execution Date. Except as set forth in Schedule 8.27, no Citizen Asset is subject to (or has related to it) any farm-out or farm-in agreement under which any party thereto is entitled to receive assignments not yet made, or could earn additional assignments after the Effective Time.

Section 8.28 Citizen Casualty Loss. Except as set forth in Schedule 8.28, during the period commencing on the Effective Time and ending on the Execution Date, there has been no Citizen Casualty Loss affecting any of the Citizen Assets.

ARTICLE 9
REPRESENTATIONS AND WARRANTIES OF Company

On the Execution Date and on the Closing Date, the Company represents and warrants to Linn and Citizen as follows:

Section 9.1 Organization, Existence and Qualification. The Company is a limited liability company, duly formed, validly existing and in good standing under the Laws of the State of Delaware and at Closing will be duly qualified to do business in each jurisdiction in which the nature of its business makes such qualification necessary.

Section 9.2 Authority, Approval and Enforceability. The Company has full power and authority to enter into and perform this Agreement, the Transaction Documents to which it is a party and the transactions contemplated herein and therein. The execution, delivery and performance by the Company of this Agreement and the Transaction Documents to which the Company is a party have been duly and validly authorized and approved by all necessary action on the part of the Company. This Agreement is, and the Transaction Documents to which the Company is a party, when executed and delivered by the Company, will be, the valid and binding obligations of the Company, and enforceable against it, in accordance with their respective terms, subject to the effects of bankruptcy, insolvency, reorganization, moratorium and similar Laws, as well as to principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 9.3 No Conflicts. Assuming the receipt of all applicable consents and approvals in connection with the transactions contemplated hereby, the execution, delivery and performance by the Company of this Agreement, the Transaction Documents to which it is a party and the consummation of the transactions contemplated herein and therein will not (a) conflict with or result in a breach of any provisions of the organizational documents of the Company, (b) result in a default or the creation of any Encumbrance on the Units (other than as specified herein or in the LLC Agreement), or (c) violate any Law applicable to the Company or the Units.

Section 9.4 Bankruptcy. There are no bankruptcy, reorganization or receivership proceedings pending, being contemplated by or, to the Company's knowledge, threatened in writing against the Company.

Section 9.5 Brokers' Fees. The Company has not incurred any liability, contingent or otherwise, for brokers' or finders' fees relating to the transactions contemplated by this Agreement for which Citizen or Linn shall have any responsibility.

Section 9.6 Litigation. As of the Execution Date, there is no suit, action or litigation by any Person by or before any Governmental Body, and no legal, administrative or arbitration proceeding (in each case) pending or, to the Company's knowledge, threatened in writing (a) against the Company or (b) that would be reasonably likely to have a material adverse effect upon the ability of the Company to consummate the transactions contemplated by this Agreement.

Section 9.7 Independent Evaluation. The Company is sophisticated in the evaluation, purchase, ownership and operation of oil and gas properties and related facilities. In making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, the Company has relied or shall rely solely on the representations, warranties and covenants set forth herein and in the Transaction Documents to which it is a party and its own independent investigation and evaluation of the Assets and the advice of its own legal, Tax, economic, environmental, engineering, geological and geophysical advisors and the express provisions of this Agreement and not on any comments, statements, projections or other materials made or given by any representatives or consultants or advisors of Citizen or Linn.

ARTICLE 10
COVENANTS OF THE PARTIES

Section 10.1 Linn Conduct of Business.

(a) Except (w) as set forth in Schedule 10.1(a), (x) for the operations covered by the AFEs described in Schedule 7.18 or such operations required pursuant to any applicable Law, (y) as required in the event of an emergency to protect life, property or the environment, and (z) as expressly contemplated by this Agreement or as expressly consented to in writing by Citizen (which consent shall not be unreasonably delayed, withheld or conditioned), Linn shall, during the Interim Period:

(i) subject to interruptions resulting from force majeure, mechanical breakdown and planned maintenance, in each case, operate or, in the case of those Linn Assets not operated by Linn, use its commercially reasonable efforts to cause to be operated, the Linn Assets in the usual, regular and ordinary manner consistent with past practice and as a reasonably prudent operator;

(ii) maintain, or cause to be maintained, the books of account and Linn Records relating to the Linn Assets in the usual, regular and ordinary manner and in accordance with generally accepted accounting principles; and

(iii) promptly notify Citizen in writing of any operations proposed after the Execution Date which would reasonably be estimated to require expenditures in excess of $250,000, as well as any amendments or supplements to any previously proposed operations which could reasonably be estimated to require expenditures in excess of $250,000, to the extent such operations could require the approval the co-interest owners of the Linn Assets or would result in any elections to participate or be deemed a non-consenting interest owner regarding the Linn Assets, and Linn shall consult with Citizen prior to (A) providing any such approval or consent, (B) allowing the election period to pass or (C) otherwise being deemed to be a non-consenting co-interest owner with regard to such proposed operation;

Except (w) as set forth in Schedule 10.1(a), (x) for the operations covered by the AFEs described in Schedule 7.18 or such operations required pursuant to any applicable Law, (y) as required in the event of an emergency to protect life, property or the environment, and (z) as expressly contemplated by this Agreement or as expressly consented to in writing by Citizen (which consent shall not be unreasonably delayed, withheld or conditioned), Linn shall not, during the Interim Period:

(iv) (A) enter into a Linn Contract that, if entered into on or prior to the Execution Date, would have been required to be listed on Schedule 7.13(a), or (B) terminate (unless the term thereof expires pursuant to the provisions existing therein) or materially amend the terms of any Material Linn Contract;

(v) enter into any Linn Contract that contains an area of mutual interest, a non-competition obligation, right of first refusal, a right of first offer, or any similar options or restrictions;

(vi) terminate (unless the term thereof expires pursuant to the provisions existing therein), materially amend, extend or surrender any rights under any Linn Lease or Linn Right-of-Way;

(vii) without limitation of Section 10.1(a)(iii) and subject to Section 10.1(e), propose or approve any individual AFE or similar request under any Linn Contract which would reasonably be estimated to require expenditures in excess of $250,000.

(viii) transfer, sell, mortgage, pledge or dispose of any material portion of the Linn Assets other than the (A) sale and/or disposal of Hydrocarbons in the ordinary course of business, (B) sales of equipment that is no longer necessary in the operation of the Linn Assets or for which replacement equipment has been obtained and (C) transfer of Linn Assets between LEH and LOI;

(ix) (A) make, change or revoke any Tax election; (B) adopt or change any accounting method with respect to Asset Taxes; (C) file any amended Tax Return with respect to Asset Taxes that the Company is responsible for hereunder after Closing; (D) enter into any closing agreement with respect to Asset Taxes; (E) settle or compromise any Asset Tax claim or assessment that Company is responsible for hereunder after Closing; or (F) consent to any extension or waiver of the limitation period applicable to any claim or assessment with respect to Taxes related to or attributable to the Linn Assets that the Company will be responsible for after Closing; or

(x) commit to do any of the foregoing.

(b) Without expanding any obligations which Linn may have to Citizen or the Company, it is expressly agreed that Linn shall never have any liability to Citizen or the Company with respect to any breach or failure of Section 10.1(a)(i) greater than that which it might have as the operator to a non-operator under the applicable operating agreement (or, in the absence of such an agreement, under the AAPL 610 (1989 Revision) form Operating Agreement), IT BEING RECOGNIZED THAT, UNDER SUCH AGREEMENTS AND SUCH FORM, THE OPERATOR IS NOT RESPONSIBLE FOR ITS OWN NEGLIGENCE, AND HAS NO RESPONSIBILITY OTHER THAN FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Notwithstanding anything to the contrary herein, nothing in this Section 10.1(b) shall be construed to limit Linn's liability for breaches of Section 10.1(a)(i) to the extent such breaches are not related to the physical operation of the Linn Assets, nor shall anything in this Section 10.1(b) be construed to limit Linn's liability for breaches of any of the other provisions of Section 10.1(a) (other than as described above with regard to Section 10.1(a)(i)).

(c) Citizen acknowledges that Linn owns undivided interests in certain of the properties comprising the Linn Assets that it is not the operator thereof, and Citizen agrees that the acts or omissions of the other Working Interest owners (including the operators) who are not Linn or any of its Affiliates shall not constitute a breach of the provisions of this Section 10.1, nor shall any action required by a vote of Working Interest owners constitute such a breach so long as Linn (or its Affiliate, as applicable) has voted its interest in a manner that complies with the provisions of this Section 10.1 and has provided Citizen notice of any actions or omissions of a Third Party operator which do not conform to any elections of Citizen under this Section 10.1.

(d) With respect to any AFE received by Linn that is estimated to cost in excess of $250,000 and for which the relevant activity is not described in Schedule 10.1(a), Linn shall forward such AFE to Citizen as soon as is reasonably practicable and thereafter the Transacting Parties shall consult with each other regarding whether or not Linn should elect to participate in such operation. Citizen agrees that it will (i) respond as soon as is reasonably practicable to any written request for consent pursuant to this Section 10.1(d) and Section 10.1(a)(iii), and (ii) consent to any written request for approval of any AFE or similar request unless Citizen reasonably considers such request not to be economically prudent. In the event the Transacting Parties are unable to agree within ten (10) Business Days (unless a shorter time, not to be less than 48 hours, is reasonably required by the circumstances and the applicable joint operating agreement and such shorter time is specified in Linn's request for consent) of Citizen's receipt of any consent request as to whether or not Linn should elect to participate in such operation, Linn's decision shall control and such operation shall be deemed to have been consented to by Citizen.

Section 10.2 Citizen Conduct of Business.

(a) Except (w) as set forth in Schedule 10.2(a), (x) for the operations covered by the AFEs described in Schedule 8.18 or such operations required pursuant to any applicable Law, (y) as required in the event of an emergency to protect life, property or the environment, and (z) as expressly contemplated by this Agreement or as expressly consented to in writing by Linn (which consent shall not be unreasonably delayed, withheld or conditioned), Citizen shall, during the Interim Period:

(i) subject to interruptions resulting from force majeure, mechanical breakdown and planned maintenance, in each case, operate or, in the case of those Citizen Assets not operated by Citizen, use its commercially reasonable efforts to cause to be operated, the Citizen Assets in the usual, regular and ordinary manner consistent with past practice and as a reasonably prudent operator;

(ii) maintain, or cause to be maintained, the books of account and Citizen Records relating to the Citizen Assets in the usual, regular and ordinary manner and in accordance with generally accepted accounting principles; and

(iii) promptly notify Linn in writing of any operations proposed after the Execution Date which would reasonably be estimated to require expenditures in excess of $250,000, as well as any amendments or supplements to any previously proposed operations which could reasonably be estimated to require expenditures in excess of $250,000, to the extent such operations could require the approval the co-interest owners of the Citizen Assets or would result in any elections to participate or be deemed a non-consenting interest owner regarding the Citizen Assets, and Citizen shall consult with Linn prior to (A) providing any such approval or consent, (B) allowing the election period to pass or (C) otherwise being deemed to be a non-consenting co-interest owner with regard to such proposed operation;

Except (w) as set forth in Schedule 10.2(a), (x) for the operations covered by the AFEs described in Schedule 8.18 or such operations required pursuant to any applicable Law, (y) as required in the event of an emergency to protect life, property or the environment, and (z) as expressly contemplated by this Agreement or as expressly consented to in writing by Linn (which consent shall not be unreasonably delayed, withheld or conditioned), Citizen shall not, during the Interim Period:

(iv) (A) enter into a Citizen Contract that, if entered into on or prior to the Execution Date, would have been required to be listed on Schedule 8.13(a), or (B) terminate (unless the term thereof expires pursuant to the provisions existing therein) or materially amend the terms of any Material Citizen Contract;

(v) enter into any Citizen Contract that contains an area of mutual interest, a non-competition obligation, right of first refusal, a right of first offer, or any similar options or restrictions;

(vi) terminate (unless the term thereof expires pursuant to the provisions existing therein), materially amend, extend or surrender any rights under any Citizen Lease or Citizen Right-of-Way;

(vii) without limitation of Section 10.2(a)(iii) and subject to Section 10.2(e), propose or approve any individual AFE or similar request under any Citizen Contract which would reasonably be estimated to require expenditures in excess of $250,000.

(viii) transfer, sell, mortgage, pledge or dispose of any material portion of the Citizen Assets other than the (A) sale and/or disposal of Hydrocarbons in the ordinary course of business, and (B) sales of equipment that is no longer necessary in the operation of the Citizen Assets or for which replacement equipment has been obtained;

(ix) (A) make, change or revoke any Tax election; (B) adopt or change any accounting method with respect to Asset Taxes; (C) file any amended Tax Return with respect to Asset Taxes that the Company is responsible for hereunder after Closing; (D) enter into any closing agreement with respect to Asset Taxes; (E) settle or compromise any Asset Tax claim or assessment that Company is responsible for hereunder after Closing; or (F) consent to any extension or waiver of the limitation period applicable to any claim or assessment with respect to Taxes related to or attributable to the Citizen Assets that the Company will be responsible for after Closing; or

(x) commit to do any of the foregoing.

(b) Without expanding any obligations which Citizen may have to Linn or the Company, it is expressly agreed that Citizen shall never have any liability to Linn or the Company with respect to any breach or failure of Section 10.2(a)(i) greater than that which it might have as the operator to a non-operator under the applicable operating agreement (or, in the absence of such an agreement, under the AAPL 610 (1989 Revision) form Operating Agreement), IT BEING RECOGNIZED THAT, UNDER SUCH AGREEMENTS AND SUCH FORM, THE OPERATOR IS NOT RESPONSIBLE FOR ITS OWN NEGLIGENCE, AND HAS NO RESPONSIBILITY OTHER THAN FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Notwithstanding anything to the contrary herein, nothing in this Section 10.2(b) shall be construed to limit Citizen's liability for breaches of Section 10.2(a)(i) to the extent such breaches are not related to the physical operation of the Citizen Assets, nor shall anything in this Section 10.2(b) be construed to limit Citizen's liability for breaches of any of the other provisions of Section 10.2(a) (other than as described above with regard to Section 10.2(a)(i)).

(c) Linn acknowledges that Citizen owns undivided interests in certain of the properties comprising the Citizen Assets that it is not the operator thereof, and Linn agrees that the acts or omissions of the other Working Interest owners (including the operators) who are not Citizen or any of its Affiliates shall not constitute a breach of the provisions of this Section 10.2, nor shall any action required by a vote of Working Interest owners constitute such a breach so long as Citizen (or its Affiliate, as applicable) has voted its interest in a manner that complies with the provisions of this Section 10.2 and has provided Linn notice of any actions or omissions of a Third Party operator which do not conform to any elections of Linn under this Section 10.2.

(d) With respect to any AFE received by Citizen that is estimated to cost in excess of $250,000 and for which the relevant activity is not described in Schedule 10.2(a), Citizen shall forward such AFE to Linn as soon as is reasonably practicable and thereafter the Transacting Parties shall consult with each other regarding whether or not Citizen should elect to participate in such operation. Linn agrees that it will (i) respond as soon as is reasonably practicable to any written request for consent pursuant to this Section 10.2(d) and Section 10.2(a)(iii), and (ii) consent to any written request for approval of any AFE or similar request unless Linn reasonably considers such request not to be economically prudent. In the event the Transacting Parties are unable to agree within ten (10) Business Days (unless a shorter time, not to be less than 48 hours, is reasonably required by the circumstances and the applicable joint operating agreement and such shorter time is specified in Citizen's request for consent) of Linn's receipt of any consent request as to whether or not Citizen should elect to participate in such operation, Citizen's decision shall control and such operation shall be deemed to have been consented to by Linn.

Section 10.3 Public Announcements; Confidentiality. During the Interim Period, no Party shall make any press release or other public announcement regarding the existence of this Agreement, the contents hereof or the transactions contemplated hereby without the prior written consent of the other Parties (collectively, the "***Public Announcement Restrictions***"). The Public Announcement Restrictions shall not restrict disclosures to the extent (a) necessary for a Party to perform this Agreement (including disclosures to Governmental Bodies or Third Parties holding

rights of consent, Linn Preferential Purchase Rights, Citizen Preferential Purchase Rights or other rights that may be applicable to the transaction contemplated by this Agreement, as reasonably necessary to provide notices, seek waivers, amendments or termination of such rights, or seek such consents) or (b) required (upon advice of counsel) by applicable securities or other Laws or regulations or the applicable rules of any stock exchange having jurisdiction over the Parties or their respective Affiliates. In the case of the disclosures described under clause (b) of this Section 10.3, each Party shall provide the other Parties not less than one (1) Business Day to review and comment on the contents of any such release or announcement prior to making such release or announcement. Following the Interim Period, any restrictions on press releases or other public announcements shall be governed by the LLC Agreement.

Section 10.4 Further Assurances. After the Closing, each Party agrees to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other Party for carrying out the purposes of this Agreement or of any document delivered pursuant to this Agreement.

Section 10.5 Linn and Citizen Bonds. The Parties acknowledge and agree that each of Linn and Citizen has the right to terminate any bonds, letters of credit and guarantees provided by it or its Affiliates for the benefit of Linn or Citizen, and the Company shall be responsible, at the Company's sole cost and expense, to cause the same to be released and, if applicable, replaced, promptly after the Closing.

Section 10.6 Amendment to Schedules.

(a) Linn shall have the continuing right until the Closing Date to add, supplement or amend the schedules to its representations and warranties attached hereto with respect to any matter hereafter arising or discovered which, if existing or known on the Execution Date or thereafter, would have been required to be set forth or described in such schedules. Notwithstanding the foregoing, for all purposes of this Agreement, including for purposes of determining whether the conditions set forth in Article 12 have been fulfilled and whether Linn owes Citizen any indemnity under Section 15.1, the schedules to Linn's representations and warranties contained in this Agreement shall be deemed to include only that information contained therein on the Execution Date and shall be deemed to exclude all information contained in any addition, supplement or amendment thereto; provided, however, that if Closing shall occur, then all matters disclosed pursuant to any such addition, supplement or amendment at or prior to the Closing Date that: (i) arose in the ordinary course of business and (ii) do not exceed $2,000,000 in aggregate value or liability shall be waived and Citizen shall not be entitled to make a claim with respect thereto pursuant to the terms of this Agreement or otherwise.

Citizen shall have the continuing right until the Closing Date to add, supplement or amend the schedules to its representations and warranties attached hereto with respect to any matter hereafter arising or discovered which, if existing or known on the Execution Date or thereafter, would have been required to be set forth or described in such schedules. Notwithstanding the foregoing, for all purposes of this Agreement, including for purposes of determining whether the conditions set forth in Article 11 have been fulfilled and whether Citizen owes Linn any indemnity under Section 15.2, the schedules to Citizen's representations

and warranties contained in this Agreement shall be deemed to include only that information contained therein on the Execution Date and shall be deemed to exclude all information contained in any addition, supplement or amendment thereto; provided, however, that if Closing shall occur, then all matters disclosed pursuant to any such addition, supplement or amendment at or prior to the Closing Date that: (i) arose in the ordinary course of business and (ii) do not exceed $2,000,000 in aggregate value or liability shall be waived and Linn shall not be entitled to make a claim with respect thereto pursuant to the terms of this Agreement or otherwise.

Section 10.7 Letters-in-Lieu; Change of Operator; Qualification of Company. Upon the earlier of the termination or expiration of the Master Services Agreement or earlier if so provided in the Master Services Agreement, Linn and Citizen shall execute and deliver to the Company: (i) such letter-in-lieu of division or transfer orders, directing purchasers of production attributable to the Linn Assets and Citizen Assets to pay the Company for the same, in such form as are reasonably satisfactory to Company; (ii) change of operator forms as required to transfer operatorship of any Linn Assets and Citizen Assets to the Company or to Company's designated operator, and (iii) all books, records, contracts, receipts for deposits and all other papers, documents, electronic data or files created and maintained by Linn or its Affiliate (or by Citizen or its Affiliate) after the Closing and prior to the termination of the Master Services Agreement (other than any such items subject to attorney-client privilege) in connection with performing the Services under the applicable Master Services Agreement. In addition, the Parties shall use their commercially reasonable efforts to cause the Company, as of the Closing (or as soon thereafter as is reasonably practicable), to be qualified as an operator with, and have the bonding and insurance in place that may be required from, the applicable Governmental Bodies sufficient to assume operations of the Linn Assets and the Citizen Assets upon the termination of the Master Service Agreement.

Section 10.8 Rights Associated with Linn Waterflood Assets. By written notice from Citizen to Linn at any time prior to the day that is ten Business Days after the Execution Date, Citizen may elect to cause all depths subject to those Linn Leases that include interests in the Linn Waterflood Assets that are not included in the Target Formations in such Linn Leases to be Linn Excluded Assets hereunder. Failure of Citizen to make such an election in accordance with the terms of the preceding sentence shall be deemed a waiver of the right to make such an election. In the event of such an election, the Parties shall amend the definition of "Linn Excluded Assets" and the Linn Assignment to effect such election.

Section 10.9 Reserve-Based Loan. In order to finance the operating and capital budgets of the Company, the Transacting Parties shall use their respective commercially reasonable efforts to cause the Company to secure, at or prior to the Closing, a reserve-based loan from a mutually-agreed lender on such terms and conditions as the Transacting Parties mutually agree. For the avoidance of doubt, securing such a reserve-based loan is not a condition to Closing.

Section 10.10 Certain Citizen Excluded Assets. Notwithstanding anything to the contrary herein, to the extent any oil and gas leases expressly identified on Exhibit E (Part II) are within the AMI, such oil and gas leases (but only to extent within the AMI) shall be deemed to be Citizen Leases, and shall not be Citizen Excluded Assets for any purpose hereunder.

ARTICLE 11
LINN CONDITIONS TO CLOSING

The obligations of Linn to consummate the transactions provided for herein are subject, at the option of Linn, to the fulfillment by Citizen or waiver by Linn, on or prior to Closing, of each of the following conditions:

Section 11.1 Citizen Representations. The representations and warranties of Citizen set forth in Article 8 shall be true and correct on and as of the Closing Date, with the same force and without giving effect to any qualifiers as to materiality, as though such representations and warranties had been made or given on and as of the Closing Date (other than representations and warranties that refer to a specified date, which need only be true and correct on and as of such specified date), except for those breaches, if any, of such representations and warranties as would not have a Material Adverse Effect.

Section 11.2 Citizen Covenants. Citizen shall have performed or complied in all material respects with all obligations, agreements and covenants contained in this Agreement as to which performance or compliance by Citizen is required prior to or at the Closing Date.

Section 11.3 No Legal Proceedings. No material suit, action or other proceeding by any Third Party shall be pending before any Governmental Body (a) seeking to restrain, prohibit, enjoin or declare illegal, or (b) seeking substantial damages in connection with, the transactions contemplated by this Agreement.

Section 11.4 Citizen Title Defects and Citizen Environmental Defects. The sum of (a) all Citizen Title Defect Amounts, less the sum (i) of all Citizen Title Benefit Amounts and (ii) all Citizen Title Defect Amounts associated with Citizen Title Defects that Citizen has elected to cure, (b) all Citizen Remediation Amounts for Citizen Environmental Defects, (c) the alleged Citizen Title Defect Amounts of all Title Disputes regarding Citizen Assets and the alleged Remediation Amounts of all Environmental Disputes regarding Citizen Assets, (d) the Allocated Values of all Citizen Assets excluded from Closing in accordance with Article 4 and Article 5, and (e) the amount of Liabilities associated with Citizen Casualty Losses, in each case, for which the Initial Citizen Agreed Value is adjusted downward pursuant to Section 3.3(a) shall be less than 20% of the Initial Citizen Agreed Value.

Section 11.5 Linn Title Defects and Linn Environmental Defects. The sum of (a) all Linn Title Defect Amounts, less the sum (i) of all Linn Title Benefit Amounts and (ii) all Linn Title Defect Amounts associated with Linn Title Defects that Linn has elected to cure, (b) all Remediation Amounts for Linn Environmental Defects, (c) the alleged Linn Title Defect Amounts of all Title Disputes regarding Linn Assets and the alleged Remediation Amounts of all Environmental Disputes regarding Linn Assets, (d) the Allocated Values of all Linn Assets excluded from Closing in accordance with Article 4 and Article 5, and (e) the amount of Liabilities associated with Linn Casualty Losses, in each case, for which the Initial Linn Agreed Value is adjusted downward pursuant to Section 3.2(a) shall be less than 20% of the Initial Linn Agreed Value.

Section 11.6 Citizen Closing Certificate. Citizen shall have executed and delivered to Linn an officer's certificate, dated as of the Closing Date and substantially in the form of Exhibit B (Part II), certifying that the conditions set forth in Section 11.1 and Section 11.2 have been fulfilled and, if applicable, any exceptions to such conditions that have been waived by Linn.

Section 11.7 Citizen Closing Deliverables. Citizen shall be ready, willing and able to deliver to Linn at the Closing the documents and items required to be delivered by Citizen under Section 13.3.

Section 11.8 Company Representations. The representations and warranties of the Company set forth in Article 9 shall be true and correct on and as of the Closing Date, with the same force and without giving effect to any qualifiers as to materiality, as though such representations and warranties had been made or given on and as of the Closing Date (other than representations and warranties that refer to a specified date, which need only be true and correct on and as of such specified date), except for those breaches, if any, of such representations and warranties as would not have a Material Adverse Effect.

Section 11.9 Company Covenants. The Company shall have performed or complied in all material respects with all obligations, agreements and covenants contained in this Agreement as to which performance or compliance by the Company is required prior to or at the Closing Date.

Section 11.10 Company Closing Certificate. The Company shall have executed and delivered to Linn an officer's certificate, dated as of the Closing Date and substantially in the form of Exhibit B (Part III), certifying that the conditions set forth in Section 11.8 and Section 11.9 have been fulfilled and, if applicable, any exceptions to such conditions that have been waived by Linn.

Section 11.11 Company Closing Deliverables. The Company shall be ready, willing and able to deliver to Linn at the Closing the documents and items required to be delivered by the Company under Section 13.4.

ARTICLE 12
CITIZEN CONDITIONS TO CLOSING

The obligations of Citizen to consummate the transactions provided for herein are subject, at the option of Citizen, to the fulfillment by Linn or waiver by Citizen, on or prior to Closing, of each of the following conditions:

Section 12.1 Linn Representations. The representations and warranties of Linn set forth in Article 7 shall be true and correct on and as of the Closing Date, with the same force and without giving effect to any qualifiers as to materiality, as though such representations and warranties had been made or given on and as of the Closing Date (other than representations and warranties that refer to a specified date, which need only be true and correct on and as of such specified date), except for those breaches, if any, of such representations and warranties as would not have a Material Adverse Effect.

Section 12.2 Linn Covenants. Linn shall have performed or complied in all material respects with all obligations, agreements and covenants contained in this Agreement as to which performance or compliance by Linn is required prior to or at the Closing Date.

Section 12.3 No Legal Proceedings. No material suit, action or other proceeding by any Third Party shall be pending before any Governmental Body (a) seeking to restrain, prohibit, enjoin or declare illegal, or (b) seeking substantial damages in connection with, the transactions contemplated by this Agreement.

Section 12.4 Linn Title Defects and Linn Environmental Defects. The sum of (a) all Linn Title Defect Amounts, less the sum (i) of all Linn Title Benefit Amounts and (ii) all Linn Title Defect Amounts associated with Linn Title Defects that Linn has elected to cure, (b) all Linn Remediation Amounts for Linn Environmental Defects, (c) the alleged Linn Title Defect Amounts of all Title Disputes regarding Linn Assets and the alleged Remediation Amounts of all Environmental Disputes regarding Linn Assets, (d) the Allocated Values of all Linn Assets excluded from Closing in accordance with Article 4 and Article 5, and (e) the amount of Liabilities associated with Linn Casualty Losses, in each case, for which the Initial Linn Agreed Value is adjusted downward pursuant to Section 3.2(a) shall be less than 20% of the Initial Linn Agreed Value.

Section 12.5 Citizen Title Defects and Citizen Environmental Defects. The sum of (a) all Citizen Title Defect Amounts, less the sum (i) of all Citizen Title Benefit Amounts and (ii) all Citizen Title Defect Amounts associated with Citizen Title Defects that Citizen has elected to cure, (b) all Remediation Amounts for Citizen Environmental Defects, (c) the alleged Citizen Title Defect Amounts of all Title Disputes regarding Citizen Assets and the alleged Remediation Amounts of all Environmental Disputes regarding Citizen Assets, (d) the Allocated Values of all Citizen Assets excluded from Closing in accordance with Article 4 and Article 5, and (e) the amount of Liabilities associated with Citizen Casualty Losses, in each case, for which the Initial Citizen Agreed Value is adjusted downward pursuant to Section 3.3(a) shall be less than 20% of the Initial Citizen Agreed Value.

Section 12.6 Linn Closing Certificate. Linn shall have executed and delivered to Citizen an officer's certificate, dated as of the Closing Date and substantially in the form of Exhibit B (Part I), certifying that the conditions set forth in Section 12.1 and Section 12.2 have been fulfilled and, if applicable, any exceptions to such conditions that have been waived by Citizen.

Section 12.7 Linn Closing Deliverables. Linn shall be ready, willing and able to deliver to Citizen at the Closing the documents and items required to be delivered by Linn under Section 13.2.

Section 12.8 Company Representations. The representations and warranties of the Company set forth in Article 9 shall be true and correct on and as of the Closing Date, with the same force and without giving effect to any qualifiers as to materiality, as though such representations and warranties had been made or given on and as of the Closing Date (other than representations and warranties that refer to a specified date, which need only be true and correct on and as of such specified date), except for those breaches, if any, of such representations and warranties as would not have a Material Adverse Effect.

Section 12.9 Company Covenants. The Company shall have performed or complied in all material respects with all obligations, agreements and covenants contained in this Agreement as to which performance or compliance by the Company is required prior to or at the Closing Date.

Section 12.10 Company Closing Certificate. The Company shall have executed and delivered to Citizen an officer's certificate, dated as of the Closing Date and substantially in the form of Exhibit B (Part III), certifying that the conditions set forth in Section 12.8 and Section 12.9 have been fulfilled and, if applicable, any exceptions to such conditions that have been waived by Citizen.

Section 12.11 Company Closing Deliverables. The Company shall be ready, willing and able to deliver to Citizen at the Closing the documents and items required to be delivered by the Company under Section 13.4.

ARTICLE 13
CLOSING

Section 13.1 Time and Place of Closing. Subject to the conditions set forth in this Agreement, the consummation of the transactions contemplated by this Agreement (the "***Closing***") shall occur at the offices of Latham & Watkins LLP located at 811 Main Street, Suite 3700, Houston, Texas 77002, on or before 9:00 a.m. (Central Prevailing Time) on August 31, 2017 (the "***Scheduled Closing Date***"), or such other date as the Transacting Parties may agree upon in writing; provided that if the conditions to Closing in Article 11 and Article 12 have not yet been satisfied or waived by the Scheduled Closing Date, then Closing shall occur five (5) Business Days after such conditions have been satisfied or waived. The date Closing actually occurs shall be the "***Closing Date***".

Section 13.2 Obligations of Linn at Closing. At the Closing, subject to the terms and conditions of this Agreement, and subject to the simultaneous performance by Citizen of its obligations pursuant to Section 13.3 and the Company of its obligations in Section 13.4, Linn shall deliver or cause to be delivered to Citizen and the Company the following:

(a) counterparts of the Linn Assignment, duly executed by Linn;

(b) counterparts of the LLC Agreement, duly executed by Linn;

(c) counterparts of the Master Services Agreement, duly executed by Linn;

(d) full releases of all liens granted by any member of the Linn Group that burden the Linn Assets (other than Linn Permitted Encumbrances) in form reasonably satisfactory to Citizen;

(e) assignments in the forms required by Governmental Bodies for the assignment of any federal, state or tribal Linn Assets, duly executed by Linn, in sufficient duplicate originals to allow recording in all appropriate offices; and

(f) an executed statement described in Treasury Regulation Section 1.1445-2(b)(2) from Linn certifying that Linn is not a foreign person within the meaning of the Code.

Section 13.3 Obligations of Citizen at Closing. At the Closing, subject to the terms and conditions of this Agreement, and subject to the simultaneous performance by Linn of its obligations pursuant to Section 13.2 and the Company of its obligations in Section 13.4, Citizen shall deliver or cause to be delivered to Linn and the Company the following:

(a) evidence reasonably satisfactory to Linn that the Company has been formed by the filing of the Company Certificate and a certificate of name change changing the name of the Company to "Roan Resources LLC";

(b) counterparts of the Citizen Assignment, duly executed by Citizen;

(c) counterparts of the LLC Agreement, duly executed by Citizen;

(d) counterparts of the Master Services Agreement, duly executed by Citizen;

(e) full releases of all liens granted by any member of the Citizen Group that burden the Citizen Assets (other than Citizen Permitted Encumbrances) in form reasonably satisfactory to Linn;

(f) assignments in the forms required by Governmental Bodies for the assignment of any federal, state or tribal Citizen Assets, duly executed by Citizen, in sufficient duplicate originals to allow recording in all appropriate offices; and

(g) an executed statement described in Treasury Regulation Section 1.1445-2(b)(2) from Citizen certifying that Citizen is not a foreign person within the meaning of the Code.

Section 13.4 Obligations of the Company at Closing. At the Closing, subject to the terms and conditions of this Agreement, and subject to the simultaneous performance by Linn of its obligations pursuant to Section 13.2 and Citizen of its obligations pursuant to Section 13.3, the Company shall deliver or cause to be delivered to the Transacting Parties the following:

(a) counterparts of the Linn Assignment, duly executed by the Company;

(b) counterparts of the Citizen Assignment, duly executed by the Company;

(c) counterparts of the LLC Agreement, duly executed by the Company; and

(d) counterparts of the Master Services Agreement, duly executed by Company.

ARTICLE 14
TERMINATION; DEFAULT AND REMEDIES

Section 14.1 Right of Termination. This Agreement and the transactions contemplated herein may be terminated at any time prior to Closing:

(a) by the mutual written agreement of the Transacting Parties;

(b) by delivery of written notice from Linn to Citizen if any of the conditions set forth in Article 11 (other than the conditions set forth in Section 11.3, Section 11.4 or Section 11.5) have not been satisfied by Citizen or the Company, as applicable (or waived by Linn), by the Outside Date;

(c) by delivery of written notice from Linn to Citizen if any of the conditions set forth in Section 11.4 or Section 11.5 have not been satisfied (or waived by Linn) by the Outside Date;

(d) by delivery of written notice from Citizen to Linn if any of the conditions set forth in Article 12 (other than the conditions set forth in Section 12.3, Section 12.4 or Section 12.5) have not been satisfied by Linn (or waived by Citizen) by the Outside Date;

(e) by delivery of written notice from Citizen to Linn if any of the conditions set forth in Section 12.4 or Section 12.5 have not been satisfied (or waived by Citizen) by the Outside Date;

(f) by either Transacting Party delivering written notice to the other Transacting Party if any of the conditions set forth in Section 11.3 or Section 12.3 are not satisfied or waived by the applicable Party on or before the Outside Date; or

(g) by either Transacting Party delivering written notice to the other Transacting Party if Closing has not occurred on or before the Outside Date;

provided, however, that no Transacting Party shall have the right to terminate this Agreement pursuant to clause (b), (d) or (f) above if such Transacting Party or its Affiliates are at such time in material breach of any provision of this Agreement.

Section 14.2 Effect of Termination. If this Agreement is terminated pursuant to any provision of Section 14.1, then, except as provided in this Section 14.2 and except for the provisions of Article 1, Sections 6.1 (other than the access rights granted under Sections 6.1(a) and 6.1(b)), 6.2, 6.3, 7.5, 8.5, 9.5, 10.3, 14.3 and Article 17, this Agreement shall forthwith become void and of no further force or effect and the Parties shall have no liability or obligation hereunder.

(a) If Linn has the right to terminate this Agreement pursuant to Section 14.1(b) because of the failure of Citizen to close the transactions contemplated by this Agreement in the instance where, as of the Outside Date, (i) all of the conditions in Article 12 (excluding conditions that, by their terms, cannot be satisfied until Closing) have been satisfied (or waived by Citizen), (ii) Linn is ready, willing and able to perform its obligations under

Section 13.2, and (iii) Citizen nevertheless elects not to close the transactions contemplated by this Agreement, then Linn, as Linn's sole and exclusive remedy, shall be entitled to either: (A) terminate this Agreement pursuant to Section 14.1(b), and within two (2) Business Days after such termination, Citizen shall deliver by wire transfer of immediately available funds to an account designated in writing by Linn an amount equal to 10% of the Initial Linn Agreed Value, or (B) seek the specific performance of Citizen hereunder. If Linn is entitled to make an election pursuant to the preceding sentence, Linn shall select the remedy in clause (A) or (B) above within five (5) Business Days after the Outside Date by written notice to Citizen and the Company. Failure to make such an election within such period shall be deemed to be an election by Linn to select clause (A). Nothing herein shall be construed to preclude Linn from first seeking specific performance hereunder, and thereafter terminating this Agreement (and being entitled to the remedy described in clause (A) above).

(b) If Citizen has the right to terminate this Agreement pursuant to Section 14.1(d) because of the failure of Linn to close the transactions contemplated by this Agreement in the instance where, as of the Outside Date, (i) all of the conditions in Article 11 (excluding conditions that, by their terms, cannot be satisfied until Closing) have been satisfied (or waived by Linn), (ii) Citizen is ready, willing and able to perform its obligations under Section 13.3, and (iii) Linn nevertheless elects not to close the transactions contemplated by this Agreement, then Citizen, as Citizen's sole and exclusive remedy, shall be entitled to either: (A) terminate this Agreement pursuant to Section 14.1(d), and within two (2) Business Days after such termination, Linn shall deliver by wire transfer of immediately available funds to an account designated in writing by Citizen an amount equal to 10% of the Initial Citizen Agreed Value, or (B) seek the specific performance of Linn hereunder. If Citizen is entitled to make an election pursuant to the preceding sentence, Citizen shall select the remedy in clause (A) or (B) above within five (5) Business Days after the Outside Date by written notice to Linn and the Company. Failure to make such an election within such period shall be deemed to be an election to select clause (A). Nothing herein shall be construed to preclude Citizen from first seeking specific performance hereunder, and thereafter terminating this Agreement (and being entitled to the remedy described in clause (A) above).

Section 14.3 Return of Documentation and Confidentiality. In addition to any obligations under the Confidentiality Agreement, upon termination of this Agreement, each Transacting Party shall promptly return to the other Transacting Party or destroy (and provide written certification of such destruction) all title, engineering, geological and geophysical data, environmental assessments and/or reports, maps, documents and other information furnished by such other Transacting Party to such Transacting Party or prepared by or on behalf of such Transacting Party in connection with its due diligence investigation of the other Transacting Party's Assets and such Transacting Party shall not retain any copies, extracts or other reproductions in whole or in part of such documents and information; provided, however, any of the foregoing (a) found in drafts, notes, studies and other documents prepared by or for such Transacting Party, (b) found in presentation materials that are included in materials presented to the executive committee or board of directors of such Transacting Party (or its Affiliate) in connection with this Agreement, together with any notes or minutes from any such presentations, or (c) found in electronic format as part of such Transacting Party or its Affiliate's off-site or on-site data storage/archival process system, will be held by such Transacting Party and kept confidential subject to the terms of the Confidentiality Agreement or destroyed at the retaining Transacting Party's option.

ARTICLE 15
INDEMNIFICATION; ASSUMPTION OF LIABILITIES

Section 15.1 Indemnification by Linn. From and after Closing, Linn shall indemnify, defend and hold harmless the Citizen Group and the Company Group (and any member of either such Group) from and against all Liabilities suffered or incurred by the Citizen Group and/or the Company Group (and any member of either such Group) that are caused by or arise out of or result from:

(a) the Linn Retained Liabilities;

(b) any breach of any of Linn's covenants or agreements under this Agreement; or

(c) any breach of any representation or warranty made by Linn contained in this Agreement or any certification delivered in connection herewith; or

(d) the Linn Indemnity Liabilities,

EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), STRICT LIABILITY OR OTHER LEGAL FAULT OF A MEMBER OF THE LINN GROUP, OR THE CITIZEN GROUP, BUT NOT TO THE EXTENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE CITIZEN GROUP.

Section 15.2 Indemnification by Citizen. From and after Closing, Citizen shall indemnify, defend and hold harmless the Linn Group and the Company Group (and any member of either such Group) from and against all Liabilities suffered or incurred by the Linn Group and/or the Company Group (and any member of either such Group) that are caused by or arise out of or result from:

(a) the Citizen Retained Liabilities;

(b) any breach of any of Citizen's covenants or agreements under this Agreement;

(c) any breach of any representation or warranty made by Citizen contained in this Agreement or any certification delivered in connection herewith; or

(d) the Citizen Indemnity Liabilities,

EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), STRICT LIABILITY OR OTHER LEGAL FAULT OF A MEMBER OF THE CITIZEN GROUP, OR THE LINN GROUP, BUT NOT TO THE EXTENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE LINN GROUP.

Section 15.3 Indemnification by the Company. From and after Closing, the Company shall indemnify, defend and hold harmless the Linn Group and the Citizen Group (and any member of either such Group) from and against all Liabilities suffered or incurred by the Linn Group and/or the Citizen Group (and any member of either such Group) that are caused by or arise out of or result from:

(a) the Company Assumed Obligations;

(b) any breach of the Company's covenants or agreements under this Agreement; or

(c) any breach of any representation or warranty made by the Company contained in this Agreement or any certification delivered in connection herewith,

EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), STRICT LIABILITY OR OTHER LEGAL FAULT OF A PERSON ENTITLED TO INDEMNITY HEREUNDER, BUT NOT TO THE EXTENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY SUCH INDEMNIFIED PERSON.

Section 15.4 Exclusive Remedy. Notwithstanding anything to the contrary contained in this Agreement, except as provided in Section 3.5, Article 6 and with respect to Fraud (or, for the avoidance of doubt, any special warranty of title in the Linn Assignment or the Citizen Assignment), this Article 15 contains the exclusive remedies of the Group of each Party against the other Parties after the Closing with respect to breaches of the representations, warranties, covenants and agreements of the Parties contained in this Agreement.

Section 15.5 Indemnification Rights. The indemnity of each Party provided in this Article 15 shall be for the benefit of and extend to each Person included in each of the Linn Group, the Citizen Group or the Company Group as applicable; provided, however, that any claim for indemnity under this Article 15 by any such Person must be brought and administered by a Party to this Agreement. No Indemnified Person (including any Person within the Linn Group, the Citizen Group or the Company Group) other than the Parties shall have any rights against another Party under the terms of this Article 15 except as may be exercised on its behalf by a Party pursuant to this Section 15.4. Each Party may elect to exercise or not exercise indemnification rights under this Article 15 on behalf of the other Indemnified Persons affiliated with it in its sole discretion and shall have no liability to any such other Indemnified Person for any action or inaction under this Article 15.

Section 15.6 Assumption of Liabilities. Without limiting the Company Group's rights to indemnity under this Article 15 and except with respect to (1) the Linn Retained Liabilities or Citizen Retained Liabilities (it being acknowledged that no Linn Retained Liabilities or Citizen Retained Liabilities shall ever be deemed to be Company Assumed Obligations), or (2) the Linn Indemnity Liabilities that arise prior to the second anniversary of Closing and Citizen Indemnity Liabilities that arise prior to the second anniversary of Closing (it being acknowledged that no

Linn Indemnity Liabilities that arise prior to the second anniversary of Closing or Citizen Indemnity Liabilities that arise prior to the second anniversary of Closing shall be deemed to be Company Assumed Obligations, provided, however, that if a Company Break-Up occurs prior to the second anniversary of Closing, then the Linn Indemnity Liabilities and Citizen Indemnity Liabilities shall remain with the respective Parties indefinitely, regardless of when they arise and shall never become Company Assumed Obligations), from and after Closing, the Company assumes and hereby agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid and discharged) all obligations and Liabilities, known or unknown, with respect to the Assets, regardless of whether such obligations or Liabilities arose prior to, on or after the Effective Time, including obligations and Liabilities relating in any manner to the use, ownership or operation of the Assets, including obligations and Liabilities (a) to furnish makeup gas and/or settle Imbalances according to the terms of applicable gas sales, processing, gathering or transportation Contracts included in the Assets, (b) to pay Working Interests, royalties, overriding royalties and other interests, owners' revenues or proceeds attributable to sales of Hydrocarbons, including those held in suspense (including the Linn Suspense Funds and Citizen Suspense Funds) to the extent attributable to the Assets, (c) to properly plug and abandon any and all wells and pipelines, including future wells, inactive wells or temporarily abandoned wells, drilled on the Assets, (d) to re-plug any well, wellbore or previously plugged well on the Assets to the extent required or necessary under applicable Laws or under Contracts, (e) to dismantle or decommission and remove any personal property and other property of whatever kind located on the Assets related to or associated with operations and activities conducted by whomever on the Assets, (f) to clean up and/or remediate the Assets in accordance with any applicable Contracts and applicable Laws, including all Environmental Laws, (g) relating to assumption and defense of those matters identified on part II of Schedule 7.6, and matters identified on part II of Schedule 8.6, (h) to perform all obligations applicable to or imposed on the lessee, owner, or operator under the Leases and all applicable Contracts, or as required by applicable Laws, and (i) assuming no Company Break-Up has occurred prior to the second anniversary of the Closing, those relating to the Linn Indemnity Liabilities arising at and/or after the second anniversary of the Closing or the Citizen Indemnity Liabilities arising at and/or after the second anniversary of the Closing (all of said obligations and Liabilities herein being referred to as the "***Company Assumed Obligations***"); and for the sake of clarity, when used in this Section 15.6 in connection with the Linn Indemnity Liabilities or Citizen Indemnity Liabilities, the phrases "that arise" or "arising at and/or after" shall mean that such Liabilities have been asserted, alleged, or otherwise made the subject of a written notice, claim, action, judgment or charge directed at a Party, whether liquidated or unliquidated.

Section 15.7 Indemnification Actions. All claims for indemnification under Article 15 shall be asserted and resolved as follows:

(a) For purposes hereof, (i) the term "***Indemnifying Person***" when used in connection with particular Liabilities shall mean the Party having an obligation to indemnify another Person or Persons with respect to such Liabilities pursuant to this Article 15 and (ii) the term "***Indemnified Person***" when used in connection with particular Liabilities shall mean the Person or Persons having the right to be indemnified with respect to such Liabilities by another Person or Persons pursuant to this Article 15.

(b) To make a claim for indemnification under Article 15, an Indemnified Person shall notify in writing the Indemnifying Person of its claim, including the specific details of and specific basis under this Agreement for its claim (the "***Claim Notice***"). In the event that the claim for indemnification is based upon a claim by a Third Party against the Indemnified Person (a "***Third Person Claim***"), the Party that is an Indemnified Person shall provide its Claim Notice promptly after such Indemnified Person has actual knowledge of the Third Person Claim and shall enclose a copy of all papers (if any) served with respect to the Third Person Claim; provided that the failure of any Party to give notice of a Third Person Claim as provided in this Section 15.7 shall not relieve the Indemnifying Person of its obligations under this Article 15 except to the extent such failure results in insufficient time being available to permit the Indemnifying Person to effectively defend against the Third Person Claim or otherwise materially prejudices the Indemnifying Person's ability to defend against the Third Person Claim. In the event that the claim for indemnification is based upon an inaccuracy or breach of a representation, warranty, covenant or agreement, the Claim Notice shall specify the representation, warranty, covenant or agreement which was inaccurate or breached.

(c) In the case of a claim for indemnification based upon a Third Person Claim, the putative Indemnifying Person shall have thirty (30) days from its receipt of the Claim Notice to notify the Party that is an Indemnified Person whether it admits or denies its obligation to defend such Indemnified Person against such Third Person Claim under this Article 15. If the Indemnifying Person does not notify such Indemnified Person within such thirty (30)-day period whether the Indemnifying Person admits or denies its obligation to defend such Indemnified Person, it shall be conclusively deemed to have denied such indemnification obligation hereunder. The Indemnified Person (or its designee) is authorized, prior to and during such thirty (30)-day period, to file any motion, answer or other pleading that it shall deem necessary or appropriate to protect its interests or those of the Indemnifying Person and that is not materially prejudicial to the Indemnifying Person.

(d) If the Indemnifying Person admits its obligation, it shall have the right and obligation to diligently defend, at its sole cost and expense, the Third Person Claim. Subject to the remainder of this Section 15.7(d) the Indemnifying Person shall have full control of such defense and proceedings, including any compromise or settlement thereof. If requested by the Indemnifying Person, the Indemnified Person agrees to cooperate in contesting any Third Person Claim which the Indemnifying Person elects to contest (provided, however, that the Indemnified Person shall not be required to bring any counterclaim or cross-complaint against any Person). The Indemnified Person may at its own expense participate in, but not control, any defense or settlement of any Third Person Claim controlled by the Indemnifying Person pursuant to this Section 15.5. An Indemnifying Person shall not, without the written consent of the Indemnified Person, settle any Third Person Claim or consent to the entry of any judgment with respect thereto unless such settlement or judgment (i) provides for the payment by the Indemnifying Person of money as sole relief for the claimant, (ii) involves no finding or admission of any violation of Law or breach of contract or the rights of any Indemnified Person, (iii) does not encumber any of the assets of any Indemnified Person or agree to any restriction or condition that would apply to or adversely affect any Indemnified Person or the conduct of any Indemnified Person's business and (iv) includes a complete and unconditional release of each Indemnified Person subject thereto from any and all liabilities in respect of such Third Person Claim. Notwithstanding anything to the contrary herein, if the Third Person Claim (I) seeks

injunctive or equitable relief as the primary remedy for such Third Person Claim, (II) arises in connection with a criminal proceeding, or (III) is reasonably anticipated by, in the case of Third Person Claims for which Linn is the Indemnifying Party, to cause aggregate Liabilities subject to the Linn Indemnity Cap (whether pursuant to the current Third Party Claim and/or other previous Third Party Claims) for which Linn has provided indemnity hereunder to be exceeded, or, in the case of Third Person Claims for which Citizen is the Indemnifying Party, to cause aggregate Liabilities subject to the Citizen Indemnity Cap (whether pursuant to the current Third Party Claim and/or other previous Third Party Claims) for which Citizen has provided indemnity hereunder to be exceeded, then, at the Indemnified Person's election, such Indemnified Person shall have full control of such defense and proceedings, including any compromise or settlement thereof.

(e) If the Indemnifying Person does not admit its obligation or admits its obligation but fails to diligently defend or settle the Third Person Claim, then the Indemnified Person shall have the right to defend against the Third Person Claim (at the sole cost and expense of the Indemnifying Person, if the Indemnified Person is entitled to indemnification hereunder), with counsel of the Indemnified Person's choosing, subject to the right of the Indemnifying Person to admit its obligation and assume the defense of the Third Person Claim at any time prior to settlement or final determination thereof. If the Indemnifying Person has not yet admitted its obligation to provide indemnification with respect to a Third Person Claim, the Indemnified Person shall send written notice to the Indemnifying Person of any proposed settlement and the Indemnifying Person shall have the option for ten (10) Business Days following receipt of such notice to (i) admit in writing its obligation to provide indemnification with respect to the Third Person Claim and (ii) if its obligation is so admitted, reject, in its reasonable judgment, the proposed settlement. If the Indemnified Person settles any Third Person Claim over the objection of the Indemnifying Person after the Indemnifying Person has timely admitted its obligation in writing and assumed the defense of a Third Person Claim, the Indemnified Person shall be deemed to have waived any right to indemnity therefor.

(f) In the case of a claim for indemnification not based upon a Third Person Claim, the Indemnifying Person shall have twenty (20) days from its receipt of the Claim Notice to (i) cure the Liabilities complained of, (ii) admit its obligation to provide indemnification with respect to such Liabilities, or (iii) dispute the claim for such indemnification. If the Indemnifying Person does not notify the Indemnified Person within such ten (10) day period that it has cured the Liabilities or that it disputes the claim for such indemnification, the Indemnifying Person shall be conclusively deemed to have denied its indemnification obligation hereunder.

Section 15.8 Limitation on Actions.

(a) Subject to Section 15.8(c) the representations and warranties of the Transacting Parties in this Agreement and the covenants set forth in this Agreement that by their nature are to be performed at or prior to the Closing shall survive the Closing until the first anniversary of the Closing, except that:

(i) the representations and warranties in Section 7.1 through Section 7.5, Section 7.9, Section 7.10, Section 8.1 through Section 8.5, Section 8.9, and Section 8.10 (such representations and warranties collectively, the "***Fundamental Representations***") shall survive indefinitely; and

(ii) the representation and warranties in Section 7.8 and Section 8.8 shall survive Closing until ninety (90) days after the expiration the applicable statute of limitations closes the taxable period to which the subject Taxes relate.

All of the remainder of this Agreement shall survive the Closing indefinitely, except (A) as may otherwise be expressly provided in this Agreement or (B) for the provisions of Article 16, which shall survive Closing until ninety (90) days after the expiration of the applicable statute of limitations to which the subject Taxes relate. Representations, warranties, covenants and other agreements shall be of no further force and effect after the date of their expiration (if any), after which time no claim may be made thereunder, provided that there shall be no termination of any bona fide claim asserted in writing pursuant to this Agreement with respect to such a representation, warranty, covenant or other agreement prior to its expiration date.

(b) The indemnity obligations in Section 15.1(b), Section 15.1(c), Section 15.2(b) and Section 15.2(c) shall terminate as of the termination date of each respective covenant, agreement, representation or warranty that is subject to indemnification thereunder, except in each case as to matters for which a specific written claim for indemnity has been delivered in good faith to the Indemnifying Person on or before such termination date. The indemnity obligations in Section 15.1(a) and Section 15.2(a) shall survive the Closing indefinitely. The indemnity obligations in Section 15.1(d) and Section 15.2(d) shall survive the Closing until the second (2nd) anniversary of the Closing Date. Notwithstanding anything stated in this Agreement to the contrary, any indemnifiable claims or Liabilities asserted prior to the expiration of any stated survival period shall remain (and the indemnity therefor shall continue to survive) until such claims and Liabilities are fully resolved.

(c) Notwithstanding anything to the contrary in this Agreement (including the foregoing provisions of this Section 15.8), all indemnity obligations under Sections 15.1 and 15.2 of this Agreement shall terminate for all purposes (including in respect of indemnity obligations that have been previously asserted but not finally determined or satisfied) upon the occurrence of an IPO (as defined in the LLC Agreement); provided, however that this Section 15.8(c) shall not apply to indemnity obligations under (i) Section 15.1(a) or Section 15.2(a) or (ii) Section 15.1(b) and 15.2(b), or (iii) Section 15.1(c) or 15.2(c) of this Agreement for breach of either Transacting Party's Fundamental Representations or the representations in Section 7.8 and Section 8.8, respectively, or (iv) Section 15.1(d) or 15.2(d).

(d)

(i) Linn shall not be required to indemnify Citizen and/or any other Person under Section 15.1(c) for Liabilities arising from a single event or series of related events unless the amount of such Liabilities exceeds $500,000 (the "***Individual Indemnity Threshold***") and until and unless the aggregate amount of all such Liabilities exceeding the Linn Individual Indemnity Threshold exceeds 2.0% of the Initial Linn Agreed Value prior to any adjustments to the Initial Linn Agreed Value under this Agreement (the "***Linn Indemnity Deductible***"), and then only to the extent such Liabilities exceed the Linn Indemnity Deductible; provided that the

Individual Indemnity Threshold and the Linn Indemnity Deductible shall not apply with respect to any Liabilities relating to or arising from breaches of the Fundamental Representations of Linn, Section 7.8, breaches of Linn's covenants, Linn's indemnification obligations under Section 15.1(a), Section 15.1(b), or Section 15.1(c) (arising from breaches of the Fundamental Representations of Linn or for breaches of Section 7.8), or with respect to any Tax Claims, nor for Linn's indemnification obligations under Section 15.1(d).

(ii) Citizen shall not be required to indemnify Linn or any other Person under Section 15.2(c) for Liabilities arising from a single event or series of related events unless the amount of such Liabilities exceeds the Individual Indemnity Threshold and until and unless the aggregate amount of all such Liabilities exceeding the Citizen Individual Indemnity Threshold exceeds 2.0% of the Initial Citizen Agreed Value prior to any adjustments to the Initial Citizen Agreed Value under this Agreement (the "***Citizen Indemnity Deductible***"), and then only to the extent such Liabilities exceed the Citizen Indemnity Deductible; provided that the Individual Indemnity Threshold and the Citizen Indemnity Deductible shall not apply with respect to any Liabilities relating to or arising from breaches of Fundamental Representations of Citizen, Section 8.8, breaches of Citizen's covenants, Citizen's indemnification obligations under Section 15.2(a), Section 15.2(b), or Section 15.2(c) (arising from breaches of the Fundamental Representations of Citizen or for breaches of Section 8.8) or with respect to any Tax Claims, nor for Citizen's indemnification obligations under Section 15.2(d).

(e)

(i) Linn shall not be required to indemnify Citizen or any other Person under Section 15.1(c) for Liabilities in excess of $250,000,000 (the "***Linn Indemnity Cap***") in the aggregate; provided that the Linn Indemnity Cap shall not apply with respect to any Liabilities relating to or arising from breaches of the Fundamental Representations of Linn or with respect to any Tax Claims. Notwithstanding anything to the contrary, in no event shall Linn's maximum aggregate liability arising out of or relating to this Agreement other than its liability under Section 15.1(a) (and it is agreed that this Section does not limit the indemnity obligations or Liabilities under Section 15.1(a)) exceed the Initial Linn Agreed Value prior to any adjustments to the Initial Linn Agreed Value under this Agreement.

(ii) Citizen shall not be required to indemnify Linn and/or any other Person under Section 15.2(c) for Liabilities in excess of $250,000,000 (the "***Citizen Indemnity Cap***") in the aggregate; provided that the Citizen Indemnity Cap shall not apply with respect to any Liabilities relating to or arising from breaches of the Fundamental Representations of Citizen or with respect to any Tax Claims. Notwithstanding anything to the contrary, in no event shall Citizen's maximum aggregate liability arising out of or relating to this Agreement other than its liability under Section 15.2(a) (and it is agreed that this Section does not limit the indemnity obligations or Liabilities under Section 15.2(a)) exceed the Initial Citizen Agreed Value prior to any adjustments to the Initial Citizen Agreed Value under this Agreement.

(f) In no event shall any Indemnified Person be entitled to duplicate compensation with respect to the same Liabilities under more than one provision of this Agreement (and no Indemnified Person shall have the right to recover under this Article 15 with respect to any matter to the extent such Indemnified Person received appropriate adjustments to the Initial Linn Agreed Value under Section 3.2 or the Initial Citizen Agreed Value under Section 3.3, as applicable, in satisfaction of such indemnifiable matter) and the various documents delivered in connection with the Closing.

ARTICLE 16
TAX MATTERS

Section 16.1 Allocation of Asset Taxes. Each of Linn and Citizen shall retain responsibility for all Asset Taxes assessed with respect to the ownership and operation of the Linn Assets or the Citizen Assets, as applicable, for (i) any period ending prior to the Effective Time, and (ii) the portion of any Straddle Period ending immediately prior to the Effective Time. All Asset Taxes with respect to the ownership or operation of the Assets arising on or after the Effective Time (including all Asset Taxes for any Straddle Period not apportioned to Linn or Citizen) shall be allocated to and borne by the Company. For purposes of determining whether and to what extent a liability for Asset Taxes for a Straddle Period is allocable to a taxable period (or portion thereof) ending before the Effective Time or from and after the Effective Time: (a) Asset Taxes imposed in connection with any sale or other transfer or assignment of property (real or personal, tangible or intangible) shall be allocated to the taxable period or portion thereof based on an interim closing of the books, (b) Asset Taxes that are attributable to the severance or production of Hydrocarbons shall be allocated to the period in which the severance or production giving rise to such Taxes occurred, and (c) Asset Taxes imposed on a periodic basis shall be allocated based on the number of days in the relevant taxable period that occur before the Effective Time, on the one hand, and the number of days in such taxable period that occur from and after the Effective Time, on the other hand.

Section 16.2 Tax Returns. Each of Linn or Citizen, as applicable, shall timely file any Tax Return with respect to Asset Taxes due on or before the Closing Date or that otherwise relates solely to periods before the Closing Date and shall pay any Asset Taxes shown due and owing on such Tax Return, subject to the Contributors' right to adjustment of the Linn Consideration Units or the Citizen Consideration Units, as applicable, for any Asset Taxes for which the Company is responsible under Section 16.1. From and after the Closing Date, the Company shall timely file any Tax Returns with respect to Asset Taxes required to be filed after the Closing Date, including such Tax Returns for any Straddle Period that are due after the Closing Date, and shall pay any Asset Taxes shown due and owing on such Tax Return, subject to the Company's right to adjustment of the Linn Consideration Units or the Citizen Consideration Units, as applicable, for any Asset Taxes for which Linn or Citizen, as applicable, is responsible under Section 16.1. To the extent the actual amount of an Asset Tax is not known at the time an adjustment is to be made with respect to such Asset Tax pursuant to Section 3.2 or Section 3.3, as applicable, the Parties shall utilize the most recent information available in estimating the amount of such Asset Tax for purposes of such adjustment. To the extent the actual amount of an Asset Tax (or the amount thereof paid or economically borne by a Transacting Party) is ultimately determined to be different than the amount (if any) that was taken into account in determining the Final Linn Adjustment Amount or the Final Citizen Adjustment Amount, as applicable, the Linn Consideration Units or the Citizen Consideration Units, as applicable, shall be adjusted to the extent necessary to cause each Transacting Party to bear the amount of such Asset Tax that is allocable to such Transacting Party under Section 16.1.

Section 16.3 Tax Cooperation. Each of the Company, Linn and Citizen agrees to furnish to each other, upon request, as promptly as practicable, such information and assistance relating to the Linn Assets and the Linn Additional Assets or the Citizen Assets and the Citizen Additional Assets, as applicable, as is reasonably necessary for the filing of all Tax Returns, and making of any election related to Taxes, the preparation for any audit by any Governmental Body, and the prosecution or defense of any action, suit or proceeding related to Taxes involving the Linn Assets and the Linn Additional Assets or the Citizen Assets and the Citizen Additional Assets, as applicable, and each shall execute and deliver such documents as are reasonably necessary to carry out the intent of this Section 16.3. Linn and Citizen agree to retain all books and records with respect to Tax matters pertinent to the Linn Assets and the Linn Additional Assets or the Citizen Assets and the Citizen Additional Assets, as applicable, relating to any taxable period beginning on or before the Effective Time until the expiration of the statute of limitations of the respective taxable periods and to abide by all record retention agreements entered into with any Governmental Body.

Section 16.4 Transfer Taxes. In the event any Transfer Taxes are due as a result of the transfer by Linn of the Linn Assets and the Linn Additional Assets to the Company or by Citizen of the Citizen Assets and the Citizen Additional Assets to the Company, the Company shall be responsible for timely filing any Tax Return relating to such Transfer Taxes and paying such Transfer Taxes. The Parties shall reasonably cooperate in good faith to minimize, to the extent permissible under applicable Law, the amount of any such Transfer Taxes.

Section 16.5 Tax Refunds. The amount of any refunds of Asset Taxes of Linn or Citizen, as applicable, for any period prior to the Effective Time shall be for the account of Linn or Citizen, respectively. The amount of any refunds of Asset Taxes of Linn or Citizen, as applicable, for any Tax period beginning after the Effective Time shall be for the account of the Company. The amount of any refund of Asset Taxes for any Straddle Period shall be equitably apportioned between the Company and Linn or Citizen, respectively, in accordance with the principles set forth in Section 16.1. Each Party shall forward, and shall cause its Affiliates to forward, to the Party entitled to receive a refund of Tax pursuant to this Section 16.5 the amount of such refund within thirty (30) days after such refund is received, net of any costs or expenses incurred by such Party or its Affiliates in procuring such refund.

ARTICLE 17
MISCELLANEOUS

Section 17.1 Governing Law. THIS AGREEMENT AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE LAW OF A STATE IN WHICH THE ASSETS ARE LOCATED NECESSARILY GOVERNS, IN WHICH EVENT OKLAHOMA LAW SHALL GOVERN. SUBJECT TO SECTION 17.3, IN RESPECT OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, EACH OF THE PARTIES HERETO CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY FEDERAL OR STATE COURT LOCATED WITHIN HARRIS COUNTY, TEXAS, AND WAIVES ANY OBJECTION TO JURISDICTION OR VENUE OF, AND WAIVES ANY MOTION TO TRANSFER VENUE FROM, ANY OF THE AFORESAID COURTS. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE.

Section 17.2 Conspicuous Language. THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY LAW TO BE EFFECTIVE, THE PROVISIONS IN THIS AGREEMENT IN ALL CAPS ARE "CONSPICUOUS" FOR THE PURPOSE OF ANY LAW.

Section 17.3 Dispute Resolution. Except as provided in Articles 3, 4 and 5, all disputes and controversies, in each case, arising out of or relating to this Agreement, shall be determined and resolved in accordance with the following procedures:

(a) Covered Disputes. Any Claim among the Parties or their respective Affiliates arising out of or relating to this Agreement, including the meaning of its provisions, or the proper performance of any of its terms, its breach, termination or invalidity (each, a "***Dispute***") shall be resolved in accordance with the procedures specified in this Section 17.3, which shall be the sole and exclusive procedure for the resolution of any such Dispute, except that any Party, without prejudice to the following procedures, may file a complaint to seek preliminary injunctive or other provisional judicial relief, if in its sole judgment, that action is necessary to avoid irreparable damage or to preserve the status quo. Despite that action the Parties will continue to participate in good faith in the procedures specified in this Section 17.3.

(b) Initial Mediation. In the event of a Dispute, and prior to proceeding to arbitration pursuant to Section 17.3, the Parties must submit the Dispute to any mutually agreed mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the Dispute and the relief requested. The Dispute shall be mediated in Oklahoma City, Oklahoma within thirty (30) days from the date that a written request for mediation is made by any Party, and the mediation shall be conducted before a single mediator to be agreed upon by the Parties. If the Parties cannot agree on the mediator, each Party shall select a mediator and the mediators so selected shall together unanimously select a neutral mediator who will conduct the mediation. The Parties shall cooperate with the mediation service and with one another in scheduling the mediation proceedings. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally by the Parties. The Parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. The decision of the mediator shall be non-binding on the Parties.

(c) Arbitration as a Final Resort. Any Dispute that is not resolved by mediation pursuant to Section 17.3 must be resolved through the use of binding arbitration in accordance with the AAA Rules, as supplemented to the extent necessary to determine any procedural appeal question by the Federal Arbitration Act (Title IX of the United States Code). If there is any inconsistency between this Section 17.3 and the Commercial Arbitration Rules of the Federal Arbitration Act, the terms of this Section 17.3 shall control the rights and obligations of the Parties. Such arbitration shall be conducted as follows:

(i) If there is more than one Dispute that involves the same facts and parties as the facts and parties with respect to which arbitration has been initiated pursuant to this Agreement, such Disputes shall be consolidated into the first arbitration initiated pursuant to this Agreement.

(ii) Arbitration may be initiated by a Party ("***Claimant***") serving written notice on another Party ("***Respondent***") that the Claimant has referred the Dispute to binding arbitration pursuant to this Section 17.3(c). Claimant's notice initiating binding arbitration must describe in reasonable detail the nature of the Dispute and the facts and circumstances relating thereto and identify the arbitrator Claimant has appointed. Respondent shall respond to Claimant within thirty (30) days after receipt of Claimant's notice, identifying the arbitrator Respondent has appointed. All arbitrators must be neutral parties who have never been officers, directors or employees of or performed material work for the Parties or any of their Affiliates within the preceding five (5) year period and must agree in writing to keep strictly confidential the specifics and existence of the dispute as well as all proprietary records of the Parties reviewed by the arbitrators in the process of resolving such dispute. Arbitrators must have a formal education or training in the area of dispute resolution and must have not less than seven (7) years of experience as a lawyer in the energy industry with experience in upstream or transactional issues. The two (2) arbitrators so chosen by the parties to the Dispute shall select a third arbitrator within thirty (30) days after the second arbitrator has been appointed. If either (A) the Respondent fails to name its party-appointed arbitrator within the time permitted, or (B) the two (2) arbitrators are unable to agree on a third arbitrator within thirty (30) days from the date the second arbitrator has been appointed, then, in either case, the missing arbitrator(s) shall be selected by the AAA with due regard given to the selection criteria above and input from the parties to the Dispute and other arbitrators. The AAA shall select the missing arbitrator(s) not later than ninety (90) days from initiation of arbitration. In the event the AAA should fail to select the third arbitrator within ninety (90) days from initiation of arbitration, then either party to the Dispute may petition the Chief United States District Judge for the Northern District of Oklahoma to select the third arbitrator. Due regard shall be given to the selection criteria above and input from the parties to the arbitrable Dispute and other arbitrators.

(iii) Claimant and Respondent shall each pay one-half of the compensation and expenses of the AAA and the arbitrator(s).

(iv) The hearing shall be conducted in Oklahoma City, Oklahoma and commence within sixty (60) days after the selection of the third arbitrator, unless delayed by order of the arbitrators. The hearing shall be based upon written position papers submitted by Claimant and Respondent within thirty (30) days after the selection of the third arbitrator, stating such Person's proposed resolution of the dispute. The parties to the Dispute and the arbitrators shall proceed diligently and in good faith in order that the award may be made as promptly as possible. The arbitrators shall determine the Disputes and render a final award on or before thirty (30) days following the completion of the hearing. The arbitrators' decision shall be in writing

and set forth the reasons for the award. In rendering the award, the arbitrators shall abide by (A) the terms and conditions of this Agreement including, without limitation, any and all restrictions, prohibitions or limitations on damages or remedies set forth in this Agreement and (B) the Law of the State of Delaware. The arbitrators shall not have jurisdiction or authority to add to, detract from or alter in any way the provisions of this Agreement.

(v) Notwithstanding any other provision of this Agreement, any party to the Dispute may, prior to the appointment of the third arbitrator, seek temporary injunctive relief from any court of competent jurisdiction; *provided* that the party seeking such relief shall (if arbitration has not already been commenced) simultaneously commence arbitration. Such court-ordered relief shall not continue more than ten (10) days after the appointment of the arbitrators and in no event for longer than ninety (90) days. In order to prevent irreparable harm, the arbitrators shall have the power to grant temporary or permanent injunctive or other equitable relief. Except as provided in the Federal Arbitration Act, the decision of the arbitrators shall be final, binding on and non-appealable by the parties to the Dispute. Each party to the Dispute agrees that any arbitration award against it may be enforced in any court of competent jurisdiction and that either party to the Dispute may authorize any such court to enter judgment on the arbitrators' decisions. The arbitrators may not grant or award indirect, consequential, punitive or exemplary damages or damages for lost profits.

(vi) In any Dispute under this Agreement, the prevailing party to the Dispute shall be entitled to recover arbitration and court costs and attorneys' fees in addition to any other relief to which such Person is entitled.

(d) Tolling and Performance. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Section 17.3(c) are pending. The Parties shall take any action required to effectuate that tolling. Each Party is required to continue to perform its obligations under this Agreement pending completion of the procedures set forth in Section 17.3(c), unless to do so would be impossible or impracticable under the circumstances.

Section 17.4 Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. Any signature hereto delivered by a Party by facsimile or other electronic transmission shall be deemed an original signature hereto.

Section 17.5 Notices. All notices and communications required or permitted to be given hereunder, but excluding service of process shall be sufficient in all respects (a) if given in writing and delivered personally, (b) if sent by overnight courier, (c) if mailed by U.S. Express Mail or by certified or registered U.S. Mail with all postage fully prepaid, (d) sent by facsimile transmission (provided any such facsimile transmission is confirmed either orally or by written confirmation), or (e) sent by electronic mail transmission (provided any such electronic mail transmission is supplemented by a written notice delivered pursuant to one of the methods specified in items (a) through (d) above within two (2) Business Days after delivery of such electronic mail transmission; provided that electronic mail transmitted on or before any deadline regardless of whether such supplemental written notice is delivered prior to such deadline shall be deemed adequate notice hereunder) and, in each case, addressed to the appropriate Party at the address for such party shown below:

If to Linn:

Linn Operating, LLC
600 Travis Street, Suite 1400
Houston, Texas 77002
Attention: David Rottino, Chief Financial Officer
Email: DRottino@linnenergy.com

with a copy (which shall not constitute notice) to:

Linn Operating, LLC
600 Travis Street, Suite 1400
Houston, Texas 77002
Attention: Candice Wells, General Counsel

Email: CWells@linnenergy.com

and
Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: Michael Dillard
Email: michael.dillard@lw.com

If to Citizen:

Citizen Energy II, LLC
320 S. Boston Ave., Suite 1300
Tulsa, OK 74103
Attn: James Woods
Email: james@ce2ok.com

JVL Advisors, LLC
SPQR Energy, LP
Lobo Baya LLC
10000 Memorial Dr., Suite 550
Houston, TX 77024
Attn: John V. Lovoi; Paul Loyd
Email: jlovoi@jvladvisors.com and pbl@loydhouse.com

with a copy (which shall not constitute notice) to:

Thompson & Knight LLP
333 Clay Street, Suite 3300
Houston, Texas 77002
Attention: Timothy L. Samson; Hunter White

Email: tim.samson@tklaw.com; hunter.white@tklaw.com

If to the Company:

Linn Operating, LLC
600 Travis Street, Suite 1400
Houston, Texas 77002
Attention: David Rottino, Chief Financial Officer
Email: DRottino@linnenergy.com

Citizen Energy II, LLC
320 S. Boston Ave., Suite 1300
Tulsa, OK 74103
Attn: James Woods
Email: james@ce2ok.com

JVL Advisors, LLC
SPQR Energy, LP
Lobo Baya LLC
10000 Memorial Dr., Suite 550
Houston, TX 77024
Attn: John V. Lovoi and Paul Loyd
Email: jlovoi@jvladvisors.com and pbl@loydhouse.com

with a copy (which shall not constitute notice) to:

Linn Operating, LLC
600 Travis Street, Suite 1400
Houston, Texas 77002
Attention: Candice Wells, General Counsel
Email: CWells@linnenergy.com

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: Michael Dillard
Email: michael.dillard@lw.com

and

Thompson & Knight LLP
333 Clay Street, Suite 3300
Houston, Texas 77002
Attention: Timothy T. Samson and Hunter White
Email: tim.samson@tklaw.com; hunter.white@tklaw.com

Any notice given in accordance herewith shall be deemed to have been given (i) when delivered to the addressee in person, or by courier, during normal business hours, or on the next Business Day if delivered after business hours, (ii) when received by the addressee via facsimile or electronic mail transmission during normal business hours, or on the next Business Day if received after business hours, or (iii) upon actual receipt by the addressee after such notice has either been delivered to an overnight courier or deposited in the U.S. Mail, as the case may be. The Parties may change the address, telephone number, facsimile number, electronic mail address and individuals to which such communications to be addressed by giving written notice to the other Parties in the manner provided in this Section 17.5. Notwithstanding anything in this Section 17.5 to the contrary, documents and other information to be delivered to the Parties hereunder may be transmitted to such Parties by electronic means other than electronic mail transmission; provided confirmation of the delivery of such documents and other information is confirmed orally or by written confirmation (including by automated electronic means).

Section 17.6 Expenses. Except as otherwise specifically provided, all fees, costs and expenses incurred by the Parties in negotiating this Agreement shall be paid by the Party incurring the same, including legal and accounting fees, costs and expenses.

Section 17.7 Waiver; Rights Cumulative. Any of the terms, covenants, or conditions hereof may be waived only by a written instrument executed by or on behalf of the Party or Parties waiving compliance. No course of dealing on the part of any Party, or its respective officers, employees, agents, accountants, attorneys, investment bankers, consultants or other authorized representatives, nor any failure by a Party to exercise any of its rights under this Agreement shall operate as a waiver thereof or affect in any way the right of such Party at a later time to enforce the performance of such provision. No waiver by any Party of any condition, or any breach of any term or covenant contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term or covenant. The rights of the Parties under this Agreement shall be cumulative, and the exercise or partial exercise of any such right shall not preclude the exercise of any other right.

Section 17.8 Entire Agreement; Conflicts. THIS AGREEMENT AND EACH OTHER AGREEMENT EXECUTED BY THE PARTIES OR THEIR RESPECTIVE AFFILIATES IN CONNECTION HEREWITH (INCLUDING THE LLC AGREEMENT, THE CONFIDENTIALITY AGREEMENT AND THE MASTER SERVICES AGREEMENT), AND THE EXHIBITS AND APPENDICES HERETO AND THERETO, COLLECTIVELY CONSTITUTE THE ENTIRE AGREEMENT AMONG THE PARTIES PERTAINING TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ALL PRIOR AGREEMENTS, UNDERSTANDINGS, NEGOTIATIONS AND DISCUSSIONS, WHETHER ORAL OR

WRITTEN, OF SUCH PARTIES AND THEIR RESPECTIVE AFFILIATES PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THERE ARE NO WARRANTIES, REPRESENTATIONS OR OTHER AGREEMENTS AMONG THE PARTIES OR THEIR RESPECTIVE AFFILIATES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT or THE TRANSACTION DOCUMENTS, AND NO PARTY OR SUCH PARTY'S AFFILIATES SHALL BE BOUND BY OR LIABLE FOR ANY ALLEGED REPRESENTATION, PROMISE, INDUCEMENT OR STATEMENTS OF INTENTION NOT SO SET FORTH. IN THE EVENT OF A CONFLICT BETWEEN (A) THE TERMS AND PROVISIONS OF THIS AGREEMENT AND THE TERMS AND PROVISIONS OF ANY EXHIBIT OR APPENDIX HERETO, OR (B) THE TERMS AND PROVISIONS OF THIS AGREEMENT AND THE TERMS AND PROVISIONS OF ANY OTHER AGREEMENT EXECUTED IN CONNECTION HEREWITH, IN EACH CASE, THE TERMS AND PROVISIONS OF THIS AGREEMENT SHALL GOVERN AND CONTROL; PROVIDED, HOWEVER, THAT THE INCLUSION IN ANY OF THE EXHIBITS OR APPENDICES HERETO OR THE AGREEMENTS SET FORTH IN CLAUSE (B) ABOVE OF TERMS AND PROVISIONS NOT ADDRESSED IN THIS AGREEMENT SHALL NOT BE DEEMED A CONFLICT, AND ALL SUCH ADDITIONAL PROVISIONS SHALL BE GIVEN FULL FORCE AND EFFECT, SUBJECT TO THE PROVISIONS OF THIS SECTION 17.8 AND pROVIDED FURTHER THAT IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THIS AGREEMENT AND THE TERMS AND PROVISIONS OF THE LLC AGREEMENT, THE TERMS AND PROVISIONS OF THE LLC AGREEMENT SHALL GOVERN AND CONTROL.

Section 17.9 Amendment. This Agreement may be amended only by an instrument in writing executed by Linn and Citizen and expressly identified as an amendment or modification.

Section 17.10 Parties in Interest. Except as provided in Section 6.1(c) and Article 15 nothing in this Agreement, express or implied, shall entitle any Person other than the Parties or their respective successors and permitted assigns to any Claim, remedy or right of any kind.

Section 17.11 Binding Effect. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

Section 17.12 Preparation of Agreement. Each of the Parties and their respective counsels participated in the preparation of this Agreement. In the event of any ambiguity in this Agreement, no presumption shall arise based on the identity of the draftsman of this Agreement.

Section 17.13 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not materially affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 17.14 Limitation on Damages. NONE OF THE PARTIES SHALL BE ENTITLED TO RECOVER FROM ANY OTHER PARTY, OR ANY OTHER PARTY'S RESPECTIVE AFFILIATES, ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES OR DAMAGES FOR LOST PROFITS OF ANY KIND, IN EACH CASE, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, EXCEPT TO THE EXTENT ANY SUCH PARTY SUFFERS SUCH DAMAGES TO A THIRD PARTY, WHICH DAMAGES (INCLUDING COSTS OF DEFENSE AND REASONABLE ATTORNEYS' FEES INCURRED IN CONNECTION WITH DEFENDING AGAINST SUCH DAMAGES) SHALL NOT BE EXCLUDED BY THIS PROVISION AS TO RECOVERY HEREUNDER. SUBJECT TO THE PRECEDING SENTENCE, EACH PARTY, ON BEHALF OF ITSELF AND EACH OF ITS AFFILIATES, WAIVES ANY RIGHT TO RECOVER ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES OR DAMAGES FOR LOST PROFITS OF ANY KIND, IN EACH CASE, ARISING IN CONNECTION WITH OR WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 17.15 Assignment. No Party shall assign all or any part of this Agreement, nor shall any Party assign or delegate any of its rights or duties hereunder, without the prior written consent of the other Parties (which consent may be withheld for any reason) and any assignment or delegation made without such consent shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 17.16 Time is of the Essence. This Agreement contains a number of dates and times by which performance or the exercise of rights is due, and the Parties intend that each and every such date and time be the firm and final date and time, as agreed. For this reason, each Party hereby waives and relinquishes any right it might otherwise have to challenge its failure to meet any performance or rights election date applicable to it on the basis that its late action constitutes substantial performance, to require the other Parties to show prejudice, or on any equitable grounds. Without limiting the foregoing, time is of the essence in this Agreement. If the date specified in this Agreement for giving any notice or taking any action is not a Business Day (or if the period during which any notice is required to be given or any action taken expires on a date which is not a Business Day), then the date for giving such notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) shall be the next day which is a Business Day.

Section 17.17 Employee Issues.

(a) From and after Closing, each of Linn and Citizen shall use commercially reasonable efforts to cooperate with the Company to determine mutually acceptable methods of Linn and Citizen making available certain of their employees and their Affiliates' employees for hire by the Company.

(b) Subject to Section 17.17(a), from and after the Execution Date until the nine month anniversary of Closing, unless Linn otherwise consents in writing, none of Citizen and its Affiliates and the Company and its Affiliates shall solicit, induce, or recruit any employee of Linn or its Affiliates ("***Linn Employees***"). The foregoing provision shall not prohibit the Company and its Affiliates from making offers of employment to the personnel made available by Linn for hire by the Company pursuant to Section 17.17(a) or who contact Citizen or its Affiliates or the Company or its Affiliates directly without solicitation, inducement or recruitment by the hiring party or its Affiliates, nor shall it prohibit solicitations by Citizen and its Affiliates and the Company and its Affiliates by general advertisement in periodicals or other advertisement media or through the use of search firms that are not directed specifically at Linn Employees.

(c) Subject to Section 17.17(a), from and after the Execution Date until the nine month anniversary of Closing, unless Citizen otherwise consents in writing, none of Linn and its Affiliates and the Company and its Affiliates shall solicit, induce, or recruit any employee of Citizen or its Affiliates ("***Citizen Employees***"). The foregoing provision shall not prohibit the Company and its Affiliates from making offers of employment to the personnel made available by Citizen for hire by the Company pursuant to Section 17.17(a) or who contact Linn or its Affiliates or the Company or its Affiliates directly without solicitation, inducement or recruitment by the hiring party or its Affiliates, nor shall it prohibit solicitations by Linn and its Affiliates and the Company and its Affiliates by general advertisement in periodicals or other advertisement media or through the use of search firms that are not directed specifically at Citizen Employees.

Section 17.18 Retained Litigation.

(a) With regard to the matters set forth described in Part I of Schedule 7.6, or any related royalty lawsuits regarding the Linn Assets, Linn may not settle or compromise such claims or lawsuit without the written consent of Company if any settlement or compromise (a) requires Company to admit (or is a deemed admission by Company of) fault or wrongdoing, or (b) or requires Company to part with any property right or interest, assume any obligation or make any payment for which Linn is not providing the Company indemnity hereunder.

(b) With regard to the matters set forth described in Part I of Schedule 8.6, or any related royalty lawsuits regarding the Citizen Assets, Citizen may not settle or compromise such claims or lawsuit without the written consent of Company if any settlement or compromise (a) requires Company to admit (or is a deemed admission by Company of) fault or wrongdoing, or (b) or requires Company to part with any property right or interest, assume any obligation or make any payment for which Citizen is not providing the Company indemnity hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement has been signed by each of the Parties on the Execution Date.

PARTIES:

LINN ENERGY HOLDINGS, LLC

By: /s/ Mark E. Ellis
Name: Mark E. Ellis
Title: President & CEO

LINN OPERATING, LLC

By: /s/ Mark E. Ellis
Name: Mark E. Ellis
Title: President & CEO

CITIZEN ENERGY II, LLC

By: _____
Name:
Title:

ROAN RESOURCES LLC

By: CITIZEN ENERGY II, LLC
Its sole member

By: _____
Name:
Title:

[*Signature Page to Contribution Agreement*]

CITIZEN ENERGY II, LLC

By: /s/ Robbie Woodard
Name: Robbie Woodard
Title: Chief Operating Officer

ROAN RESOURCES LLC

By: Citizen Energy II, LLC, Its sole member

By: /s/ James R. Woods
Name: James R. Woods
Title: Manager

APPENDIX A
DEFINITIONS

"***AAA***" means the American Arbitration Association.

"***AAA Rules***" means the Commercial Arbitration Rules of the AAA.

"***AFE***" has the meaning set forth in Section 7.18.

"***Affiliate***" means with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with, such Person; provided, however, after the Closing, the Company and its subsidiaries shall not, for purposes of this Agreement, constitute a current or former Affiliate of either Transacting Party or any of its Affiliates; and provided further, that Citizen's "***Affiliates***" shall not include (a) JVL Advisors, L.L.C. ("***JVL***"), (b) any investment vehicles or investment funds for which JVL serves as adviser or manager, or (c) the portfolio investments of any such investment vehicle or investment fund (other than Citizen and its subsidiaries).

"***Agreement***" has the meaning set forth in Preamble of this Agreement.

"***Allocated Values***" has the meaning set forth in Section 3.4(a).

"***Allocation Schedule***" has the meaning set forth in Section 3.4(b).

"***Amended and Restated Linn Midstream Agreement***" means the Amended and Restated Gas Gathering and Processing Agreement by and between LEH and Linn Midstream, LLC, dated effective April 1, 2017.

"***Asset Taxes***" shall mean ad valorem, property, excise, severance, production, sales, use, or similar Taxes based upon or measured by the ownership or operation of the Assets or the production of Hydrocarbons or the receipt of proceeds therefrom, but excluding, for the avoidance of doubt, Income Taxes and Transfer Taxes.

"***Assets***" means, when used in reference to Linn, the Linn Assets and the Linn Additional Assets, and when used in reference to Citizen, the Citizen Assets and the Citizen Additional Assets.

"***Assignment***" means any Linn Assignment or Citizen Assignment executed pursuant to this Agreement, as applicable.

"***Burdens***" means any royalty, overriding royalty, production payment, carried interest, net profits interest, reversionary interest or other burden upon, measured by or payable out of production.

"***Business Day***" means a day (other than a Saturday or Sunday) on which commercial banks in Oklahoma, Texas and New York are generally open for business.

"***Citizen***" has the meaning set forth in the Preamble.

"***Citizen Actual Section Value***" means, in the case of any Target Formation in any Governmental Section, the product of (a) the actual aggregate Citizen Section Net Acres subject to the Citizen Section Leases in such Target Formation in such Governmental Section, and (b) the sum of (i) the Zone Price for such Target Formation in such Governmental Section and (ii) the product of (A) the Zone NRI Value for such Target Formation in such Governmental Section, (B) the amount (whether positive, negative or zero) obtained by subtracting the Zone Average NRI for such Target Formation in such Governmental Section from the actual Citizen Section Weighted Average NRI associated with the Citizen Section Leases in such Target Formation in such Governmental Section; and (C) 100.

"***Citizen Additional Assets***" means the Citizen Additional Leases and any other items acquired by Citizen with the Citizen Additional Leases that would constitute "Citizen Assets" to the extent the Citizen Additional Leases were Citizen Leases.

"***Citizen Additional Leases***" means all oil and gas leases, oil, gas and mineral leases, subleases and other leaseholds, mineral interests, mineral fee interests, royalty interests, overriding royalty interests, net profit interests, payments out of production, carried interests, reversionary rights, contractual rights to production or other interests in Hydrocarbons acquired by Citizen either (i) after April 1, 2017 and prior to Closing, (ii) after April 1, 2017 and prior to the expiration of thirty (30) days after Closing as long as Citizen has entered into a definitive agreement to acquire such interest prior to the Closing (for which written notice of such definitive agreement and a list of the oil and gas leases covered thereby has been provided to Linn prior to Closing), (iii) prior to April 1, 2017 (and are still owned by Citizen as of the Execution Date) but which are not listed on Exhibit A-1 (Part II) and are listed on Exhibit A-5-2 (Part II), or (iv) that are acquired by Citizen after Closing and prior to the expiration of the Title Cure Period, insofar and only insofar as such acquisitions under this subpart (iii) are made via acreage trades, pursuant to which Citizen has traded acreage that is outside of the areas identified in Exhibit H for such interests) and with regard to all acquisitions described in subparts (i)-(iv) above, insofar and only insofar that such acquired interests: (a) are within the areas identified in Exhibit H, (b) with respect to each oil and gas lease and oil, gas and mineral lease, subleases and other leaseholds, to the extent the same is not held beyond its primary term by production, the same has a remaining primary term that expires no less than two (2) years after the Effective Time (other than those described in Exhibit A-5-2 (Part II), which to the extent the same is not held beyond its primary term by production or operations, the same has a primary term (whether such primary term relates to the primary term under such Citizen Lease or, if applicable and the Citizen Lease is subject to a term assignment, the primary term provided in such term assignment pursuant to which Citizen or its predecessor-in-interest acquired such Citizen Lease and such primary term identified in such term assignment shall be deemed to be the primary term of such Citizen Lease for purposes of this provision) that is not earlier than the primary term expiration date identified for such Citizen Lease in Exhibit A-5-2 (Part II)), (c) includes Qualifying Depths of one or more of the applicable Section Target Formations, and (d) entitles Citizen (and following the assignment of such Citizen Additional Lease, the Company) to receive not less than a 75% Net Revenue Interest therein with respect to the applicable Target Formation(s). Notwithstanding anything to the contrary herein, any Hydrocarbon interest identified on Exhibit A-1 (Part II) as a Citizen Lease shall not be a Citizen Additional Lease for any purpose hereunder.

"***Citizen Adjustment Notice***" has the meaning set forth in Section 3.3(b)(ii).

"***Citizen Aggregate Deductible***" has the meaning set forth in Section 4.3(d)(iii).

"***Citizen Assets***" means all of Citizen's right, title and interest in and to the following, less and except the Citizen Excluded Assets:

(a) all oil and gas leases, oil, gas and mineral leases, subleases and other leaseholds,, overriding royalty interests, net profit interests, payments out of production, carried interests, reversionary rights, contractual rights to production or other interests in Hydrocarbons, in each case, described in Exhibit A-1 (Part II), together with any and all other right, title and interest of Citizen in and to the leasehold estates or other rights and interests created by any of the foregoing, subject to the terms, conditions, covenants and obligations set forth in such interests and/or Exhibit A-1 (Part II) (all such interests, the "***Citizen Leases***");

(b) all oil and gas wells, water wells, carbon dioxide wells, salt water disposal wells, injection wells, observation wells, and other wells and wellbores located on or allocable to the Citizen Leases and Citizen Units, including those described on Exhibit A-2 (Part II), whether producing, shut in, or abandoned (all such interests, the "***Citizen Wells***");

(c) all rights and interests in, under or derived from all unitization, communitization, and pooling agreements or compulsory pooling orders in effect with respect to any of the Citizen Leases, or Citizen Wells and the units created thereby (all such interests, the "***Citizen Units***");

(d) to the extent transferable after the exercise of commercially reasonable efforts (which shall not require the payment of a fee or the provision of any other consideration), all Contracts (i) to which Citizen is a party (or is a successor or assign of a party), (ii) that pertain primarily to any of the Citizen Assets and (iii) that will be binding on the Company after Closing, but exclusive of any master service agreements, blanket agreements or similar Contracts (all such contracts, "***Citizen Contracts***");

(e) all Rights-of-Way to the extent used in connection with the ownership or operation of any of the Citizen Leases, Citizen Wells, Citizen Units or other Citizen Assets, including the Rights-of-Way set forth in Exhibit A-3 (Part II) (all such interests, collectively, the "***Citizen Rights-of-Way***");

(f) all flowlines, pipelines and appurtenances thereto that are located on the Citizen Leases or Citizen Units or used, or held for use, in connection with the operation of the Citizen Wells, but excluding all Citizen Excluded Midstream Assets (all such interests (subject to such exclusions), the "***Citizen Gathering Systems***", and together with the Citizen Leases, Citizen Units, and Citizen Wells, collectively, the "***Citizen Oil and Gas Properties***");

(g) all personal property, equipment, machinery, tools, compressors, meters, tanks, pumps, platforms, pulling machines, boilers, buildings, pipe yards, salt water disposal facilities, utility lines, computer and automation equipment, telecommunications equipment, field radio telemetry, and associated frequencies and licenses, pressure transmitters, central processing equipment, fixtures, improvements, facilities and other tangible personal property located on the Citizen Oil and Gas Properties, including such equipment described on Exhibit A-4 (Part II) (all such interests, the "***Citizen Equipment***");

(h) all of the files, records, information and data, whether written or electronically stored, primarily relating to the Citizen Assets and in the possession of Citizen or its Affiliates, including: (i) land and title records (including abstracts of title, title opinions and title curative documents); (ii) Citizen Contract files; (iii) correspondence; (iv) operations, environmental (including environmental assessments and studies), production and accounting records; (v) facility and well records; and (vi) to the extent transferable, seismic, geologic and technical data including logs and maps (all such interests, the "***Citizen Records***");

(i) all Hydrocarbons (or the proceeds from the sale of Hydrocarbons) (i) produced from or attributable to the Citizen Leases, Citizen Units, and Citizen Wells at and after the Effective Time, (ii) located in pipelines or in tanks above the pipeline sales connection attributable to the Citizen Leases, Citizen Units, and Citizen Wells at and after the Effective Time, or (iii) in storage or existing in stock tanks, pipelines and/or plants (including inventory) as of the Effective Time;

(j) all claims and causes of action to the extent attributable to the Company Assumed Obligations;

(k) to the extent that they may be assigned, all Permits that are primarily used in connection with the ownership or operation of the Citizen Assets;

(l) all Imbalances relating to the other Citizen Assets;

(m) to the extent transferable, all Seismic Contracts and Seismic Data and any related interpretive geophysical and geological data relating to the Citizen Oil and Gas Properties, but only to the extent such Seismic Contracts and Seismic Data may be assigned without payment of fees or other penalties to a Third Party;

(n) any refunds, claims for refunds or rights to receive refunds from any Governmental Body with respect to Taxes attributable to the Citizen Assets and periods of time from and after the Effective Time; and

(o) all radio equipment, SCADA and measurement technology, and other production related mobility devices (such as SCADA controllers), well communication devices, and any other information technology systems and licenses associated with the foregoing, in each case only to the extent such assets and licenses are (i) used or held for use solely in connection with the operation of the Citizen Oil and Gas Properties, and (ii) to the extent assignable (with consent, if applicable, but without the payment of any fee or the provision of any other consideration; provided Citizen shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Company) (the "***Citizen Production-Related IT Equipment***").

"***Citizen Assignment***" means an assignment to be executed and delivered by Citizen at the Closing in substantially the form of Exhibit C (Part II) attached hereto.

"***Citizen Casualty Loss***" has the meaning set forth in Section 4.7(c).

"***Citizen Closing Settlement Statement***" has the meaning set forth in Section 3.3(a)(iii).

"***Citizen Consideration Units***" has the meaning set forth in Section 3.1(b).

"***Citizen Cost Credited Asset Acquisition Costs***" means, in the case of any Citizen Cost Credited Lease and associated Citizen Additional Assets, the consideration payable in connection with the acquisition of such Citizen Cost Credited Lease and associated Citizen Additional Assets, together with any reasonable Third Party expenses, including reasonable attorneys' fees, lease bonuses, broker fees, abstract costs, title opinion costs, title curative costs, and other reasonable Third Party costs of due diligence incurred by Citizen in acquiring such Citizen Cost Credited Lease and associated Citizen Additional Assets, provided that the Citizen Cost Credited Asset Acquisition Costs for any Citizen Cost Credited Lease and associated Citizen Additional Assets shall never exceed $7,000 per Net Acre subject to such Citizen Cost Credited Lease, provided, further, that any Citizen Cost Credited Leases that are acquired pursuant to a permitted acreage trade or similar transaction shall be deemed to have a Citizen Cost Credited Asset Acquisition Cost of $7,000 per Raw Net Acre.

"***Citizen Cost Credited Lease***" has the meaning set forth in Section 4.3(e)(iv).

"***Citizen Contracts***" has the meaning set forth in the definition of "Citizen Assets".

"***Citizen Delta Value***" has the meaning set forth in Section 3.3(b)(vi)(C).

"***Citizen Defensible Title***" shall mean such title of Citizen Assets, as of the Effective Time and immediately prior to the expiration of the Review Period (but for purposes of the Citizen Assignment, it shall mean as of the Closing Date, and for purposes of the Citizen Assignment covering any Citizen Additional Assets as of the date that such Citizen Additional Assets are conveyed to the Company as permitted by this Agreement), subject to Citizen Permitted Encumbrances, that:

(a) for each Citizen Well, entitles Citizen to receive during the entirety of the productive life of each Citizen Well (as applicable) not less than the Net Revenue Interest for such Citizen Well as set forth in Exhibit A-2 (Part II) and Schedule 3.4B (Part II), except, in each case, (subject always to Section 10.2) for: (i) decreases in connection with those operations in which Citizen or its successors or assigns may from and after the Execution Date be a non-consenting co-owner, (ii) decreases resulting from the establishment or amendment from and after the Execution Date of pools or units to the extent such establishment or amendment is not restricted under Section 10.2, (iii) decreases required to allow other Working Interest owners to make up past underproduction or pipelines to make up past under deliveries, and (iv) as otherwise expressly set forth in Exhibit A-2 (Part II) and/or Schedule 3.4B (Part II), as applicable;

(b) for each Citizen Section, entitles Citizen, to receive not less than the Citizen Section Weighted Average NRI for such Citizen Section for each Target Formation as set forth in Schedule 3.4A (free and clear of any reversionary interest or back-in interest, for the entirety of the productive life of each applicable Citizen Section Lease with regard to the applicable Net

Revenue Interest for such Citizen Section Lease necessary for Citizen to retain not less than this Citizen Section Weighted Average NRI for such Citizen Section for each Target Formation as set forth in Schedule 3.4A), except, in each case, for (subject always to Section 10.2): (i) decreases in connection with those operations in which Citizen or its successors or assigns may from and after the Execution Date be a non-consenting party, (ii) decreases resulting from the establishment or amendment from and after the Execution Date of pools or units to the extent such establishment or amendment is not restricted under Section 10.2, (iii) decreases required to allow other Working Interests owners to make up past underproduction or pipelines to make us past underdeliveries, (iv) reversionary interests triggered by Citizen Lease expiration or termination occurring after Closing (and subject to the provisions of subpart (e) below, defaults occurring after Closing under the term of a Citizen Lease which results in a termination thereof, Pugh clauses that are triggered and implemented after Closing, continuous drilling clauses effective as of the expiration of a primary term or the drilling of a well which are triggered after Closing as a result of Company's failure to continue such drilling operations), and (v) as otherwise expressly set forth in Exhibit A-1 (Part II) and/or Schedule 3.4A;

(c) for each Citizen Section, entitles Citizen to not less than the Citizen Section Net Acres for each Target Formation in such Governmental Section as set forth on Schedule 3.4A (free and clear of any reversionary interest or back-in interest, for the entirety of the productive life of each applicable Citizen Section Lease with regard to the applicable Net Acres allocable to such Citizen Section Lease necessary for Citizen to retain not less than the Citizen Section Net Acres for such Citizen Section for each Target Formation as set forth in Schedule 3.4A), except for (subject always to Section 10.1): (i) decreases in connection with those operations in which Citizen or its successors or assigns may from and after the Execution Date be a non-consenting co-owner, (ii) decreases resulting from the establishment or amendment from and after the Execution Date of pools or units to the extent such establishment or amendment is not restricted under Section 10.2, (iii) reversionary interests triggered by Citizen Lease expiration or termination occurring after Closing (and subject to the provisions of subpart (e) below, defaults occurring after Closing under the term of a Citizen Lease which results in a termination thereof, Pugh clauses that are triggered and implemented after Closing, continuous drilling clauses effective as of the expiration of a primary term or the drilling of a well which are triggered after Closing as a result of Company's failure to continue such drilling operations), and (iv) as otherwise expressly set forth in Schedule 3.4A;

(d) obligates Citizen to bear during the entirety of the productive life of such Citizen Well not more than the Working Interest for such Citizen Well as set forth in Exhibit A-2 (Part II) and Schedule 3.4B (Part II), except (subject always to Section 10.2) for: (i) increases resulting from contribution requirements with respect to defaulting co-owners under applicable operating agreements, (ii) increases to the extent that they are accompanied by a proportionate increase in Citizen's Net Revenue Interest in such Citizen Well, (iii) increases resulting from the establishment or amendment from and after the Execution Date of pools or units to the extent such establishment or amendment is not restricted under Section 10.2, and (iv) as otherwise expressly set forth in Exhibit A-2 (Part II) and/or Schedule 3.4B (Part II);

(e) for each Citizen Lease, is either held by continuous production in paying quantities (as designated on Exhibit A-1 (Part II) by "HBP" or "hbp" (a "***Citizen HBP Lease***") or has a primary term expiration date (whether such primary term relates to the primary term under such Citizen Lease or, if applicable and the Citizen Lease is subject to a term assignment, the primary term provided in such term assignment pursuant to which Citizen or its predecessor-in-interest acquired such Citizen Lease and such primary term identified in such term assignment shall be deemed to be the primary term of such Citizen Lease for purposes of this provision unless the primary term in such Citizen Lease is earlier than the primary term provided in such term assignment, in which case the primary term will be the primary term provided in such Citizen Lease) that is not earlier than the primary term expiration date identified for such Citizen Lease on Exhibit A-1 (Part II), provided that if no primary term expiration date is provided for such Citizen Lease, such Citizen Lease will be deemed to be designated "HBP" on Exhibit A-1 (Part II) for all purposes hereof; and if the Citizen Lease is not a Citizen HBP Lease and the primary term expiration date thereof is a date that has expired prior to the Execution Date, then, for purposes hereof, such Citizen Lease shall be deemed to have terminated and Citizen shall be deemed to not have Citizen Defensible Title with regard thereto;

(f) For Citizen Additional Leases acquired by Citizen in accordance with the terms of this Agreement, such Citizen Additional Leases meets all of the geographic location, minimum remaining primary term, inclusion of Qualifying Depths of the Target Formation, and minimum Net Revenue Interests requirements described in the definition for "Citizen Additional Leases", and with regard to such Citizen Additional Leases that are designated as Citizen Substitute Leases or Citizen True-Up Leases, also entitles Citizen to not less than the Net Acres and Citizen Section Weighted Average NRIs for the applicable Governmental Sections and Target Formations set forth on Exhibit A-5-2 (Part I) and Exhibit A-5-2 (Part II), as amended and supplemented in accordance with the terms hereof and any Citizen Lease Designation Notice; and

(g) is free and clear of all Encumbrances.

"***Citizen Employees***" has the meaning set forth in Section 17.17(c).

"***Citizen Environmental Defect***" shall mean any Environmental Condition with respect to a Citizen Asset or Citizen Additional Asset that is not set forth in Schedule 8.14.

"***Citizen Environmental Defect Notice***" has the meaning set forth in Section 5.2(a).

"***Citizen Environmental Defect Property***" has the meaning set forth in Section 5.2(a).

"***Citizen Equipment***" has the meaning set forth in the definition of "Citizen Assets".

"***Citizen Excluded Assets***" means:

(d) all of Citizen's corporate minute books, financial and Tax records and other business records that relate to Citizen's and its Affiliates' businesses generally (including the ownership and operation of the Citizen Assets);

(e) all trade credits, all accounts, receivables and all other proceeds, income or revenues attributable to the Citizen Assets with respect to any period of time prior to the Effective Time;

(f) all claims and causes of action of Citizen arising under or with respect to any Citizen Contracts that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds);

(g) all rights and interests relating to the Citizen Assets (i) under any existing policy or agreement of insurance, (ii) under any bond or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property;

(h) all Hydrocarbons produced and sold from the Citizen Assets with respect to all periods prior to the Effective Time, other than Hydrocarbons in storage or existing in stock tanks, pipelines and/or plants (including inventory) as of the Effective Time;

(i) all claims of Citizen or its Affiliates for refunds of or loss carry forwards with respect to (i) Asset Taxes or any other Taxes paid by Citizen or its Affiliates attributable to any period prior to the Effective Time, (ii) income Taxes paid by Citizen or its Affiliates or (iii) any Taxes attributable to the Citizen Excluded Assets;

(j) all information technology assets, other than the Citizen Production-Related IT Equipment, including all desktop computers, laptop computers, servers, networking equipment and any associated peripherals and other computer hardware, or computer software and telephone equipment;

(k) all of Citizen's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property;

(l) all documents and instruments of Citizen that are reasonably believed to be protected by an attorney-client privilege (other than title opinions);

(m) all data that cannot be disclosed to Citizen or the Company as a result of confidentiality arrangements under agreements with Third Parties which cannot be waived after the exercise of commercially reasonable efforts, provided that Citizen shall have no obligation to pay any fee or provide any other consideration to obtain any such required consent;

(n) all audit rights arising under any of the (i) Citizen Contracts or otherwise with respect to any period prior to the Effective Time or (ii) Citizen Excluded Assets, except for any Imbalances;

(o) all geophysical and other seismic and related technical data and information relating to the Citizen Assets to the extent that such geophysical and other seismic and related technical data and information is not transferable without payment of a fee or other penalty to any Third Party under any Citizen Contract (unless Linn or the Company has separately agreed in writing to pay such fee or other penalty);

(p) documents prepared or received by Citizen or its Affiliates or their representatives with respect to (i) lists of prospective purchasers for the Citizen Assets, (ii) bids submitted by other prospective purchasers of the Citizen Assets, (iii) analyses by Citizen or its Affiliates of any bids submitted by any prospective purchaser, (iv) correspondence between or among Citizen, its representatives, and/or any prospective purchaser other than Linn, and (v) correspondence between Citizen and/or any of its respective representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated by this Agreement;

(q) any offices and office leases, office furniture or office supplies located in or on such offices excluded and/or office leases belonging to Citizen;

(r) all vehicles and rolling stock;

(s) any assets that are excluded pursuant to the provisions of Sections 4.6(b) and 4.6(e);

(t) any master service agreements, blanket agreements or similar Contracts to which Citizen is a party;

(u) any Hedge Contracts related to the Citizen Assets to which Citizen or any of its Affiliates is a party;

(v) any loan agreement, credit agreement, promissory note, or other similar instrument for borrowed money, and any mortgage, deed of trust, pledge, security agreement, guaranty or similar instrument securing such obligations;

(w) all overhead costs and expenses paid by Third Party non-operators to Citizen or any of its Affiliates pursuant to any applicable joint operating agreement regarding operations occurring prior to Closing;

(x) [RESERVED]

(y) [RESERVED]

(z) the assets set forth on Exhibit E (Part II);

(aa) any mineral fee interests and lessor royalty interests (and other rights and interests as a lessor) under oil, gas and mineral leases; and

(bb) the litigation matters identified on part I of Schedule 8.6, and all claims and causes of action of Citizen with respect thereto.

"***Citizen Gross Acquisition Cost***" has the meaning set forth in Section 4.3(e)(vi)(B).

"***Citizen Group***" means Citizen, its Affiliates, and each of its and their respective officers, directors, members, managers, employees, agents, advisors, other representatives and current and former direct and indirect owners, and the permitted successors and assigns of all of the foregoing persons.

"***Citizen Hard Consent***" has the meaning set forth in Section 4.6(e).

"***Citizen HBP Lease***" has the meaning set forth in the definition of "Citizen Defensible Title".

"***Citizen Indemnity Cap***" has the meaning set forth in Section 15.8(e)(ii).

"***Citizen Indemnity Deductible***" has the meaning set forth in Section 15.8(d)(ii).

"***Citizen Indemnity Liabilities***" means Liabilities, known or unknown, caused by, arising out of or resulting from: (a) the failure to pay, or the underpayment of, any Burdens owed with respect to production from the Citizen Leases or Citizen Wells prior to the Effective Time (other than with respect to the Citizen Suspense Funds, unless such Citizen Suspense Funds were unlawfully suspended; or (b) any Hazardous Substances related to or arising out of the ownership or operation of the Citizen Assets that, prior to the Closing Date, were transported and/or disposed of at off-site disposal facilities.

"***Citizen Lease Dedication Notice***" has the meaning set forth in Section 4.3(e)(ii).

"***Citizen Leases***" has the meaning set forth in the definition of "Citizen Assets".

"***Citizen Material Contracts***" has the meaning set forth in Section 8.13(a).

"***Citizen Oil and Gas Properties***" has the meaning set forth in the definition of "Citizen Assets".

"***Citizen Permitted Encumbrances***" means:

(d) all Burdens upon, measured by or payable out of production if the net cumulative effect of such Burdens (i) does not operate to reduce the Net Revenue Interest of Citizen with respect to Citizen Well to an amount less than the Net Revenue Interest for such Citizen Well as set forth in Schedule 3.4B (Part II), (ii) does not operate to reduce the Citizen Section Weighted Average NRI of Citizen with respect to the applicable Citizen Section and Target Formation to an amount less than the Citizen Section Weighted Average NRI for such Citizen Section and Target Formation as set forth in Schedule 3.4A, (iii) does not operate to reduce the Citizen Section Net Acres of Citizen in any Citizen Section and Target Formation to an amount less than the Citizen Section Net Acres for such Citizen Section and Target Formation as set forth in Schedule 3.4A, and (iii) does not obligate Citizen to bear a Working Interest in any Citizen Well (to the extent the same covers the Target Formation(s)) in any amount greater than the Working Interest for such Citizen Well as set forth in Schedule 3.4B (Part II), as the case may be (unless, in the case of a Citizen Well, the Net Revenue Interest for such Citizen Well is greater than the Net Revenue Interest for such Citizen Well as set forth in Schedule 3.4B (Part II) in the same proportion as any increase in such Working Interest);

(e) the terms and conditions of the Citizen Rights-of-Way included in the Citizen Assets to the extent they do not materially affect the development and operations of the Citizen Assets as the same are currently operated and being developed;

(f) preferential rights to purchase, consents to assignment and other similar restrictions to the extent same have been complied with both in connection with the prior sale, assignment or transfer of such Citizen Asset;

(g) liens for Taxes or assessments not yet due or delinquent or, if delinquent, which are being contested in good faith;

(h) Customary Post-Closing Consents and any required notices to, or filings with, Governmental Bodies in connection with the consummation of the transactions contemplated by this Agreement;

(i) conventional rights of reassignment upon final intention to abandon or release any of the Citizen Assets;

(j) such Citizen Title Defects as Linn may have waived (whether in writing or pursuant to Section 4.2(a));

(k) all applicable Citizen Permits and Laws and all rights reserved to or vested in any Governmental Body: (i) to control or regulate any Citizen Asset in any manner; (ii) by the terms of any right, power, franchise, grant, license or permit, or by any provision of Law, to terminate such right, power, franchise, grant, license or permit or to purchase, condemn, expropriate or recapture or to designate a purchaser of any of the Citizen Assets; (iii) to use such property in a manner which would not reasonably be expected to materially impair the use of such property for the purposes for which it is currently owned and operated; or (iv) to enforce any obligations or duties affecting the Citizen Assets to any Governmental Body with respect to any franchise, grant, license or permit;

(l) easements, conditions, covenants, restrictions, servitudes, permits, rights-of-way, surface leases and other rights in the Citizen Assets for the purpose of operations, facilities, pipelines, transmission lines, transportation lines, distribution lines and other like purposes, or for the joint or common use of rights-of-way, facilities and equipment, to the extent, individually or in the aggregate, such rights would not reasonably be expected to materially impair the operation, development, value or use of any of the Citizen Assets as currently operated and used;

(m) vendors, carriers, warehousemen's, repairmen's, mechanics', workmen's, materialmen's, construction or other like Encumbrances arising by operation of Law in the ordinary course of business or incident to the construction or improvement of any property in respect of obligations which are not yet due or delinquent or, if delinquent, which are being contested in good faith;

(n) any calls on production under existing Citizen Contracts, insofar as they provide for the payment of the then current applicable index-based market price for such production, and only insofar as they are described on Schedule 8.20;

(o) Liens created under Citizen Leases, Citizen Units or Citizen Rights-of-Way included in the Citizen Assets and/or operating agreements or production sales contracts or by operation of Law in respect of obligations that are not yet due or delinquent or, if delinquent, which (i) are being contested in good faith and (ii) have been disclosed to Linn in the schedules attached to this Agreement;

(p) any Encumbrance affecting the Citizen Assets that is discharged by Citizen at or prior to Closing;

(q) any matters referenced in Exhibit A-1 (Part II), Exhibit A-2 (Part II), Schedule 3.4A or Schedule 3.4B (Part II);

(r) failure of Citizen Leases to contain pooling provisions, unless a Citizen Well has been drilled thereon (and the unit for the same includes any pooled acreage), or a pooled unit has been formed for a Citizen Well which includes a portion of such Citizen Leases, and in either case, the consent of the lessor to permit pooling has not been obtained;

(s) the litigation, suits and proceedings for all items of Part II of Schedule 8.6;

(t) any liens, obligations, defects, irregularities or other Encumbrances affecting the Citizen Assets that would be customarily waived or accepted by an reasonable and prudent title examiner experienced in the review of title to oil and gas properties in Oklahoma;

(u) the terms and conditions of the Citizen Material Contracts if the net cumulative effect of such Citizen Material Contracts (i) does not operate to reduce the Net Revenue Interest of Citizen with respect to Citizen Well to an amount less than the Net Revenue Interest for such Citizen Well as set forth in Schedule 3.4B (Part II), (ii) does not operate to reduce the Citizen Section Weighted Average NRI of Citizen with respect to the applicable Citizen Section and Target Formation to an amount less than the Citizen Section Weighted Average NRI for such Citizen Section and Target Formation as set forth in Schedule 3.4A, (iii) does not operate to reduce the Citizen Section Net Acres of Citizen in any Citizen Section and Target Formation to an amount less than the Citizen Section Net Acres for such Citizen Section and Target Formation as set forth in Schedule 3.4A, and (iv) does not obligate Citizen to bear a Working Interest in any Citizen Well (to the extent the same covers the Target Formation(s)) in any amount greater than the Working Interest for such Citizen Well as set forth in Schedule 3.4B (Part II), as the case may be (unless, in the case of a Citizen Well, the Net Revenue Interest for such Citizen Well is greater than the Net Revenue Interest for such Citizen Well as set forth in Schedule 3.4B (Part II) in the same proportion as any increase in such Working Interest); (v) does not operate to cause the primary term expiration date for a Citizen Lease to be earlier than the primary term expiration date identified for such Citizen Lease on Exhibit A-1 (Part II); (vi) does not grant or impose a lien or other Encumbrance (other than a Citizen Permitted Encumbrance) on any Citizen Assets, (vii) does not provide for any disproportionate sharing of costs, revenues or share of production (other than to the extent relating to default provisions or un-triggered non-consent elections or triggered non-consent elections for which the adjusted interests are identified on Schedule 3.4B (Part II)), and (viii) does not contain or provide for any alternating operatorship or alternating designation of operator; and

(v) the terms and conditions of this Agreement.

"***Citizen Preferential Purchase Right***" has the meaning set forth in Section 8.12.

"***Citizen Production-Related IT Equipment***" has the meaning set forth in the definition of "Citizen Assets".

"***Citizen Records***" has the meaning set forth in the definition of "Citizen Assets".

"***Citizen Retained Liabilities***" means Liabilities, known or unknown, caused by, arising out of or resulting from: (a) Citizen's expenses related to the transactions contemplated by this Agreement; (b) any and all Citizen Taxes; (c) the matters set forth on Part I of Schedule 8.6,; (d) the employment relationship between Citizen or any of its Affiliates and any of Citizen's or any of Citizen's Affiliates' present or former employees or the termination of any such employment relationship; (e) any Citizen Excluded Assets; (f) personal injury or death relating to the use, ownership or operation of the Linn Assets prior to the Closing; (g) any acts or omissions that arise to gross negligence or willful misconduct of any member of the Citizen Group related to or arising out of the ownership or operation of the Citizen Assets; (h) any fines or penalties imposed or assessed by a Governmental Body related to or arising out of the ownership or operation of the Citizen Assets prior to the Closing Date, and (i) Citizen's obligations or Liabilities owed to an Affiliate of Citizen.

"***Citizen Rights-of-Way***" has the meaning set forth in the definition of "Citizen Assets".

"***Citizen Section***" means each Governmental Section set forth on Schedule 3.4A.

"Citizen Section Leases" means, with respect to a Governmental Section, those (or that portion of those) Citizen Leases covering lands that are located within the boundaries of such Governmental Section, but only to the extent such Citizen Leases (a) are included within the boundaries such Governmental Section, and (b) includes Qualifying Depths for at least one of the Target Formations.

"***Citizen Section Net Acres***" means, with regard to a Governmental Section, the aggregate Net Acres attributable to the Citizen Section Leases for such Governmental Section, such calculation being made separately as to each Target Formation. Notwithstanding the above, to the extent the term Citizen Section Net Acres is used in connection with a Citizen Additional Lease, this term shall mean the Net Acres for the relevant Citizen Additional Lease only, instead of the Citizen Section Leases.

"***Citizen Section Weighted Average NRI***" means, as to a Governmental Section, and calculated separately as to each Target Formation: (i) first, take Citizen's Net Revenue Interest in and to each Citizen Section Lease for such Governmental Section, and then *multiply the same by* the Citizen Section Net Acres covered by such Citizen Section Lease for such Target Formation (again, limited solely to those Net Acres thereof that are both included within the applicable Governmental Section, and which includes Qualifying Depths of the Target Formation for such Target Formation), and not counting any Net Acres covered by such Citizen Section Lease that are located outside the boundaries of such Governmental Section, nor counting any Net Acres covering depths outside of a Target Formation for which Citizen's Leases includes Qualifying Depths of the Target Formation; and (ii) then, the calculated product obtained for each Citizen Section Lease under subpart (i) above shall then be added together, and the sum thereof shall then be divided by the sum of the Citizen Section Net Acres covered by ALL of the Citizen

Section Leases included within such Governmental Section, solely to the extent such Net Acres are included within the boundaries of such Governmental Section and include Qualifying Depths of the Target Formation for such Target Formation (the result of the calculation in this subpart (ii) shall be referred to as the "***Citizen Section Weighted Average NRI***" for such Governmental Section and Target Formation), and such calculation shall be made with regard to each Target Formation for the applicable Governmental Section. Notwithstanding the above, to the extent the term Citizen Section Weighted Average NRI is used in connection with a Citizen Additional Lease, this term shall mean the Net Revenue Interest for the relevant Citizen Additional Lease only, instead of the Citizen Section Leases.

"***Citizen Substitute Leases***" has the meaning set forth in Section 4.3(e)(ii).

"***Citizen Suspense Funds***" means funds held in suspense (including funds held in suspense for unleased interests and penalties and interest) that are attributable to the Citizen Assets or Citizen Additional Assets or any interests pooled, unitized or communitized therewith.

"***Citizen Taxes***" means any Liability of Citizen, or otherwise imposed on the Citizen Assets or Citizen Additional Assets, in respect of any Tax, including without limitation any Liability of Citizen for the Taxes of any other Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise, but excluding any Asset Taxes to the extent specifically allocated to the Company pursuant to Section 16.1.

"***Citizen Title Benefit***" means with respect to the Target Formation(s) for the Citizen Section Leases, Citizen Section Net Acres or Citizen Wells, any right, circumstance or condition existing as of the Effective Time and also immediately prior to the end of the Review Period that operates to (a) increase the Citizen Section Weighted Average NRI of Citizen with respect to a Citizen Section and Target Formation or the Net Revenue Interest of Citizen with respect to a Citizen Well above that shown for such Citizen Section or Citizen Well in Schedule 3.4A or Schedule 3.4B (Part II), as applicable, to the extent the same does not, with respect to Citizen's interest in any Citizen Well, cause an equal or greater than proportionate increase in Citizen's Working Interest with respect to the Target Formation(s) in such Citizen Well above that shown in Schedule 3.4B (Part II), as applicable, or (b) increase the Citizen Section Net Acres with respect to a Section and the Target Formation(s) in any Citizen Section and Target Formation above the Citizen Section Net Acres for such Citizen Section and Target Formation as shown in Schedule 3.4A.

"***Citizen Title Benefit Amount***" means, with respect to a Citizen Title Benefit:

(d) if the Transacting Parties agree on the Citizen Title Benefit Amount, then that amount shall be the Title Benefit Amount;

(e) if the Citizen Title Benefit represents a discrepancy between either or both:

(i) (1) Citizen's actual Net Acres for any Target Formation in any Citizen Section, and (2) the Citizen Section Net Acres for such Target Formation in such Citizen Section as set forth in Schedule 3.4A, or

(ii) (1) Citizen's actual Citizen Section Weighted Average NRI in any Target Formation in any Citizen Section and (2) the Citizen Section Weighted Average NRI for such Target Formation in such Citizen Section as set forth in Schedule 3.4A,

then the Citizen Title Benefit Amount for such Target Formation in such Governmental Section shall be the greater of zero and the amount obtained by subtracting the Allocated Value for such Target Formation in such Governmental Section from the Citizen Actual Section Value for such Target Formation in such Governmental Section.

(c) if (i) the Citizen Title Benefit represents a discrepancy between (1) Citizen's actual Net Revenue Interest for any Citizen Well, and (2) Citizen's Net Revenue Interest for such Citizen Well as set forth in Schedule 3.4B (Part II), and (ii) Citizen's Working Interest in such Citizen Well is increased by less than the same proportion as such Net Revenue Interest increase, then the Citizen Title Benefit Amount shall be the product of (1) the Allocated Value of the affected Citizen Well multiplied by (2) a fraction, the numerator of which is the Net Revenue Interest increase in such Citizen Well, and the denominator of which is the Net Revenue Interest for such Citizen Well as set forth in Schedule 3.4B (Part II);

(d) if the Citizen Title Benefit is of a type not described above, then the Citizen Title Benefit Amounts shall be determined by taking into account the Allocated Value of the Citizen Asset affected by such Citizen Title Benefit, the portion of such Citizen Asset affected by such Citizen Title Benefit, the legal effect of the Citizen Title Benefit, the potential economic effect of the Citizen Title Benefit over the life of such Asset, the values placed upon the Title Benefit by the Transacting Parties and such other reasonable factors as are necessary to make a proper evaluation.

"***Citizen Title Benefit Notice***" has the meaning set forth in Section 4.3(b).

"***Citizen Title Defect***" shall mean any Encumbrance, defect or other condition or matter that causes Citizen not to have Citizen Defensible Title; provided that the following shall not be considered Citizen Title Defects:

(d) defects arising out of lack of corporate or other entity authorization, unless Linn provides conclusive evidence that such corporate or other entity action was not authorized and has resulted in another Person's superior claim of title to the relevant Citizen Asset;

(e) defects arising from any prior oil and gas lease relating to the lands covered by the Citizen Leases or Citizen Units not being surrendered of record, unless Linn provides reasonable evidence that such prior oil and gas lease is still in effect and has resulted in another Person's actual and superior claim of title to the relevant Citizen Lease or Citizen Well;

(f) defects that affect only which Person has the right to receive royalty payments (rather than the amount of the proper payment of such royalty payment) and that do not affect the validity of or title to the underlying Citizen Lease;

(g) defects based solely on: (i) lack of information in Citizen's files; (ii) references to an unrecorded document to which neither Citizen nor any Affiliate of Citizen is a party and which document is dated earlier than January 1, 1960; or (iii) any Tax assessment, Tax payment or similar records or the absence of such activities or records;

(h) any Encumbrance or loss of title resulting from Citizen's conduct of business in compliance with this Agreement;

(i) defects as a consequence of cessation of production, insufficient production or failure to conduct operations during any period after the completion of a well capable of production in paying quantities on any of the Citizen Leases held by production, or lands pooled or unitized therewith, except to the extent the cessation of production is shown to exist for a period that, under the terms of the Lease, would (or would reasonably be believed to) result in the termination or expiration of the underlying Citizen Lease, which documentation shall be provided by Linn to Citizen in support thereof;

(j) liens arising from any Encumbrance created by a mineral owner which has not been subordinated to the applicable lessee's interest, solely to the extent that the Citizen Lease in question does not have a Citizen Well on it, and no portion thereof has been included in a Citizen Unit;

(k) all defects or irregularities that have been adjudicated to be cured or remedied by applicable statutes of limitation or statutes of prescription;

(l) all defects or irregularities resulting from the failure to record releases of liens, production payments or mortgages that have expired on their own terms or the enforcement of which are barred by applicable statute of limitations;

(m) all defects in the chain of title consisting of the failure to recite marital status in a document or omissions of successions of heirship or estate proceedings, unless Linn provides conclusive evidence that such failure results in another Person's superior claim of title to the relevant Citizen Asset;

(n) all defects arising from any change in Laws following the Execution Date;

(o) any Encumbrance or loss of title affecting ownership interests in formations other than the Target Formation(s) for the relevant Citizen Asset (excluding any circumstances or conditions that have resulted in title or rights relative to ownership interests in the Citizen Assets (but expressly excluding the Citizen Excluded Assets) related to formations other than Target Formations being held by an Citizen Affiliate other than Citizen itself);

(p) defects arising from failure to comply with any maintenance of uniform interest provision in any Citizen Lease or Citizen Contract; and

(q) any Title Defect affecting a Citizen Well for which the Title Defect Amount does not exceed $25,000; provided, however, that the Title Defect Amount shall be deemed to meet such $25,000 threshold in any of the following cases: (1) if any Citizen Well is affected by more than one Citizen Title Defect, and the aggregate sum of the Title Defect Amounts for all Citizen Title Defects affecting such Citizen Well exceeds such $25,000 threshold, or (2) in the case of a failure to hold Citizen Defensible Title to multiple Citizen Wells due to the same specific set of facts, and aggregate sum of the Title Defect Amounts for such Citizen Title Defects affecting multiple Citizen Wells exceeds such $25,000 threshold.

"***Citizen Title Defect Amount***" means, with respect to a Citizen Title Defect:

(a) if the Transacting Parties agree on the Citizen Title Defect Amount, then that amount shall be the Citizen Title Defect Amount;

(b) if the Citizen Title Defect is an Encumbrance that is undisputed and liquidated in amount, then the Citizen Title Defect Amount shall be the amount necessary to be paid to remove the Citizen Title Defect from the Citizen Title Defect Property;

(c) if the Citizen Title Defect represents a discrepancy between either or both:

(i) (1) Citizen's actual Net Acres for any Target Formation in any Citizen Section, and (2) the Citizen Section Net Acres for such Target Formation in such Citizen Section as set forth in Schedule 3.4A, or

(ii) (1) Citizen's actual Citizen Section Weighted Average NRI in any Target Formation in any Citizen Section and (2) the Citizen Section Weighted Average NRI for such Target Formation in such Citizen Section as set forth in Schedule 3.4A,

and in each case, there is no intermediate reversionary interest prior to the end of the productive life of any relevant Citizen Section Lease, then the Citizen Title Defect Amount for such Target Formation in such Governmental Section shall be the greater of zero and the amount obtained by subtracting the Citizen Actual Section Value for such Target Formation in such Governmental Section from the Allocated Value for such Target Formation in such Governmental Section.

(d) if (i) the Citizen Title Defect represents a discrepancy between (A) Citizen's actual NRI in any Citizen Well and (B) Citizen's Net Revenue Interest for such Citizen Well as set forth in Schedule 3.4B (Part II) and (ii) Citizen's Working Interest in such Citizen Well is decreased in the same proportion as such Net Revenue Interest decrease, then the Citizen Title Defect Amount shall be the product of (A) the Allocated Value of such Citizen Well multiplied by (B) a fraction, the numerator of which is the Net Revenue Interest decrease in such Citizen Well, and the denominator of which is the Net Revenue Interest for such Citizen Well as set forth in Schedule 3.4B (Part II);

(e) if the Citizen Title Defect results from failure of a Citizen Section Lease to possess Qualifying Depths for any Majority Target Formation in any Governmental Section and Citizen possesses less than or equal to 10% of applicable Target Formation for such Qualifying Depths in such Majority Target Formation in such Governmental Section, then the Citizen Title Defect Amount shall be calculated by first reducing the number of Net Acres allocable to such Citizen Section Lease to zero (0), and then calculating the associated Citizen Title Defect Amount as provided in clause (c) above;

(f) if the Citizen Title Defect results from failure of a Citizen Section Lease to possess Qualifying Depths as described in subpart (a) of that definition, then the Citizen Title Defect Amount shall be calculated by first reducing the number of Net Acres allocable to such Citizen Section Lease to zero (0), and then calculating the associated Citizen Title Defect Amount as provided in clause (c) above;

(g) if the Citizen Title Defect results from failure of a Citizen Section Lease to possess Qualifying Depths for any Majority Target Formation in any Governmental Section and Citizen possesses more than 10% of such applicable Target Formation for such Qualifying Depths, then the Citizen Title Defect Amount shall be calculated by first reducing the number of Citizen Section Net Acres allocable to such Citizen Section Lease by the product of (i) the number of Net Acres that would have been allocable to Citizen Section Lease if it possessed the Qualifying Depths and (ii) the amount obtained by subtracting (A) (1.0—(the product of (I) 2.5 and (II) the difference obtained by subtracting the percentage of the applicable Target Formation for such Qualifying Depths actually possessed by Citizen with regard to such Citizen Section Lease in such Majority Target Formation in such Governmental Section from 50.0%) from (B) 1.0, and then calculating the associated Citizen Title Defect Amount as provided in clause (c) above;

(h) if the Citizen Title Defect represents an obligation, Encumbrance upon or other defect in title to the Citizen Title Defect Property of a type not described above, then the Citizen Title Defect Amount shall be determined by taking into account the Allocated Value of the Citizen Title Defect Property, the portion of the Citizen Title Defect Property affected by the Citizen Title Defect, the legal effect of the Citizen Title Defect, the potential economic effect of the Citizen Title Defect, the values placed upon the Citizen Title Defect by each Transacting Party and such other reasonable factors as are necessary to make a proper evaluation;

(i) the Citizen Title Defect Amount with respect to a Citizen Title Defect Property shall be determined without duplication of any costs or losses included in another Citizen Title Defect Amount hereunder;

(j) if a Citizen Title Defect does not affect a Citizen Title Defect Property throughout the entire remaining productive life of such Citizen Title Defect Property or across all Target Formations for such Citizen Title Defect Property, such fact shall be taken into account in determining the Citizen Title Defect Amount; and

(k) notwithstanding anything to the contrary in this Agreement, the aggregate Citizen Title Defect Amounts attributable to the effects of all Citizen Title Defects upon any single Citizen Title Defect Property shall not exceed the Allocated Value of such Citizen Title Defect Property.

"***Citizen Title Defect Notice***" has the meaning set forth in Section 4.3(a).

"***Citizen Title Defect Property***" has the meaning set forth in Section 4.3(a).

Citizen True-Up Leases" has the meaning set forth in Section 3.3(b)(vi)(C).

"***Citizen Units***" has the meaning set forth in the definition of "Citizen Assets".

"***Citizen Wells***" has the meaning set forth in the definition of "Citizen Assets".

"***Claim Notice***" has the meaning set forth in Section 15.7(b).

"***Claimant***" has the meaning set forth in Section 17.3(c)(ii).

"***Closing***" has the meaning set forth in Section 13.1.

"***Closing Citizen Consideration Units***" has the meaning set forth in Section 3.3(b)(i).

"***Closing Date***" has the meaning set forth in Section 13.1.

"***Closing Linn Consideration Units***" has the meaning set forth in Section 3.2(b)(i).

"***Code***" means the United States Internal Revenue Code of 1986, as amended.

"***Company***" has the meaning set forth in the Preamble.

"***Company Assumed Obligations***" has the meaning set forth in Section 15.6.

"Company Break-Up" means Breakup, as defined in the LLC Agreement.

"***Company Certificate***" means a Certificate of Formation substantially in the form of Exhibit D attached hereto.

"***Company Group***" means the Company, its current subsidiaries and each of their respective officers, directors, members, managers, employees, agents, advisors, other representatives and current and former direct and indirect owners, and the permitted successors and assigns of all of the foregoing persons.

"***Confidentiality Agreement***" means that certain non-disclosure letter agreement between Linn Energy, Inc. and Citizen dated March 29, 2017.

"***Contract***" means any written or oral contract or agreement or other legally binding arrangement, but in each case specifically excluding, however, any Linn Lease, Citizen Lease, Linn Right-of-Way, Citizen Right-of-Way, Linn Permit, Citizen Permit. For the avoidance of doubt, term assignments of Linn Leases or Citizen Leases shall be considered Contracts hereunder, provided that the Linn Leases and Citizen Leases subject to such term assignments shall not be Contracts for any purpose hereunder, and any Linn Leases or Citizen Leases covered by a term assignment would be subject to the provisions of **Article 4**, and the possibility of Linn Title Defects or Citizen Title Defects applicable thereto, and if the terms and provisions of a term assignment adversely impact the ability of Linn or Citizen to deliver Linn Defensible Title or Citizen Defensible Title to the Linn Leases or Citizen Leases covered thereby, then this also would be subject to the provisions of **Article 4**, and the possibility of Linn Title Defects or Citizen Title Defects applicable thereto.

"***Contributing Party***" means, in the case of the Linn Assets and Linn Additional Assets, Linn, and in the case of the Citizen Assets and the Citizen Additional Assets, Citizen.

"***Control***" and its derivatives mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"***COPAS***" means the Council of Petroleum Accountants Societies.

"***Customary Post-Closing Consents***" shall mean the consents and approvals from Governmental Bodies for the assignment of the Assets to the Company that are customarily obtained after such assignment of properties similar to the Assets. It is acknowledged and agreed that any consents or approvals required to assign Native American oil and gas leases, rights-of-way, or other interests granted by or on behalf of any Native American tribes, regardless of whether the administration of such leases and interests is handled by the applicable tribe, itself, the Bureau of Indian Affairs, or other authority, shall be considered Customary Post-Closing Consents.

"***Decreased Citizen Amount***" has the meaning set forth in Section 3.3(b)(vi)(B).

"***Decreased Linn Amount***" has the meaning set forth in Section 3.2(b)(vi)(B).

"***Dispute***" has the meaning set forth in Section 17.3(a).

"***Dispute Auditor***" has the meaning set forth in Section 3.2(b)(iv).

"***Effective Time***" means 12:01 a.m. Central Prevailing Time on April 1, 2017.

"***Encumbrance***" shall mean any lien, deed of trust, mortgage, security interest, pledge, charge, defect, encumbrance, any financing lease having substantially the same economic effect as any of the foregoing, any assignment of the right to receive income, or any other type of preferential arrangement.

"***Environmental Arbitrator***" has the meaning set forth in Section 5.3.

"***Environmental Condition***" means (a) a condition with respect to the air, soil, subsurface, surface waters, ground waters and/or sediments that causes Linn or Citizen with respect to any Linn Asset, Linn Additional Asset, Citizen Asset or Citizen Additional Asset, as applicable, not to be in compliance with any Environmental Law, or (b) the existence, with respect to the Linn Assets, Linn Additional Assets, Citizen Assets or Citizen Additional Assets, as applicable, or the operation thereof, of any environmental pollution, contamination or degradation where Remediation by Linn or Citizen, as applicable, is presently required (or, if known, would be presently required) under Environmental Laws. For the avoidance of doubt, (A) the fact that a Linn Well or Citizen Well, as applicable, is no longer capable of producing sufficient quantities of oil or gas to continue to be classified as a "producing well" or that such a Linn Well or Citizen Well, as applicable, should be temporarily abandoned or permanently plugged and abandoned shall not, in each case, form the basis of an Environmental Condition, (B) the fact that a pipe is temporarily not in use shall not form the basis of an Environmental Condition unless such fact requires Remediation other than removal or reuse of the pipe, and (C) except with respect to equipment (1) that causes or has caused any environmental pollution, contamination or degradation where Remediation is presently required (or, if known, would be

presently required) under Environmental Laws or (2) the use or condition of which is a violation of Environmental Law, the physical condition of any surface or subsurface production equipment, including water or oil tanks, separators or other ancillary equipment, shall not form the basis of an Environmental Condition.

"***Environmental Cure Period***" has the meaning set forth in Section 5.1(b)(i).

"***Environmental Dispute***" has the meaning set forth in Section 5.3.

"***Environmental Laws***" means, as the same have been amended to the date hereof, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; state and local analogs to the aforementioned statutes; and all other Laws as of the date hereof of any Governmental Body having jurisdiction over the property in question addressing pollution or protection of the environment (including natural resources) and all regulations implementing the foregoing that are applicable to the operation and maintenance of the Assets.

"***Execution Date***" has the meaning set forth in Preamble of this Agreement.

"***Final Allocation Schedule***" has the meaning set forth in Section 3.4(b).

"***Final Citizen Adjustment Amount***" has the meaning set forth in Section 3.3(b).

"***Final Citizen Adjustment Determination Date***" has the meaning set forth in Section 3.3(b)(v).

"***Final Linn Adjustment Amount***" has the meaning set forth in Section 3.2(b).

"***Final Linn Adjustment Determination Date***" has the meaning set forth in Section 3.2(b)(v).

"***Fraud***" means (and must include all of) the following: (1) a false statement of a material fact, (2) with the actual and present knowledge on the part of the Person making the statement that the statement is untrue, (3) actual and deliberate intent on the part of the Person making such statement to deceive the Person that is claiming fraud (4) justifiable reliance on the statement by the Person to whom such statement is made, and (5) injury to the Person to whom such statement is made as a direct result of such false statement.

"***Fundamental Representations***" has the meaning set forth in Section 15.8(a)(i).

"***GAAP***" means generally accepted accounting principles, consistently applied.

"***Governmental Body***" means any Federal, State, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

"***Governmental Section***" shall mean the sections of land established by the Public Land Survey System of the United States as customarily referenced by Section, Township, and Range and consisting of 640 acres, more or less.

"***Group***" means, in the case of Linn, the Linn Group, and in the case of Citizen, the Citizen Group, and in the case of the Company, the Company Group.

"***Hazardous Substances***" means any pollutants, contaminants, toxic or hazardous substances, materials, wastes, constituents, compounds or chemicals that are regulated by, or may form the basis of liability under any Environmental Laws, including asbestos-containing materials.

"***Hedge Contract***" shall mean any swap, forward, future or derivatives transaction or option or other similar hedge Contract.

"***Hydrocarbons***" means oil, gas, condensate and other gaseous and liquid hydrocarbons or any combination thereof.

"***Imbalances***" means all Well Imbalances and Pipeline Imbalances.

"***Income Tax***" shall mean any income, franchise and similar Taxes.

"***Increased Citizen Amount***" has the meaning set forth in Section 3.3(b)(vi)(A).

"***Increased Linn Amount***" has the meaning set forth in Section 3.2(b)(vi)(A).

"***Indemnified Person***" has the meaning set forth in Section 15.7(a).

"***Indemnifying Person***" has the meaning set forth in Section 15.7(a).

"***Individual Environmental Threshold***" has the meaning set forth in Section 5.1(c)(iii).

"***Individual Indemnity Threshold***" has the meaning set forth in Section 15.8(d)(i).

"***Initial Citizen Agreed Value***" has the meaning set forth in Section 3.1(b).

"***Initial Linn Agreed Value***" has the meaning set forth in Section 3.1(a).

"***Interim Period***" means the period beginning upon the Execution Date and ending upon the Closing.

"***JVL***" has the meaning set forth in the definition of "Affiliate".

"***Knowledge***" means all information actually known to, in the case of Linn, Mark Ellis, David B. Rottino, Arden L. Walker, Jr., Don Davis, Justin Vick, or Thomas Emmons, and in the case of Citizen, Robbie Woodard, James Woods, Greg Augsburger and Mike Hofstrom, in each case without any duty of investigation or inquiry.

"***Law***" means any constitution, decree, resolution, law, statute, act, ordinance, rule, directive, order, treaty, code or regulation and any injunction or final non-appealable judgment or any interpretation of the foregoing, as enacted, issued or promulgated by any Governmental Body.

"***Lease***" means a Linn Lease or Citizen Lease, as applicable.

"***LEH***" has the meaning set forth in the Preamble.

"***Liabilities***" means any and all claims, payments, charges, judgments, assessments, liabilities, losses, damages, penalties, fines or costs and expenses, including any reasonable fees of attorneys, experts, consultants, accountants, and other professional representatives and legal or other expenses incurred in connection therewith and including liabilities, costs, losses and damages for personal injury, illness or death, property damage, Contract claims, torts or otherwise.

"***Linn***" has the meaning set forth in the Preamble.

"***Linn Actual Section Value***" means, in the case of any Target Formation in any Governmental Section, the product of (a) the actual aggregate Linn Section Net Acres subject to the Linn Section Leases in such Target Formation in such Governmental Section, and (b) the sum of (i) the Zone Price for such Target Formation in such Governmental Section and (ii) the product of (A) the Zone NRI Value for such Target Formation in such Governmental Section, (B) the amount (whether positive, negative or zero) obtained by subtracting the Zone Average NRI for such Target Formation in such Governmental Section from the actual Linn Section Weighted Average NRI associated with the Linn Section Leases in such Target Formation in such Governmental Section; and (C) 100.

"***Linn Additional Assets***" means the Linn Additional Leases and any other items acquired by Linn with the Linn Additional Leases that would constitute "Linn Assets" to the extent the Linn Additional Leases were Linn Leases.

"***Linn Additional Leases***" means all oil and gas leases, oil, gas and mineral leases, subleases and other leaseholds, mineral interests, mineral fee interests, royalty interests, overriding royalty interests, net profit interests, payments out of production, carried interests, reversionary rights, contractual rights to production or other interests in Hydrocarbons acquired by Linn either (i) after April 1, 2017 and prior to Closing, (ii) after April 1, 2017 and prior to the expiration of thirty (30) days after Closing as long as Linn has entered into a definitive agreement to acquire such interest prior to the Closing (for which written notice of such definitive agreement and a list of the oil and gas leases covered thereby has been provided to Citizen prior to Closing), (iii) prior to April 1, 2017 (and are still owned by Linn as of the Execution Date) but which are not listed on Exhibit A-1 (Part I) and are listed on Exhibit A-5

(Part I), or (iv) that are acquired by Linn after Closing and prior to the expiration of the Title Cure Period, insofar and only insofar as such acquisitions under this subpart (iv) are made via acreage trades, pursuant to which Linn has traded acreage that is outside of the areas identified in Exhibit H for such interests) and with regard to all acquisitions described in subparts (i)-(iv) above, insofar and only insofar that such acquired interests: (a) are within the areas identified in Exhibit H, (b) with respect to each oil and gas lease and oil, gas and mineral lease, subleases and other leaseholds, to the extent the same is not held beyond its primary term by production, the same has a remaining primary term that expires no less than two (2) years after the Effective Time, (c) includes Qualifying Depths of one or more of the applicable Section Target Formations, and (d) entitles Linn (and following the assignment of such Linn Additional Lease, the Company) to receive not less than a 75% Net Revenue Interest therein with respect to the applicable Target Formation(s). Notwithstanding anything to the contrary herein, any Hydrocarbon interest identified on Exhibit A-1 (Part I) as a Linn Lease shall not be a Linn Additional Lease for any purpose hereunder.

"***Linn Adjustment Notice***" has the meaning set forth in Section 3.2(b)(ii).

"***Linn Aggregate Deductible***" has the meaning set forth in Section 4.2(d)(iii).

"***Linn Assets***" means all of Linn's right, title and interest in and to the following, less and except the Linn Excluded Assets:

(d) all oil and gas leases, oil, gas and mineral leases, subleases and other leaseholds,, overriding royalty interests, net profit interests, payments out of production, carried interests, reversionary rights, contractual rights to production or other interests in Hydrocarbons, in each case, described in Exhibit A-1 (Part I), together with any and all other right, title and interest of Linn in and to the leasehold estates or other rights and interests created by any of the foregoing, subject to the terms, conditions, covenants and obligations set forth in such interests and/or Exhibit A-1 (Part I) (all such interests, the "***Linn Leases***");

(e) all oil and gas wells, water wells, carbon dioxide wells, salt water disposal wells, injection wells, observation wells, and other wells and wellbores located on or allocable to the Linn Leases and Linn Units, including those described on Exhibit A-2 (Part I), whether producing, shut in, or abandoned (all such interests, the "***Linn Wells***");

(f) all rights and interests in, under or derived from all unitization, communitization, and pooling agreements or compulsory pooling orders in effect with respect to any of the Linn Leases, or Linn Wells and the units created thereby (all such interests, the "***Linn Units***");

(g) to the extent transferable after the exercise of commercially reasonable efforts (which shall not require the payment of a fee or the provision of any other consideration), all Contracts (i) to which Linn is a party (or is a successor or assign of a party), (ii) that pertain primarily to any of the Linn Assets and (iii) that will be binding on the Company after Closing, but exclusive of any master service agreements, blanket agreements or similar Contracts (all such contracts, "***Linn Contracts***");

(h) all Rights-of-Way to the extent used in connection with the ownership or operation of any of the Linn Leases, Linn Wells, Linn Units or other Linn Assets, including the Rights-of-Way set forth in Exhibit A-3 (Part I) (all such interests, collectively, the "***Linn Rights-of-Way***");

(i) all flowlines, pipelines and appurtenances thereto that are located on the Linn Leases or Linn Units or used, or held for use, in connection with the operation of the Linn Wells, but excluding all Linn Excluded Midstream Assets (all such interests (subject to such exclusions) together with the Linn Leases, Linn Units, and Linn Wells, collectively, the "***Linn Oil and Gas Properties***");

(j) all personal property, equipment, machinery, tools, compressors, meters, tanks, pumps, platforms, pulling machines, boilers, buildings, pipe yards, salt water disposal facilities, utility lines, computer and automation equipment, telecommunications equipment, field radio telemetry, and associated frequencies and licenses, pressure transmitters, central processing equipment, fixtures, improvements, facilities and other tangible personal property located on the Linn Oil and Gas Properties, including such equipment described on Exhibit A-4 (Part I) (all such interests, the "***Linn Equipment***");

(k) all of the files, records, information and data, whether written or electronically stored, primarily relating to the Linn Assets and in the possession of Linn or its Affiliates, including: (i) land and title records (including abstracts of title, title opinions and title curative documents); (ii) Linn Contract files; (iii) correspondence; (iv) operations, environmental (including environmental assessments and studies), production and accounting records; (v) facility and well records; and (vi) to the extent transferable, seismic, geologic and technical data including logs and maps (all such interests, the "***Linn Records***");

(l) all Hydrocarbons (or the proceeds from the sale of Hydrocarbons) (i) produced from or attributable to the Linn Leases, Linn Units, and Linn Wells at and after the Effective Time, (ii) located in pipelines or in tanks above the pipeline sales connection attributable to the Linn Leases, Linn Units, and Linn Wells at and after the Effective Time, or (iii) in storage or existing in stock tanks, pipelines and/or plants (including inventory) as of the Effective Time;

(m) all claims and causes of action to the extent attributable to the Company Assumed Obligations;

(n) to the extent that they may be assigned, all Permits that are primarily used in connection with the ownership or operation of the Linn Assets;

(o) all Imbalances relating to the other Linn Assets;

(p) to the extent transferable, all Seismic Contracts and Seismic Data and any related interpretive geophysical and geological data relating to the Linn Oil and Gas Properties, but only to the extent such Seismic Contracts and Seismic Data may be assigned without payment of fees or other penalties to a Third Party;

(q) any refunds, claims for refunds or rights to receive refunds from any Governmental Body with respect to Taxes attributable to the Linn Assets and periods of time from and after the Effective Time; and

(r) all radio equipment, SCADA and measurement technology, and other production related mobility devices (such as SCADA controllers), well communication devices, and any other information technology systems and licenses associated with the foregoing, in each case only to the extent such assets and licenses are (i) used or held for use solely in connection with the operation of the Linn Oil and Gas Properties, and (ii) to the extent assignable (with consent, if applicable, but without the payment of any fee or the provision of any other consideration; provided Linn shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Company) (the "***Linn Production-Related IT Equipment***").

"***Linn Assignment***" means an assignment to be executed and delivered by Linn at the Closing in substantially the form of Exhibit C (Part I) attached hereto.

"***Linn Casualty Loss***" has the meaning set forth in Section 4.7(b).

"***Linn Closing Settlement Statement***" has the meaning set forth in Section 3.2(a)(iii).

"***Linn Consideration Units***" has the meaning set forth in Section 3.1(a).

"***Linn Contracts***" has the meaning set forth in the definition of "Linn Assets".

"***Linn Cost Credited Asset Acquisition Costs***" means, in the case of any Linn Cost Credited Lease and associated Linn Additional Assets, the consideration payable in connection with the acquisition of such Linn Cost Credited Lease and associated Linn Additional Assets, together with any reasonable Third Party expenses, including reasonable attorneys' fees, lease bonuses, broker fees, abstract costs, title opinion costs, title curative costs, and other reasonable Third Party costs of due diligence incurred by Linn in acquiring such Linn Cost Credited Lease and associated Linn Additional Assets, provided that the Linn Cost Credited Asset Acquisition Costs for any Linn Cost Credited Lease and associated Linn Additional Assets shall never exceed $7,000 per Net Acre subject to such Linn Cost Credited Lease, provided, further, that any Linn Cost Credited Leases that are acquired pursuant to a permitted acreage trade or similar transaction shall be deemed to have a Linn Cost Credited Asset Acquisition Cost of $7,000 per Raw Net Acre.

"***Linn Cost Credited Lease***" has the meaning set forth in Section 4.2(e)(iv).

"***Linn Defensible Title***" shall mean such title of Linn Assets, as of the Effective Time and immediately prior to the expiration of the Review Period (but for purposes of the Linn Assignment, it shall mean as of the Closing Date, and for purposes of the Linn Assignment covering any Linn Additional Assets as of the date that such Linn Additional Assets are conveyed to the Company as permitted by this Agreement), subject to Linn Permitted Encumbrances, that:

(d) for each Linn Well, entitles Linn to receive during the entirety of the productive life of each Linn Well (as applicable) not less than the Net Revenue Interest for such Linn Well as set forth in Exhibit A-2 (Part I) and Schedule 3.4B (Part I), except, in each case, (subject always to Section 10.1) for: (i) decreases in connection with those operations in which Linn or its successors or assigns may from and after the Execution Date be a non-consenting co-owner, (ii) decreases resulting from the establishment or amendment from and after the Execution Date of pools or units to the extent such establishment or amendment is not restricted under Section 10.1, (iii) decreases required to allow other Working Interest owners to make up past underproduction or pipelines to make up past under deliveries, and (iv) as otherwise expressly set forth in Exhibit A-2 (Part I) and/or Schedule 3.4B (Part I), as applicable;

(e) for each Linn Section, entitles Linn, to receive not less than the Linn Section Weighted Average NRI for such Linn Section for each Target Formation as set forth in Schedule 3.4A (free and clear of any reversionary interest or back-in interest, for the entirety of the productive life of each applicable Linn Section Lease with regard to the applicable Net Revenue Interest for such Linn Section Lease necessary for Linn to retain not less than this Linn Section Weighted Average NRI for such Linn Section for each Target Formation as set forth in Schedule 3.4A), except, in each case, for (subject always to Section 10.1): (i) decreases in connection with those operations in which Linn or its successors or assigns may from and after the Execution Date be a non-consenting party, (ii) decreases resulting from the establishment or amendment from and after the Execution Date of pools or units to the extent such establishment or amendment is not restricted under Section 10.1, (iii) decreases required to allow other Working Interests owners to make up past underproduction or pipelines to make us past underdeliveries, (iv) reversionary interests triggered by Linn Lease expiration or termination occurring after Closing (and subject to the provisions of subpart (e) below, defaults occurring after Closing under the term of a Linn Lease which results in a termination thereof, Pugh clauses that are triggered and implemented after Closing, continuous drilling clauses effective as of the expiration of a primary term or the drilling of a well which are triggered after Closing as a result of Company's failure to continue such drilling operations), and (v) as otherwise expressly set forth in Exhibit A-1 (Part I) and/or Schedule 3.4A;

(f) for each Linn Section, entitles Linn to not less than the Linn Section Net Acres for each Target Formation in such Governmental Section as set forth on Schedule 3.4A (free and clear of any reversionary interest or back-in interest, for the entirety of the productive life of each applicable Linn Section Lease with regard to the applicable Net Acres allocable to such Linn Section Lease necessary for Linn to retain not less than the Linn Section Net Acres for such Linn Section for each Target Formation as set forth in Schedule 3.4A), except for (subject always to Section 10.1): (i) decreases in connection with those operations in which Linn or its successors or assigns may from and after the Execution Date be a non-consenting co-owner, (ii) decreases resulting from the establishment or amendment from and after the Execution Date of pools or units to the extent such establishment or amendment is not restricted under Section 10.1, (iii) reversionary interests triggered by Linn Lease expiration or termination occurring after Closing (and subject to the provisions of subpart (e) below, defaults occurring after Closing under the term of a Linn Lease which results in a termination thereof, Pugh clauses that are triggered and implemented after Closing, continuous drilling clauses effective as of the expiration of a primary term or the drilling of a well which are triggered after Closing as a result of Company's failure to continue such drilling operations), and (iv) as otherwise expressly set forth in Schedule 3.4A;

(g) obligates Linn to bear during the entirety of the productive life of such Linn Well not more than the Working Interest for such Linn Well as set forth in Exhibit A-2 (Part I) and Schedule 3.4B (Part I), except (subject always to Section 10.1) for: (i) increases resulting from contribution requirements with respect to defaulting co-owners under applicable operating agreements, (ii) increases to the extent that they are accompanied by a proportionate increase in Linn's Net Revenue Interest in such Linn Well, (iii) increases resulting from the establishment or amendment from and after the Execution Date of pools or units to the extent such establishment or amendment is not restricted under Section 10.1, and (iv) as otherwise expressly set forth in Exhibit A-2 (Part I) and/or Schedule 3.4B (Part I);

(h) for each Linn Lease, is either held by continuous production in paying quantities (as designated on Exhibit A-1 (Part I) by "HBP" or "hbp" (a "***Linn HBP Lease***") or has a primary term expiration date (whether such primary term relates to the primary term under such Linn Lease or, if applicable and the Linn Lease is subject to a term assignment, the primary term provided in such term assignment pursuant to which Linn or its predecessor-in-interest acquired such Linn Lease and such primary term identified in such term assignment shall be deemed to be the primary term of such Linn Lease for purposes of this provision unless the primary term in such Linn Lease is earlier than the primary term provided in such term assignment, in which case the primary term will be the primary term provided in such Linn Lease) that is not earlier than the primary term expiration date identified for such Linn Lease on Exhibit A-1 (Part I), provided that if no primary term expiration date is provided for such Linn Lease, such Linn Lease will be deemed to be designated "HBP" on Exhibit A-1 (Part I) for all purposes hereof; and if the Linn Lease is not a Linn HBP Lease and the primary term expiration date thereof is a date that has expired prior to the Execution Date, then, for purposes hereof, such Linn Lease shall be deemed to have terminated and Linn shall be deemed to not have Linn Defensible Title with regard thereto;

(i) For Linn Additional Leases acquired by Linn in accordance with the terms of this Agreement, such Linn Additional Leases meets all of the geographic location, minimum remaining primary term, inclusion of Qualifying Depths of the Target Formation, and minimum Net Revenue Interests requirements described in the definition for "Linn Additional Leases", and with regard to such Linn Additional Leases that are designated as Linn Substitute Leases or Linn True-Up Leases, also entitles Linn to not less than the Net Acres and Linn Section Weighted Average NRIs for the applicable Governmental Sections and Target Formations set forth on Exhibit A-5-1, as amended and supplemented in accordance with the terms hereof and any Linn Lease Designation Notice; and

(j) is free and clear of all Encumbrances.

"***Linn Delta Value***" has the meaning set forth in Section 3.2(b)(vi)(C).

"***Linn Employees***" has the meaning set forth in Section 17.17(b).

"***Linn Environmental Defect***" shall mean any Environmental Condition with respect to a Linn Asset or Linn Additional Asset that is not set forth in Schedule 7.14.

"***Linn Environmental Defect Notice***" has the meaning set forth in Section 5.1(a).

"***Linn Environmental Defect Property***" has the meaning set forth in Section 5.1(a).

"***Linn Equipment***" has the meaning set forth in the definition of "Linn Assets".

"***Linn Excluded Assets***" means:

(d) all of Linn's corporate minute books, financial and Tax records and other business records that relate to Linn's and its Affiliates' businesses generally (including the ownership and operation of the Linn Assets);

(e) all trade credits, all accounts, receivables and all other proceeds, income or revenues attributable to the Linn Assets with respect to any period of time prior to the Effective Time;

(f) all claims and causes of action of Linn arising under or with respect to any Linn Contracts that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds);

(g) all rights and interests relating to the Linn Assets (i) under any existing policy or agreement of insurance, (ii) under any bond or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property;

(h) all Hydrocarbons produced and sold from the Linn Assets with respect to all periods prior to the Effective Time, other than Hydrocarbons in storage or existing in stock tanks, pipelines and/or plants (including inventory) as of the Effective Time;

(i) all claims of Linn or its Affiliates for refunds of or loss carry forwards with respect to (i) Asset Taxes or any other Taxes paid by Linn or its Affiliates attributable to any period prior to the Effective Time, (ii) income Taxes paid by Linn or its Affiliates or (iii) any Taxes attributable to the Linn Excluded Assets;

(j) all information technology assets, other than the Linn Production-Related IT Equipment, including all desktop computers, laptop computers, servers, networking equipment and any associated peripherals and other computer hardware, or computer software and telephone equipment;

(k) all of Linn's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property;

(l) all documents and instruments of Linn that are reasonably believed to be protected by an attorney-client privilege (other than title opinions);

(m) all data that cannot be disclosed to Citizen or the Company as a result of confidentiality arrangements under agreements with Third Parties which cannot be waived after the exercise of commercially reasonable efforts, provided that Linn shall have no obligation to pay any fee or provide any other consideration to obtain any such required consent;

(n) all audit rights arising under any of the (i) Linn Contracts or otherwise with respect to any period prior to the Effective Time or (ii) Linn Excluded Assets, except for any Imbalances;

(o) all geophysical and other seismic and related technical data and information relating to the Linn Assets to the extent that such geophysical and other seismic and related technical data and information is not transferable without payment of a fee or other penalty to any Third Party under any Linn Contract (unless Citizen or the Company has separately agreed in writing to pay such fee or other penalty);

(p) documents prepared or received by Linn or its Affiliates or their representatives with respect to (i) lists of prospective purchasers for the Linn Assets, (ii) bids submitted by other prospective purchasers of the Linn Assets, (iii) analyses by Linn or its Affiliates of any bids submitted by any prospective purchaser, (iv) correspondence between or among Linn, its representatives, and/or any prospective purchaser other than Citizen, and (v) correspondence between Linn and/or any of its respective representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated by this Agreement;

(q) any offices and office leases, office furniture or office supplies located in or on such offices excluded and/or office leases belonging to Linn;

(r) all vehicles and rolling stock;

(s) any assets that are excluded pursuant to the provisions of Sections 4.5(b) and 4.5(e);

(t) any master service agreements, blanket agreements or similar Contracts to which Linn is a party;

(u) any Hedge Contracts related to the Linn Assets to which Linn or any of its Affiliates is a party;

(v) any loan agreement, credit agreement, promissory note, or other similar instrument for borrowed money, and any mortgage, deed of trust, pledge, security agreement, guaranty or similar instrument securing such obligations;

(w) all overhead costs and expenses paid by Third Party non-operators to Linn or any of its Affiliates pursuant to any applicable joint operating agreement regarding operations occurring prior to Closing;

(x) the Linn Waterflood Assets;

(y) the Linn Excluded Midstream Assets;

(z) the assets set forth on Exhibit E (Part I);

(aa) any mineral fee interests and lessor royalty interests (and other rights and interests as a lessor) under oil, gas and mineral leases; and

(bb) the litigation matters identified on part I of Schedule 7.6, and all claims and causes of action of Linn with respect thereto.

"***Linn Excluded Midstream Assets***" means (a) assets generally considered "midstream" in nature in accordance with generally accepted U.S. oil and gas industry practices and customs, including facilities and other assets relating to (i) natural gas gathering, storage, treating, compression, processing, and fractionation, (ii) oil and natural gas liquids gathering, storage and transmission, (iii) water handling and disposal, and (iv) CO_2 gathering, transportation and sequestration; (b) contracts and other agreements related to or in respect of the assets described in clause (a) above, including transportation, gathering, processing and treating contracts, saltwater disposal agreements, water injection agreements, produced water gathering and treating agreements, surface use agreements, right of way agreements, easements, joint use surface agreements, operating agreements, licenses and permits; and (c) all real property interests used or held for use in connection with the assets described in clause (a) above or granted pursuant to a contract or other agreement described in clause (b) above.

"***Linn Gross Acquisition Cost***" has the meaning set forth in Section 4.2(e)(vi)(B).

"***Linn Group***" means Linn, its Affiliates, and each of its and their respective officers, directors, members, managers, employees, agents, advisors, other representatives and current and former direct and indirect owners, and the permitted successors and assigns of all of the foregoing persons.

"***Linn Hard Consent***" has the meaning set forth in Section 4.5(e).

"***Linn HBP Lease***" has the meaning set forth in the definition of "Linn Defensible Title".

"***Linn Indemnity Cap***" has the meaning set forth in Section 15.8(e)(i).

"***Linn Indemnity Deductible***" has the meaning set forth in Section 15.8(d)(i).

"***Linn Indemnity Liabilities***" means Liabilities, known or unknown, caused by, arising out of or resulting from: (a) the failure to pay, or the underpayment of, any Burdens owed with respect to production from the Linn Leases or Linn Wells prior to the Effective Time (other than with respect to (i) the Linn Suspense Funds, unless such Linn Suspense Funds were unlawfully suspended, (ii) the claims and lawsuit described in Part I of Schedule 7.6, and (iii) any claims or Liabilities asserted by royalty owners or other Burden beneficiaries who are similarly situated to the claimants in the lawsuit described in Part I of Schedule 7.6 with respect to such lawsuit); or (b) any Hazardous Substances related to or arising out of the ownership or operation of the Linn Assets that, prior to the Closing Date, were transported and/or disposed of at off-site disposal facilities.

"***Linn Lease Dedication Notice***" has the meaning set forth in Section 4.2(e)(ii).

"***Linn Leases***" has the meaning set forth in definition of "Linn Assets".

"***Linn Material Contracts***" has the meaning set forth in Section 7.13(a).

"***Linn Oil and Gas Properties***" has the meaning set forth in definition of "Linn Assets".

"***Linn Permitted Encumbrances***" means:

(d) all Burdens upon, measured by or payable out of production if the net cumulative effect of such Burdens (i) does not operate to reduce the Net Revenue Interest of Linn with respect to Linn Well to an amount less than the Net Revenue Interest for such Linn Well as set forth in Schedule 3.4B (Part I), (ii) does not operate to reduce the Linn Section Weighted Average NRI of Linn with respect to the applicable Linn Section and Target Formation to an amount less than the Linn Section Weighted Average NRI for such Linn Section and Target Formation as set forth in Schedule 3.4A, (iii) does not operate to reduce the Linn Section Net Acres of Linn in any Linn Section and Target Formation to an amount less than the Linn Section Net Acres for such Linn Section and Target Formation as set forth in Schedule 3.4A, and (iii) does not obligate Linn to bear a Working Interest in any Linn Well (to the extent the same covers the Target Formation(s)) in any amount greater than the Working Interest for such Linn Well as set forth in Schedule 3.4B (Part I), as the case may be (unless, in the case of a Linn Well, the Net Revenue Interest for such Linn Well is greater than the Net Revenue Interest for such Linn Well as set forth in Schedule 3.4B (Part I) in the same proportion as any increase in such Working Interest);

(e) the terms and conditions of the Linn Rights-of-Way included in the Linn Assets to the extent they do not materially affect the development and operations of the Linn Assets as the same are currently operated and being developed;

(f) preferential rights to purchase, consents to assignment and other similar restrictions to the extent same have been complied with both in connection with the prior sale, assignment or transfer of such Linn Asset;

(g) liens for Taxes or assessments not yet due or delinquent or, if delinquent, which are being contested in good faith;

(h) Customary Post-Closing Consents and any required notices to, or filings with, Governmental Bodies in connection with the consummation of the transactions contemplated by this Agreement;

(i) conventional rights of reassignment upon final intention to abandon or release any of the Linn Assets;

(j) such Linn Title Defects as Citizen may have waived (whether in writing or pursuant to Section 4.3(a));

(k) all applicable Linn Permits and Laws and all rights reserved to or vested in any Governmental Body: (i) to control or regulate any Linn Asset in any manner; (ii) by the terms of any right, power, franchise, grant, license or permit, or by any provision of Law, to terminate such right, power, franchise, grant, license or permit or to purchase, condemn, expropriate or recapture or to designate a purchaser of any of the Linn Assets; (iii) to use such property in a manner which would not reasonably be expected to materially impair the use of such property for the purposes for which it is currently owned and operated; or (iv) to enforce any obligations or duties affecting the Linn Assets to any Governmental Body with respect to any franchise, grant, license or permit;

(l) easements, conditions, covenants, restrictions, servitudes, permits, rights-of-way, surface leases and other rights in the Linn Assets for the purpose of operations, facilities, pipelines, transmission lines, transportation lines, distribution lines and other like purposes, or for the joint or common use of rights-of-way, facilities and equipment, to the extent, individually or in the aggregate, such rights would not reasonably be expected to materially impair the operation, development, value or use of any of the Linn Assets as currently operated and used;

(m) vendors, carriers, warehousemen's, repairmen's, mechanics', workmen's, materialmen's, construction or other like Encumbrances arising by operation of Law in the ordinary course of business or incident to the construction or improvement of any property in respect of obligations which are not yet due or delinquent or, if delinquent, which are being contested in good faith;

(n) any calls on production under existing Linn Contracts, insofar as they provide for the payment of the then current applicable index-based market price for such production, and only insofar as they are described on Schedule 7.20;

(o) Liens created under Linn Leases, Linn Units or Linn Rights-of-Way included in the Linn Assets and/or operating agreements or production sales contracts or by operation of Law in respect of obligations that are not yet due or delinquent or, if delinquent, which (i) are being contested in good faith and (ii) have been disclosed to Citizen in the schedules attached to this Agreement;

(p) any Encumbrance affecting the Linn Assets that is discharged by Linn at or prior to Closing;

(q) any matters referenced in Exhibit A-1 (Part I), Exhibit A-2 (Part I), Schedule 3.4A or Schedule 3.4B (Part I);

(r) failure of Linn Leases to contain pooling provisions, unless a Linn Well has been drilled thereon (and the unit for the same includes any pooled acreage), or a pooled unit has been formed for a Linn Well which includes a portion of such Linn Leases, and in either case, the consent of the lessor to permit pooling has not been obtained;

(s) the litigation, suits and proceedings for all items of Part II of Schedule 7.6;

(t) any liens, obligations, defects, irregularities or other Encumbrances affecting the Linn Assets that would be customarily waived or accepted by an reasonable and prudent title examiner experienced in the review of title to oil and gas properties in Oklahoma;

(u) the terms and conditions of the Linn Material Contracts if the net cumulative effect of such Linn Material Contracts (i) does not operate to reduce the Net Revenue Interest of Linn with respect to Linn Well to an amount less than the Net Revenue Interest for such Linn Well as set forth in Schedule 3.4B (Part I), (ii) does not operate to reduce the Linn Section Weighted Average NRI of Linn with respect to the applicable Linn Section and Target

Formation to an amount less than the Linn Section Weighted Average NRI for such Linn Section and Target Formation as set forth in Schedule 3.4A, (iii) does not operate to reduce the Linn Section Net Acres of Linn in any Linn Section and Target Formation to an amount less than the Linn Section Net Acres for such Linn Section and Target Formation as set forth in Schedule 3.4A, and (iv) does not obligate Linn to bear a Working Interest in any Linn Well (to the extent the same covers the Target Formation(s)) in any amount greater than the Working Interest for such Linn Well as set forth in Schedule 3.4B (Part I), as the case may be (unless, in the case of a Linn Well, the Net Revenue Interest for such Linn Well is greater than the Net Revenue Interest for such Linn Well as set forth in Schedule 3.4B (Part I) in the same proportion as any increase in such Working Interest); (v) does not operate to cause the primary term expiration date for a Linn Lease to be earlier than the primary term expiration date identified for such Linn Lease on Exhibit A-1 (Part I); (vi) does not grant or impose a lien or other Encumbrance (other than a Linn Permitted Encumbrance) on any Linn Assets, (vii) does not provide for any disproportionate sharing of costs, revenues or share of production (other than to the extent relating to default provisions or un-triggered non-consent elections or triggered non-consent elections for which the adjusted interests are identified on Schedule 3.4B (Part I)), and (viii) does not contain or provide for any alternating operatorship or alternating designation of operator; and

(v) the terms and conditions of this Agreement.

"***Linn Preferential Purchase Right***" has the meaning set forth in Section 7.12.

"***Linn Production-Related IT Equipment***" has the meaning set forth in the definition of "Linn Assets".

"***Linn Records***" has the meaning set forth in definition of "Linn Assets".

"***Linn Retained Liabilities***" means Liabilities, known or unknown, caused by, arising out of or resulting from: (a) Linn's expenses related to the transactions contemplated by this Agreement; (b) any and all Linn Taxes; (c) the matters set forth on Part I of Schedule 7.6, and any claims or Liabilities asserted by royalty owners or other Burden beneficiaries who are similarly situated to the claimants in lawsuit described in Part I of Schedule 7.6 with respect to such lawsuit; (d) the employment relationship between Linn or any of its Affiliates and any of Linn's or any of Linn's Affiliates' present or former employees or the termination of any such employment relationship; (e) any Linn Excluded Assets; (f) personal injury or death relating to the use, ownership or operation of the Linn Assets prior to the Closing; (g) any acts or omissions that arise to gross negligence or willful misconduct of any member of the Linn Group related to or arising out of the ownership or operation of the Linn Assets; (h) any fines or penalties imposed or assessed by a Governmental Body related to or arising out of the ownership or operation of the Linn Assets prior to the Closing Date, and (i) Linn's obligations or Liabilities owed to an Affiliate of Linn (excluding those adjustments contemplated in Section 3.2(a)(i)(B) regarding certain payments to be made to Linn Midstream, LLC).

"***Linn Rights-of-Way***" has the meaning set forth in definition of "Linn Assets".

"***Linn Section***" means each Section set forth on Schedule 3.4A.

"Linn Section Leases" means, with respect to a Governmental Section, those (or that portion of those) Linn Leases covering lands that are located within the boundaries of such Governmental Section, but only to the extent such Linn Leases (a) are included within the boundaries such Governmental Section, and (b) includes Qualifying Depths of the Target Formation for at least one of the Target Formations.

"***Linn Section Net Acres***" means with regard to a Governmental Section, the aggregate Net Acres attributable to the Linn Section Leases for such Governmental Section, such calculation being made separately as to each Target Formation. Notwithstanding the above, to the extent the term Linn Section Net Acres is used in connection with a Linn Additional Lease, this term shall mean the Net Acres for the relevant Linn Additional Lease only, instead of the Linn Section Leases.

"Linn Section Weighted Average NRI" means, as to a Governmental Section, and calculated separately as to each Target Formation: (i) first, take Linn's Net Revenue Interest in and to each Linn Section Lease for such Governmental Section, and then *multiply the same by* the Linn Section Net Acres covered by such Linn Section Lease for such Target Formation (again, limited solely to those Net Acres thereof that are both included within the applicable Governmental Section, and which include Qualifying Depths of the Target Formation for such Target Formation), and not counting any Net Acres covered by such Linn Section Lease that are located outside the boundaries of such Governmental Section, nor counting any Net Acres covering depths outside of a Target Formation for which Linn's Leases include Qualifying Depths of the Target Formation; and (ii) then, the calculated product obtained for each Linn Section Lease under subpart (i) above shall then be added together, and the sum thereof shall then be divided by the sum of the Linn Section Net Acres covered by ALL of the Linn Section Leases included within such Governmental Section, solely to the extent such Net Acres are included within the boundaries of such Governmental Section and include Qualifying Depths of the Target Formation for such Target Formation (the result of the calculation in this subpart (ii) shall be referred to as the "***Linn Section Weighted Average NRI***" for such Governmental Section and Target Formation), and such calculation shall be made with regard to each Target Formation for the applicable Governmental Section. Notwithstanding the above, to the extent the term Linn Section Weighted Average NRI is used in connection with a Linn Additional Lease, this term shall mean the Net Revenue Interest for the relevant Linn Additional Lease only, instead of the Linn Section Leases.

"***Linn Substitute Leases***" has the meaning set forth in Section 4.2(e)(ii).

"***Linn Suspense Funds***" means funds held in suspense (including funds held in suspense for unleased interests and penalties and interest) that are attributable to the Linn Assets or Linn Additional Assets or any interests pooled, unitized or communitized therewith.

"***Linn Taxes***" means any Liability of Linn, or otherwise imposed on the Linn Assets or Linn Additional Assets, in respect of any Tax, including without limitation any Liability of Linn for the Taxes of any other Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise, but excluding any Asset Taxes to the extent specifically allocated to the Company pursuant to Section 16.1.

"***Linn Title Benefit***" means with respect to the Target Formation(s) for the Linn Section Leases, Linn Section Net Acres or Linn Wells, any right, circumstance or condition existing as of the Effective Time and also immediately prior to the end of the Review Period that operates to (a) increase the Linn Section Weighted Average NRI of Linn with respect to a Linn Section and Target Formation or the Net Revenue Interest of Linn with respect to a Linn Well above that shown for such Linn Section or Linn Well in Schedule 3.4A or Schedule 3.4B (Part I), as applicable, to the extent the same does not, with respect to Linn's interest in any Linn Well, cause an equal or greater than proportionate increase in Linn's Working Interest with respect to the Target Formation(s) in such Linn Well above that shown in Schedule 3.4B (Part I), as applicable, or (b) increase the Linn Section Net Acres with respect to a Section and the Target Formation(s) in any Linn Section and Target Formation above the Linn Section Net Acres for such Linn Section and Target Formation as shown in Schedule 3.4A.

"***Linn Title Benefit Amount***" means, with respect to a Linn Title Benefit:

(d) if the Transacting Parties agree on the Linn Title Benefit Amount, then that amount shall be the Title Benefit Amount;

(e) if the Linn Title Benefit represents a discrepancy between either or both:

(i) (1) Linn's actual Net Acres for any Target Formation in any Linn Section, and (2) the Linn Section Net Acres for such Target Formation in such Linn Section as set forth in Schedule 3.4A, or

(ii) (1) Linn's actual Linn Section Weighted Average NRI in any Target Formation in any Linn Section and (2) the Linn Section Weighted Average NRI for such Target Formation in such Linn Section as set forth in Schedule 3.4A,

then the Linn Title Benefit Amount for such Target Formation in such Governmental Section shall be the greater of zero and the amount obtained by subtracting the Allocated Value for such Target Formation in such Governmental Section from the Linn Actual Section Value for such Target Formation in such Governmental Section.

(d) if (i) the Linn Title Benefit represents a discrepancy between (1) Linn's actual Net Revenue Interest for any Linn Well, and (2) Linn's Net Revenue Interest for such Linn Well as set forth in Schedule 3.4B (Part I), and (ii) Linn's Working Interest in such Linn Well is increased by less than the same proportion as such Net Revenue Interest increase, then the Linn Title Benefit Amount shall be the product of (1) the Allocated Value of the affected Linn Well multiplied by (2) a fraction, the numerator of which is the Net Revenue Interest increase in such Linn Well, and the denominator of which is the Net Revenue Interest for such Linn Well as set forth in Schedule 3.4B (Part I);

(e) if the Linn Title Benefit is of a type not described above, then the Linn Title Benefit Amounts shall be determined by taking into account the Allocated Value of the Linn Asset affected by such Linn Title Benefit, the portion of such Linn Asset affected by such Linn Title Benefit, the legal effect of the Linn Title Benefit, the potential economic effect of the Linn Title Benefit over the life of such Asset, the values placed upon the Title Benefit by the Transacting Parties and such other reasonable factors as are necessary to make a proper evaluation.

"***Linn Title Benefit Notice***" has the meaning set forth in Section 4.2(b).

"***Linn Title Defect***" shall mean any Encumbrance, defect or other condition or matter that causes Linn not to have Linn Defensible Title; provided that the following shall not be considered Linn Title Defects:

(a) defects arising out of lack of corporate or other entity authorization (other than any such defects relating to Linn or its Affiliates or any prior Affiliates of Linn, whether pre-bankruptcy or post-bankruptcy of Linn Energy, LLC) unless Citizen provides conclusive evidence that such corporate or other entity action was not authorized and has resulted in another Person's superior claim of title to the relevant Linn Asset;

(b) defects arising from any prior oil and gas lease relating to the lands covered by the Linn Leases or Linn Units not being surrendered of record, unless Citizen provides reasonable evidence that such prior oil and gas lease is still in effect and has resulted in another Person's actual and superior claim of title to the relevant Linn Lease or Linn Well;

(c) defects that affect only which Person has the right to receive royalty payments (rather than the amount of the proper payment of such royalty payment) and that do not affect the validity of or title to the underlying Linn Lease;

(d) defects based solely on: (i) lack of information in Linn's files; (ii) references to an unrecorded document to which neither Linn nor any Affiliate of Linn is a party and which document is dated earlier than January 1, 1960; or (iii) any Tax assessment, Tax payment or similar records or the absence of such activities or records;

(e) any Encumbrance or loss of title resulting from Linn's conduct of business in compliance with this Agreement;

(f) defects as a consequence of cessation of production, insufficient production or failure to conduct operations during any period after the completion of a well capable of production in paying quantities on any of the Linn Leases held by production, or lands pooled or unitized therewith, except to the extent the cessation of production is shown to exist for a period that, under the terms of the Lease, would (or would reasonably be believed to) result in the termination or expiration of the underlying Linn Lease, which documentation shall be provided by Citizen to Linn in support thereof;

(g) liens arising from any Encumbrance created by a mineral owner which has not been subordinated to the applicable lessee's interest, solely to the extent that the Linn Lease in question does not have a Linn Well on it, and no portion thereof has been included in a Linn Unit;

(h) all defects or irregularities that have been adjudicated to be cured or remedied by applicable statutes of limitation or statutes of prescription;

(i) all defects or irregularities resulting from the failure to record releases of liens, production payments or mortgages that have expired on their own terms or the enforcement of which are barred by applicable statute of limitations;

(j) all defects in the chain of title consisting of the failure to recite marital status in a document or omissions of successions of heirship or estate proceedings, unless Citizen provides conclusive evidence that such failure results in another Person's superior claim of title to the relevant Linn Asset;

(k) all defects arising from any change in Laws following the Execution Date;

(l) any Encumbrance or loss of title affecting ownership interests in formations other than the Target Formation(s) for the relevant Linn Asset (excluding any circumstances or conditions that have resulted in title or rights relative to ownership interests in the Linn Assets (but expressly excluding the Linn Excluded Assets) related to formations other than Target Formations being held by an Linn Affiliate other than Linn itself);

(m) defects arising from failure to comply with any maintenance of uniform interest provision in any Linn Lease or Linn Contract; and

(n) any Title Defect affecting a Linn Well for which the Title Defect Amount does not exceed $25,000; provided, however, that the Title Defect Amount shall be deemed to meet such $25,000 threshold in any of the following cases: (1) if any Linn Well is affected by more than one Linn Title Defect, and the aggregate sum of the Title Defect Amounts for all Linn Title Defects affecting such Linn Well exceeds such $25,000 threshold, or (2) in the case of a failure to hold Linn Defensible Title to multiple Linn Wells due to the same specific set of facts, and aggregate sum of the Title Defect Amounts for such Linn Title Defects affecting multiple Linn Wells exceeds such $25,000 threshold.

"***Linn Title Defect Amount***" means, with respect to a Linn Title Defect:

(a) if the Transacting Parties agree on the Linn Title Defect Amount, then that amount shall be the Linn Title Defect Amount;

(b) if the Linn Title Defect is an Encumbrance that is undisputed and liquidated in amount, then the Linn Title Defect Amount shall be the amount necessary to be paid to remove the Linn Title Defect from the Linn Title Defect Property;

(c) if the Linn Title Defect represents a discrepancy between either or both:

(i) (1) Linn's actual Net Acres for any Target Formation in any Linn Section, and (2) the Linn Section Net Acres for such Target Formation in such Linn Section as set forth in Schedule 3.4A, or

(ii) (1) Linn's actual Linn Section Weighted Average NRI in any Target Formation in any Linn Section and (2) the Linn Section Weighted Average NRI for such Target Formation in such Linn Section as set forth in Schedule 3.4A,

and in each case, there is no intermediate reversionary interest prior to the end of the productive life of any relevant Linn Section Lease, then the Linn Title Defect Amount for such Target Formation in such Governmental Section shall be the greater of zero and the amount obtained by subtracting the Linn Actual Section Value for such Target Formation in such Governmental Section from the Allocated Value for such Target Formation in such Governmental Section.

(d) if (i) the Linn Title Defect represents a discrepancy between (A) Linn's actual NRI in any Linn Well and (B) Linn's Net Revenue Interest for such Linn Well as set forth in Schedule 3.4B (Part I) and (ii) Linn's Working Interest in such Linn Well is decreased in the same proportion as such Net Revenue Interest decrease, then the Linn Title Defect Amount shall be the product of (A) the Allocated Value of such Linn Well multiplied by (B) a fraction, the numerator of which is the Net Revenue Interest decrease in such Linn Well, and the denominator of which is the Net Revenue Interest for such Linn Well as set forth in Schedule 3.4B (Part I);

(e) if the Linn Title Defect results from failure of a Linn Section Lease to possess Qualifying Depths for any Majority Target Formation in any Governmental Section and Linn possesses less than or equal to 10% of applicable Target Formation for such Qualifying Depths in such Majority Target Formation in such Governmental Section, then the Linn Title Defect Amount shall be calculated by first reducing the number of Net Acres allocable to such Linn Section Lease to zero (0), and then calculating the associated Linn Title Defect Amount as provided in clause (c) above;

(f) if the Linn Title Defect results from failure of a Linn Section Lease to possess Qualifying Depths as described in subpart (a) of that definition, then the Linn Title Defect Amount shall be calculated by first reducing the number of Net Acres allocable to such Linn Section Lease to zero (0), and then calculating the associated Linn Title Defect Amount as provided in clause (c) above;

(g) if the Linn Title Defect results from failure of a Linn Section Lease to possess Qualifying Depths for any Majority Target Formation in any Governmental Section and Linn possesses more than 10% of such applicable Target Formation for such Qualifying Depths, then the Linn Title Defect Amount shall be calculated by reducing the number of Linn Section Net Acres allocable to such Linn Section Lease by the product of (i) the number of Net Acres that would have been allocable to Linn Section Lease if it possessed the Qualifying Depths and (ii) the amount obtained by subtracting (A) (1.0—(the product of (I) 2.5 and (II) the difference obtained by subtracting the percentage of the applicable Target Formation for such Qualifying Depths actually possessed by Linn with regard to such Linn Section Lease in such Majority Target Formation in such Governmental Section from 50.0%) from (B) 1.0, and then calculating the associated Linn Title Defect Amount as provided in clause (c) above;

(h) if the Linn Title Defect represents an obligation, Encumbrance upon or other defect in title to the Linn Title Defect Property of a type not described above, then the Linn Title Defect Amount shall be determined by taking into account the Allocated Value of the Linn Title Defect Property, the portion of the Linn Title Defect Property affected by the Linn Title Defect, the legal effect of the Linn Title Defect, the potential economic effect of the Linn Title Defect, the values placed upon the Linn Title Defect by each Transacting Party and such other reasonable factors as are necessary to make a proper evaluation;

(i) the Linn Title Defect Amount with respect to a Linn Title Defect Property shall be determined without duplication of any costs or losses included in another Linn Title Defect Amount hereunder;

(j) if a Linn Title Defect does not affect a Linn Title Defect Property throughout the entire remaining productive life of such Linn Title Defect Property or across all Target Formations for such Linn Title Defect Property, such fact shall be taken into account in determining the Linn Title Defect Amount; and

(k) notwithstanding anything to the contrary in this Agreement, the aggregate Linn Title Defect Amounts attributable to the effects of all Linn Title Defects upon any single Linn Title Defect Property shall not exceed the Allocated Value of such Linn Title Defect Property.

"***Linn Title Defect Notice***" has the meaning set forth in Section 4.2(a).

"***Linn Title Defect Property***" has the meaning set forth in Section 4.2(a).

"***Linn True-Up Leases***" has the meaning set forth in Section 3.2(b)(vi)(C).

"***Linn Units***" has the meaning set forth in the definition of "Linn Assets".

"***Linn Waterflood Assets***" means the waterflood assets described on Exhibit. I.

"***Linn Wells***" has the meaning set forth in the definition of "Linn Assets".

"***LLC Agreement***" means the Amended and Restated Limited Liability Company Agreement of the Company in the form attached hereto as Exhibit F.

"***LOI***" has the meaning set forth in the Preamble.

"***Majority Target Formation***" means any of the Target Formations not located within the Merge Area.

"***Master Services Agreement***" means, collectively, the Master Services Agreements to be executed by and between Linn, Citizen and the Company in substantially the forms attached hereto as Exhibit G.

"***Material Adverse Effect***" means any change, inaccuracy, effect, event, result, occurrence, condition or fact (for the purposes of this definition, each, an "event") that has had or would be reasonably likely to have, individually or in the aggregate with any other event or events, a material adverse effect on the ownership, operation or financial condition of the Assets, taken as a whole as currently operated as of the Execution Date; provided, however, that Material Adverse Effect shall not include such material adverse effects resulting from: (a) the announcement of the transactions contemplated by this Agreement; (b) changes in general market, economic, financial or political conditions (including changes in commodity prices, fuel

supply or transportation markets, interest or rates) in the area in which the Assets are located, the United States or worldwide; provided that such changes do not disproportionately affect the area in which the Assets are located; (c) changes in conditions or developments generally applicable to the oil and gas industry in the area in which the Assets are located, the United States or worldwide; provided that such changes do not disproportionately affect the area in which the Assets are located; (d) acts of God, including hurricanes, storms or other naturally occurring events; (e) acts or failures to act of Governmental Bodies; (f) civil unrest, any outbreak of disease or hostilities, terrorist activities or war or any similar disorder; (g) matters that are cured or no longer exist by the earlier of Closing and the termination of this Agreement; (h) any reclassification or recalculation of reserves in the ordinary course of business; (i) changes in the prices of Hydrocarbons; and (j) natural declines in well performance.

"***Merge Area***" has the meaning set forth on Exhibit H.

"***Mississippian/Springer Formation***" means:

(a) as to Leases within the Merge Area, means the interval from the stratigraphic equivalent of the top of the Mississippi Formation, as defined at 9,857' measured depth on the Array Induction Shallow Focused Electric Log taken on July 11, 2002 in the Dominion Exploration and Production, Inc. Braum #3-17 well located in the S/2 SW NE SW of Section 17-10N-6W in Grady County, Oklahoma to the stratigraphic equivalent of the top of the Woodford Formation, as defined at 10,338' measured depth on the same log. Furthermore, the "Sycamore", determined as the valued formation, shall be defined as the interval from the stratigraphic equivalent of the top of the Sycamore Formation, as defined at 10,163' measured depth to the stratigraphic equivalent of the top of the Woodford Formation, as defined at 10,338' measured depth on the same log;

(b) as to Leases within the STACK Area, means the interval from the stratigraphic equivalent of the top of the Mississippi Formation, as defined at 7,381' measured depth on the Dual Induction Laterolog taken on June 5, 1973 in the Marlin Oil Corporation Zalabak #1 well located in the SW SW of Section 23-16N-7W in Kingfisher County, Oklahoma to the stratigraphic equivalent of the top of the Woodford Formation, as defined at 8,078' measured depth on the same log. Furthermore the valued formation for such Target Formation shall be defined as the interval from the stratigraphic equivalent of the top of the Mississippi-Meramec Formation, as defined at 7,598' measured depth to the base of the Mississippi-Osage Formation, as defined at 8,078' measured depth on the same log; and

(c) as to Leases within the SCOOP Area, means the interval from the stratigraphic equivalent of the top of the Springer Formation, as defined at 12,081' measured depth on the Dual Induction Focused Log taken on August 21, 1981 in the Andover Oil Company Parnell #1-167 well located in the C NW of Section 16-7N-6W in Grady County, Oklahoma to the stratigraphic equivalent of the Base of the Goddard Formation, as defined at 12,296' measured depth on the same log.

"***Negative Citizen Adjustment Amount***" has the meaning set forth in Section 3.3(b)(i).

"***Negative Linn Adjustment Amount***" has the meaning set forth in Section 3.2(b)(i).

"***Net Acre***" means, as computed separately with respect to each Linn Lease or Citizen Lease, as applicable, and computed separately as to each Target Formation: (a) the number of gross acres of land covered by the Linn Lease or the Citizen Lease, as applicable, *multiplied by* (b) the undivided mineral fee percentage interest (stated as a decimal) in Hydrocarbons granted by such Linn Lease or Citizen Lease, as applicable, insofar and only insofar as such interest includes Qualifying Depths of the Target Formation for the Target Formation in question *multiplied by* (c) Linn's or Citizen's, as applicable, Working Interest in such Linn Lease or Citizen Lease; provided that if clauses (a) and/or (b) and/or (c) vary as to different areas , a separate calculation shall be done for each such area and depth.

"***Net Revenue Interest***" means: with respect to any Linn Lease or Linn Well, or any Citizen Lease or Citizen Well, as applicable, the percentage interest in and to all Hydrocarbons produced, saved and sold from or allocated to such Linn Lease, Linn Well, Citizen Lease or Citizen Well, after giving effect to all Burdens; provided that if any item above varies as to different areas (including tracts) or formations covered thereby, a separate calculation shall be done for each such area or formation as if it were a separate Linn Lease or Citizen Lease, as applicable, and separate calculations shall be made as to each Target Formation for which a Party's interest in a Lease covers and includes Qualifying Depths of the Target Formation for such Target Formation.

"***NLRB***" means the National Labor Relations Board.

"***NORM***" means naturally occurring radioactive material.

"***Other Party***" means, in the case of the Linn Assets and Linn Additional Assets, Citizen, and in the case of the Citizen Assets and Citizen Additional Assets, Linn.

"***Outside Date***" means the date that is six (6) months after the Scheduled Closing Date.

"***Parties***" and "***Party***" have the meanings set forth in the Preamble.

"***Percentage Interest***" means, in the case of a Party as of such time, the "Percentage Interest" (which term has the meaning provided in the LLC Agreement) of such Party as of such time.

"***Permits***" means any permit, water right (including water withdrawal, storage, discharge, treatment, injection and disposal rights), license, registration, consent, order, approval, variance, exemption, waiver, franchise, right or other authorization required by or obtained from any Governmental Body.

"***Person***" means any individual, corporation, company, partnership, limited partnership, limited liability company, trust, estate, Governmental Body or any other entity.

"***Phase II***" has the meaning set forth in Section 6.1(b).

"***Pipeline Imbalance***" shall mean any marketing imbalance between the quantity of Hydrocarbons attributable to the Linn Assets, Linn Additional Assets, Citizen Assets or Citizen Additional Assets required to be delivered by Linn or Citizen, as applicable, under any Linn Contract or Citizen Contract, as applicable, or Law relating to the purchase and sale, gathering, transportation, storage, processing or marketing of such Hydrocarbons and the quantity of Hydrocarbons attributable to the Linn Assets, Linn Additional Assets, Citizen Assets or Citizen Additional Assets actually delivered by Linn or Citizen, as applicable, pursuant to the relevant Linn Contract or Citizen Contract, as applicable, or at Law, together with any appurtenant rights and obligations concerning production balancing at the delivery point into the relevant sale, gathering, transportation, storage or processing facility.

"***Positive Citizen Adjustment Amount***" has the meaning set forth in Section 3.3(b)(i).

"***Positive Linn Adjustment Amount***" has the meaning set forth in Section 3.2(b)(i).

"***Post-Closing Citizen Statement***" has the meaning set forth in Section 3.2(b)(ii).

"***Post-Closing Linn Statement***" has the meaning set forth in Section 3.3(b)(ii).

"***Preliminary Citizen Adjustment Amount***" has the meaning set forth in Section 3.3(a)(iii).

"***Preliminary Linn Adjustment Amount***" has the meaning set forth in Section 3.2(a)(iii).

"***Property Expenses***" means, in the case of a Transacting Party's Assets, all operating expenses (including all insurance premiums or any other costs of insurance attributable to such Transacting Party's and/or its Affiliates' insurance and to coverage periods from and after the Effective Time but excluding in all cases, Asset Taxes and all costs and expenses of bonds, letters of credit or other surety instruments) and capital expenditures incurred in the ownership and operation of such Assets in the ordinary course of business and, where applicable, in accordance with the relevant operating or unit agreement, if any, and overhead costs charged to such Assets under the relevant operating agreement or unit agreement, if any, including costs of title examination, costs of surface preparation for drilling and costs of drilling wells, *but excluding Liabilities attributable to*: (a) personal injury or death, property damage or violation of any Law, (b) obligations to plug wells and dismantle or decommission facilities, (c) the Remediation of any Environmental Condition under applicable Environmental Laws or the cure of any Linn Title Defect or Citizen Title Defect, (d) obligations with respect to Imbalances, (e) in the case of Linn, any Linn Retained Liability, and in the case of Citizen, any Citizen Retained Liability, (f) any expense or payment incurred in breach of this Agreement, (g) obligations to pay Working Interests, royalties, overriding royalties or other interest owners revenues or proceeds attributable to sales of Hydrocarbons relating to such Assets, including those held in suspense, (h) efforts to cure any asserted Linn Title Defects or Citizen Title Defects or Environmental Conditions, (i) any consideration payable in connection with the acquisition of any Linn Leases, Linn Additional Leases and associated Linn Additional Assets, Linn Leases and Citizen Additional Leases and associated Citizen Additional Assets, together with any reasonable Third Party expenses, including reasonable attorneys' fees, lease bonuses, broker fees, abstract costs, title opinion costs, title curative costs, and other reasonable Third Party costs of due diligence incurred in connection with acquiring such Linn Leases, Linn Additional Leases and associated Linn Additional Assets, Linn Leases and Citizen Additional Leases and associated Citizen Additional Assets; or (j) Taxes.

"***Public Announcement Restrictions***" has the meaning set forth in Section 10.3.

"***Qualifying Depths***" means:

(a) as to the Woodford Formation within the Merge Area, vertical subsurface depths of not less than 30 feet within such Target Formation;

(b) as to the Woodford Formation within the SCOOP Area, more than 50% of the total vertical subsurface depths of such Target Formation;

(c) as to the Mississippian/Springer Formation within the Merge Area, more than 50% of the total vertical subsurface depths of the "valued formation" (as defined in clause (a) of the definition of "Mississippian/Springer Formation") of such Target Formation;

(d) as to the Mississippian/Springer Formation within the STACK Area, more than 50% of the total vertical subsurface depths of the "valued formation" (as defined in clause (b) of the definition of "Mississippian/Springer Formation") of such Target Formation; and

(e) as to the Mississippian/Springer Formation within the SCOOP Area, more than 50% of the total vertical subsurface depths of such Target Formation.

"***Raw Net Acres***" means, as computed separately for each acquisition of Linn Additional Lease or Citizen Additional Lease: (a) the number of gross acres of land covered by the Linn Additional Lease or the Citizen Additional Lease, as applicable, within the AMI *multiplied by* (b) the undivided mineral fee percentage interest (stated as a decimal) in Hydrocarbons granted by such Linn Additional Lease or Citizen Additional Lease, as applicable, for the areas within the AMI *multiplied by* (c) Linn's or Citizen's, as applicable, Working Interest in such Linn Additional Lease or Citizen Additional Lease; provided that if clauses (a) and/or (b) and/or (c) vary as to different surface areas, a separate calculation shall be done for each such area (but only such areas within the AMI will be included; and provided further that any gross acres of land covered by a Linn Additional Lease does not include Qualifying Depths of at least one of the relevant Section Target Formations, such gross acres will not be included in clause (a). Separate calculations as to Target Formations will not be made for the purposes of Raw Net Acres.

"***Records***" means the Linn Records and the Citizen Records, as applicable.

"***Relevant Citizen Value***" has the meaning set forth in Section 3.2(b)(vi)(C).

"***Relevant Linn Value***" has the meaning set forth in Section 3.2(b)(vi)(C).

"***Remediation***" shall mean, with respect to an Environmental Condition, the response required or allowed under Environmental Laws that addresses and resolves (for current and future use in the same manner as being currently used) the identified Environmental Condition in its entirety in the most cost-effective manner (considered as a whole) as compared to any other response that is required or allowed under Environmental Laws. "***Remediation***" may consist of or include taking no action, leaving the condition unaddressed, periodic monitoring, the use of institutional controls or the recording of notices in lieu of remediation, in each case, if such response is allowed under Environmental Laws and completely addresses and resolves (for current and future use in the same manner as being currently used) the identified Environmental Condition in its entirety.

"***Remediation Amount***" shall mean, with respect to an Environmental Condition, the present value as of the Closing Date (using an annual discount rate of 10% for Remediation activities that cannot be completed within one year of the Closing Date) of the cost (net to the affected Transacting Party's interest) of the Remediation of such Environmental Condition; provided, however, that "***Remediation Amount***" shall not include (a) the costs of the project manager of the Company while conducting the Remediation, (b) expenses for matters that are ordinary costs of doing business regardless of the presence of an Environmental Condition (e.g., those costs that would ordinarily be incurred in the day-to-day operations of the Assets or in connection with Permit renewal/amendment activities), (c) overhead costs of the Company, (d) costs and expenses that would not have been required under Environmental Laws as they exist on the Closing Date or, if prior to the Closing Date, the date on which the Remediation action is being undertaken, or (e) any costs or expenses relating to the assessment, remediation, removal, abatement, transportation and disposal of any asbestos, asbestos-containing materials or NORM unless required to address a violation of Environmental Law.

"***Representatives***" means, with respect to a given entity, its officers, directors, members, managers, employees, agents, advisors and other representatives.

"***Respondent***" has the meaning set forth in Section 17.3(c)(ii).

"***Review Period***" means, except as expressly provided herein, the period commencing upon the Execution Date and ending at 11:59 p.m. Central Prevailing Time on the first (1st) Business Day that is sixty (60) days after the Execution Date.

"***Rights-of-Way***" shall mean all permits, licenses, servitudes, easements, fee surface, surface leases, surface use agreements and rights-of-way primarily used or held for use in connection with the ownership or operation of the Assets, other than Permits.

"***Scheduled Closing Date***" has the meaning set forth in Section 13.1.

"***SCOOP Area***" has the meaning set forth on Exhibit H.

"***Section Target Formation***" means, with respect to a Governmental Section, the Target Formation or Target Formations described with respect to such Governmental Section in Exhibit H.

"***Seismic Contract***" means any contract or agreement related to the acquisition, licensing, sale, modification or other use or ownership of geological, geophysical or seismic data or records, whether or not proprietary and whether or not processed, re-processed, migrated, stacked or otherwise modified ("***Seismic Data***"), and any similar contract, including seismic data licenses or other contracts, providing for the exclusive or non-exclusive use, modification or disclosure of proprietary seismic data.

"***STACK Area***" has the meaning set forth on Exhibit H.

"***Straddle Period***" means any taxable period beginning before and ending after the Effective Date.

"***Target Formation***" means the Mississippian/Springer Formation and Woodford Formation (and reference to a "Target Formation" shall mean any of them, applicable).

"***Tax***" or "***Taxes***" means any federal, state, local or foreign income, gross receipts, branch profits, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, escheat, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, ad valorem, value added, alternative or add-on minimum or estimated tax or other charge in the nature of tax imposed by a Governmental Body, including any interest, penalty or addition thereto, whether disputed or not, and any liability in respect of any of the foregoing that arises by reason of a contract, assumption or transferee or successor liability.

"***Tax Claims***" means any claims under Section 15.1(a) for Linn Taxes, Section 15.1(b) for breach of Linn's obligations under Article 16, Section 15.1(c) for breach of the representations and warranties in Section 7.8, Section 15.2(a) for Citizen Taxes, Section 15.2(b) for breach of Citizen's obligations under Article 16, or Section 15.2(c) for breach of the representations and warranties in Section 8.8.

"***Tax Return***" means all returns, declarations, claims for refunds, reports, forms, estimates, information returns and statements required to be filed in respect of any Taxes to be supplied to a taxing authority in connection with any Taxes, including any schedule or attachment thereto, including any amendment thereof.

"***Third Party***" means any Person other than a Party to this Agreement or an Affiliate of a Party to this Agreement.

"***Third Person Claim***" has the meaning set forth in Section 15.7(b).

"***Title Arbitrator***" has the meaning set forth in Section 4.4.

"***Title Cure Period***" has the meaning set forth in Section 4.2(c)(i).

"***Title Dispute***" has the meaning set forth in Section 4.4.

"***Total Consideration***" has the meaning set forth in Section 3.1(a).

"***Transacting Parties***" and "***Transacting Party***" have the meanings set forth in the Preamble.

"***Transaction Documents***" shall mean those documents executed and delivered pursuant to or in connection with this Agreement.

"***Transfer Tax***" means any sales, use, excise, real property transfer, registration, documentary, stamp, recording fees and similar Taxes or fees arising from the transactions contemplated by this Agreement.

"***Treasury Regulations***" means the regulations promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to sections of Treasury Regulations shall include any corresponding provision or provisions of succeeding, similar, substitute, proposed or final Treasury Regulations.

"***Units***" has the meaning given to such term in the LLC Agreement.

"***Well Imbalance***" shall mean any imbalance at the wellhead between the amount of Hydrocarbons produced from a Linn Well or Citizen Well and allocable to the interests of Linn or Citizen, as applicable, therein and the shares of production from the relevant Linn Well or Citizen Well to which Linn or Citizen, as applicable, is entitled, together with any appurtenant rights and obligations concerning future in kind and/or cash balancing at the wellhead.

"***Woodford Formation***" means:

(a) as to Leases within the Merge Area, means the interval from the stratigraphic equivalent of the top of the Woodford Formation, as defined at 10,338' measured depth on the Array Induction Shallow Focused Electric Log taken on July 11, 2002 in the Dominion Exploration and Production, Inc. Braum #3-17 well located in the S/2 SW NE SW of Section 17-10N-6W in Grady County, Oklahoma to the stratigraphic equivalent of the base of the Woodford Formation, as defined at 10,486' measured depth on the same log; and

(b) as to Leases within the SCOOP Area, means the interval from the stratigraphic equivalent of the top of the Woodford Formation, as defined at 10,232' measured depth on the Array Induction Shallow Focused Electric Log taken on September 29, 1998 in the Lance Ruffel Oil & Gas Simpson #1-14 well located in the E/2 W/2 NW of Section 14-5N-4W in McClain County, Oklahoma to the stratigraphic equivalent of the base of the Woodford Formation, as defined at 10,440' measured depth on the same log.

"***Working Interest***" means, with respect to any (i) Linn Well (subject to any reservations, limitations or depth restrictions set forth on Schedule 3.4B (Part I)) or Citizen Well (subject to any reservations, limitations or depth restrictions set forth on Schedule 3.4B (Part II)), the percentage interest in and to such Linn Well (subject to any reservations, limitations or depth restrictions set forth on Schedule 3.4B (Part I)) or Citizen Well (subject to any reservations, limitations or depth restrictions set forth on Schedule 3.4B (Part II)), or (ii) any Linn Lease (subject to any reservations, limitations or depth restrictions set forth on Exhibit A-1 (Part I) and/or Schedule 3.4A) or Citizen Lease (subject to any reservations, limitations or depth restrictions set forth on Exhibit A-1 (Part II) and/or Schedule 3.4A), as applicable, that is burdened with the obligation to bear and pay costs and expenses of maintenance, development and operations on or in connection with such Linn Well or Citizen Well or Linn Lease or Citizen Lease, as applicable, but without regard to the effect of any Burdens.

"***Zone Average NRI***" means, in the case of any Target Formation in any Governmental Section, the Zone Average NRI for such Target Formation in such Governmental Section set forth on Exhibit H attached hereto.

"***Zone NRI Value***" means, in the case of any Target Formation in any Governmental Section, the Zone NRI Value for such Target Formation in such Governmental Section set forth on Exhibit H attached hereto.

"***Zone Price***" means, in the case of any Governmental Section, the price per Net Acre for any Lease within such Governmental Section (on a Target Formation basis), in each case, as set forth on Exhibit H attached hereto.

Exhibit 10.13

Execution Version

FIRST AMENDMENT TO CONTRIBUTION AGREEMENT

THIS FIRST AMENDMENT TO CONTRIBUTION AGREEMENT (this "***Amendment***") is made and entered into this 31st day of August, 2017, by and among Linn Energy Holdings, LLC, a Delaware limited liability company ("***LEH***"), Linn Operating, LLC, a Delaware limited liability company ("***LOI***" and together with LEH, "***Linn***"), Citizen Energy II, LLC, an Oklahoma limited liability company ("***Citizen***"), and Roan Resources, LLC, a Delaware limited liability Company ("***Company***"). Linn, Citizen and Company are sometimes referred to collectively as the "***Parties***" and individually as a "***Party***." Capitalized terms used but not defined in this Amendment will have the meanings given to such terms in the Contribution Agreement (defined below).

RECITALS

WHEREAS, the Parties entered into that certain Contribution Agreement, dated as of June 27, 2017 (the "***Contribution Agreement***").

WHEREAS, the Parties desire to amend and modify certain terms and conditions of the Contribution Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained, the benefits to be derived by each Party, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. ***Linn Additional Leases***.

a. Subpart (ii) of the definition of "***Linn Additional Leases***" is hereby deleted in its entirety and replaced and substituted with the following for all purposes: "…, (ii) after April 1, 2017 and prior 5:00 pm (Central Time) on October 27, 2017, as long as Linn has entered into a definitive agreement to acquire such interest prior to the Closing (for which both written notice of, and a copy of, such definitive agreement (including all exhibits) has been provided to Citizen prior to Closing); or, alternatively, other oil and gas leases identified to Citizen by Linn prior to Closing as Linn Additional Leases for which there is a commitment to acquire but the acquisition has not closed, such as with regard to leases that have been executed but have not been released to Linn pending payment of the bonus, or leases to be acquired in connection with a pending OCC pooling order, or leases acquired by a broker (insofar as the acquisition by the broker was prior to Closing) for which the broker owes Linn an assignment thereof (insofar as the documentation and instruments evidencing such commitments relative to these other leases have been provided to Citizen in writing on or before 5:00 pm Central Time on the date that is seven (7) Business Days after Closing),…" (any such Linn Additional Lease acquired under subpart (ii) of the definition for such term is referred to herein as a "***Deferred Linn Additional Lease***").

b. Notwithstanding anything to the contrary in Section 4.2(e)(i) of the Contribution Agreement, with respect to each Linn Additional Lease that was not listed on Exhibit A-5-1 as of the date the Contribution Agreement was executed (individually, a "***Subsequent Linn Additional Lease***", and collectively, the "***Subsequent Linn Additional Leases***"), Linn shall be deemed to be in compliance with its disclosure obligations in Section 4.2(e)(i) of the Contribution Agreement with respect to such Subsequent Linn Additional Lease to the extent it provides the information required in Section 4.2(e)(i) of the Contribution Agreement with respect to such Linn Additional Lease on or before the day that is 15 Business Days after the Closing, provided that in the case of any Deferred Linn Additional Lease, Linn shall be deemed to be in compliance with its disclosure obligations in Section 4.2(e)(i) of the Contribution Agreement with respect to such Deferred Linn Additional Lease to the extent it provides the information required by Section 4.2(e)(i) of the Contribution Agreement with respect to such Deferred Linn Additional Lease on or before the day that is the earlier of five (5) Business Days after such Party's acquisition of such Deferred Linn Additional Lease and October 27, 2017.

c. Notwithstanding anything to the contrary in the Contribution Agreement, (i) the Review Period for any Linn Additional Lease other than an Initial Linn Additional Lease shall expire on November 30, 2017, and the Title Cure Period for any such Linn Additional Lease shall expire on December 7, 2017; and (ii) the Review Period for any Initial Linn Additional Lease expired on August 28, 2017.

d. Notwithstanding anything to the contrary in the Contribution Agreement, "Linn Cost Credited Asset Acquisition Costs" shall exclude all actual attorneys' fees, broker fees, abstract costs, title opinion costs, title curative costs and other associated Third Party costs of due diligence incurred by the applicable Party in connection with the acquisition of any Linn Cost Credited Lease and associated Linn Additional Asset, and shall instead be deemed to include $100 of such Third Party due diligence costs per Net Acre of each relevant Linn Cost Credited Lease.

e. The term "***Initial Linn Additional Lease***" shall mean any Linn Additional Lease that was listed on Exhibit A-5-1 as of the date the Contribution Agreement was executed.

2. ***Citizen Additional Leases***.

a. Subpart (ii) of the definition of "***Citizen Additional Leases***" is hereby deleted in its entirety and replaced and substituted with the following for all purposes: "…, (ii) after April 1, 2017 and prior 5:00 pm (Central Time) on October 27, 2017, as long as Citizen has entered into a definitive agreement to acquire such interest prior to the Closing (for which both written notice of, and a copy of, such definitive agreement (including all exhibits) has been provided to

Linn prior to Closing); or, alternatively, other oil and gas leases identified to Linn by Citizen prior to Closing as Citizen Additional Leases for which there is a commitment to acquire but the acquisition has not closed, such as with regard to leases that have been executed but have not been released to Citizen pending payment of the bonus, or leases to be acquired in connection with a pending OCC pooling order, or leases acquired by a broker (insofar as the acquisition by the broker was prior to Closing) for which the broker owes Citizen an assignment thereof (insofar as the documentation and instruments evidencing such commitments relative to these other leases have been provided to Linn in writing on or before 5:00 pm Central Time on the date that is seven (7) Business Days after Closing),…" (any such Citizen Additional Lease acquired under subpart (ii) of the definition for such term is referred to herein as a "***Deferred Citizen Additional Lease***").

b. Notwithstanding anything to the contrary in Section 4.3(e)(i) of the Contribution Agreement, with respect to each Citizen Additional Lease that was not listed on Exhibit A-5-2 as of the date the Contribution Agreement was executed (individually, a "***Subsequent Citizen Additional Lease***", and collectively, the "***Subsequent Citizen Additional Leases***"), Citizen shall be deemed to be in compliance with its disclosure obligations in Section 4.3(e)(i) of the Contribution Agreement with respect to such Subsequent Citizen Additional Lease to the extent it provides the information required in Section 4.3(e)(i) of the Contribution Agreement with respect to such Citizen Additional Lease on or before the day that is 15 Business Days after the Closing, provided that in the case of any Deferred Citizen Additional Lease, Citizen shall be deemed to be in compliance with its disclosure obligations in Section 4.3(e)(i) of the Contribution Agreement with respect to such Deferred Citizen Additional Lease to the extent it provides the information required by Section 4.3(e)(i) of the Contribution Agreement with respect to such Deferred Citizen Additional Lease on or before the day that is the earlier of five (5) Business Days after such Party's acquisition of such Deferred Citizen Additional Lease and October 27, 2017.

c. Notwithstanding anything to the contrary in the Contribution Agreement, (i) the Review Period for any Citizen Additional Lease other than an Initial Citizen Additional Lease shall expire on November 30, 2017, and the Title Cure Period for any such Citizen Additional Lease shall expire on December 7, 2017; and (ii) the Review Period for any Initial Citizen Additional Lease expired on August 28, 2017.

d. Notwithstanding anything to the contrary in the Contribution Agreement, "Citizen Cost Credited Asset Acquisition Costs" shall exclude all actual attorneys' fees, broker fees, abstract costs, title opinion costs, title curative costs and other associated Third Party costs of due diligence incurred by the applicable Party in connection with the acquisition of any Citizen Cost Credited Lease and associated Citizen Additional Asset, and shall instead be deemed to include $100 of such Third Party due diligence costs per Net Acre of each relevant Citizen Cost Credited Lease.

e. The term "***Initial Citizen Additional Lease***" shall mean any Citizen Additional Lease that was listed on Exhibit A-5-2 as of the date the Contribution Agreement was executed.

3. ***Subsequent Closing***. Notwithstanding anything to the contrary in the Contribution Agreement, (i) the Parties shall not contribute and convey the Citizen Additional Assets (other than the Initial Citizen Additional Leases and related Citizen Additional Assets) or Linn Additional Assets (other than the Initial Linn Additional Leases and related Linn Additional Assets) at the initial Closing to be held on the Scheduled Closing Date, and (ii) the Parties shall have a subsequent Closing with regard to all Deferred Linn Additional Leases and Deferred Citizen Additional Leases on December 8, 2017.

4. ***Initial Value Closing Adjustments***. Notwithstanding anything to the contrary in the Contribution Agreement, (i) the Parties desire that all adjustments to the Linn Consideration Units and the Citizen Consideration Units be applied in connection with the Post-Closing Linn Statement (and the calculation of the Final Linn Adjustment Amount) and Post-Closing Citizen Statement (and the calculation of the Final Citizen Adjustment Amount), and (ii) the Linn Closing Settlement Statement and Citizen Closing Settlement Statement shall be provided for information purposes only in connection with the initial Closing to be held on the Scheduled Closing Date, but the Preliminary Linn Adjustment Amount and Preliminary Citizen Adjustment Amount shall each be deemed to be zero solely for purposes of initial Closing to be held on the Scheduled Closing Date.

5. ***Curative Process***.

a. Linn hereby designates Justin Vick to be Linn's representative (as such Person may be replaced by Linn by written notice to Citizen from time to time, the "***Linn Curative Representative***") with respect to all matters relating to curative work for any Linn Title Defect or any Citizen Title Defect. Citizen hereby designates Brian Wade to be Citizen's representative (as such Person may be replaced by Citizen by written notice to Linn from time to time, the "***Citizen Curative Representative***") with respect to all matters relating to curative work for any Linn Title Defect or any Citizen Title Defect. The Linn Curative Representative and Citizen Curative Representative shall each use commercially reasonable efforts to discuss, cooperate and mutually agree curative actions (or partially curative actions) proposed by the Linn Curative Representative with respect to Linn Title Defects and by the Citizen Curative Representative with respect to Citizen Title Defects. Each of Linn and Citizen agrees to cause the Company to issue limited powers of attorney to the Linn Curative Representative and the Citizen Curative Representative to implement any curative actions agreed by such Persons. Notwithstanding anything stated

herein to the contrary, (i) nothing herein shall be deemed to limit Linn's or Citizen's rights in Section 4.4 of the Contribution Agreement with respect to Title Disputes, (ii) to the extent the Linn Curative Representative and the Citizen Curative Representative do not mutually agree on the effectiveness of any proposed curative actions (or partially curative actions) to cure the applicable Linn Title Defect or Citizen Title Defect, and a Party provides written notice to the other Party prior to December 7, 2017 that it desires to resolve such dispute as a Title Dispute under Section 4.4 of the Contribution Agreement, then if (A) the Title Arbitrator finds in favor of Linn with regard to the curative action proposed by the Linn Curative Representative being effective to cure (or, as applicable, partially cure) the Linn Title Defect in question, then the Title Cure Period for such Linn Title Defect shall be extended for a reasonable period of time (not to exceed seven (7) days after receiving the ruling of the Title Arbitrator) after the ruling of such Title Arbitrator as to the same to allow such Linn Curative Representative to pursue and complete such curative action proposed, and (B) the Title Arbitrator finds in favor of Citizen with regard to the curative action proposed by the Citizen Curative Representative being effective to cure (or, as applicable, partially cure) the Citizen Title Defect in question, then the Title Cure Period for such Citizen Title Defect shall be extended for a reasonable period of time (not to exceed seven (7) days after receiving the ruling of the Title Arbitrator) after the ruling of such Title Arbitrator as to the same to allow such Citizen Curative Representative to pursue and complete such curative action proposed.

6. ***Certain Provisions***. The Parties acknowledge and agree that following Sections of the Contribution Agreement are incorporated herein by reference *mutatis mutandis*: Sections 1.2 (References and Rules of Construction), 17.1 (Governing Law), 17.2 (Conspicuous Language), 17.3 (Dispute Resolution), 17.4 (Counterparts), 17.5 (Notices), 17.6 (Expenses), 17.7 (Waiver; Rights Cumulative), 17.10 (Parties in Interest), 17.11 (Binding Effect), 17.12 (Preparation of Agreement), 17.13 (Severability), 17.14 (Limitation on Damages), 17.15 (Assignment), and 17.9 (Amendment).

7. ***Ratification***. Except as modified by this Amendment, the Contribution Agreement remains in full force and effect in accordance with its terms.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the date first set forth above.

PARTIES:

LINN ENERGY HOLDINGS, LLC

By: /s/ Candice Wells
Name: Candice Wells
Title: Senior Vice President, General Counsel and Corporate Secretary

LINN OPERATING, LLC

By: /s/ Candice Wells
Name: Candice Wells
Title: Senior Vice President, General Counsel and Corporate Secretary

CITIZEN ENERGY II, LLC

By: /s/ James R. Woods
Name: James R. Woods
Title: Manager

ROAN RESOURCES LLC

By: Citizen Energy II, LLC, its sole member

By: /s/ James Woods
Name: James Woods
Title: Manager

Exhibit 10.14

Execution Version

SECOND AMENDMENT TO CONTRIBUTION AGREEMENT

THIS SECOND AMENDMENT TO CONTRIBUTION AGREEMENT (this "***Amendment***") is made and entered into this 31st day of October, 2017, by and among Roan Holdco LLC (as successor in interest to Linn Energy Holdings, LLC ("LEH")), a Delaware limited liability company ("***Roan Holdco***"), Linn Operating, LLC, a Delaware limited liability company ("***LOI***" and together with Roan Holdco, "***Linn***"), Roan Holdings, LLC (as successor in interest to Citizen Energy II, LLC ("Citizen"), a Delaware limited liability company ("***Roan Holdings***"), and Roan Resources, LLC, a Delaware limited liability Company ("***Company***"). Linn, Roan Holdings and the Company are sometimes referred to collectively as the "***Parties***" and individually as a "***Party***." Capitalized terms used but not defined in this Amendment will have the meanings given to such terms in the Contribution Agreement (defined below).

RECITALS

WHEREAS, the Parties entered into that certain Contribution Agreement, dated as of June 27, 2017, which was amended by that certain Second Amendment to Contribution Agreement between the Parties, dated as of August 31, 2017 (as amended, the "***Contribution Agreement***").

WHEREAS, subsequent to execution of the Contribution Agreement and in accordance with the terms of the Amended and Restated Limited Liability Company Agreement of the Company, LEH transferred its member interest in the Company to Roan Holdco and Citizen transferred its member interest in the Company to Roan Holdings.

WHEREAS, the Parties desire to amend and modify certain terms and conditions of the Contribution Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained, the benefits to be derived by each Party, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. ***Linn Title Benefits***.

a. The last sentence of Section 4.2(b) is hereby deleted in its entirety and replaced with the following for all purposes: "Notwithstanding the foregoing, any Linn Title Benefits (i) within a Linn Section included in an asserted Linn Title Defect or (ii) created as a result of curing an asserted Linn Title Defect will be treated as a Linn Title Benefit if asserted prior to the Review Period so long as (x) Linn submits a Linn Title Benefit Notice in compliance with the previous sentence on or before November 30, 2017 or (y) Linn and Citizen agree to the existence and value of the Linn Title Benefit on or before December 7, 2017. The Parties agree that written agreement of the Linn Curative Representative and the Citizen Curative Representative (including agreement by email between the Curative Representatives) will be sufficient evidence of such agreement.

b. For avoidance of doubt no Linn Title Benefit included as a result of this Amendment will not be used in any other manner than to reduce the Linn Title

Defect Amount as described by Section 4.2(d)(iv) of the Contribution Agreement. Linn Title Benefits permitted solely as a result of this Amendment may not be used as Linn Cost Credited Leases.

2. ***Citizen Title Benefits***.

a. The last sentence of Section 4.3(b) is hereby deleted in its entirety and replaced with the following for all purposes: "Notwithstanding the foregoing, any Citizen Title Benefits (i) within a Citizen Section included in an asserted Citizen Title Defect or (ii) created as a result of curing an asserted Citizen Title Defect will be treated as a Citizen Title Benefit if asserted prior to the Review Period so long as (x) Citizen submits a Citizen Title Benefit Notice in compliance with the previous sentence on or before November 30, 2017 or (y) Linn and Citizen agree to the existence and value of the Citizen Title Benefit on or before December 7, 2017. The Parties agree that written agreement of the Linn Curative Representative and the Citizen Curative Representative (including agreement by email between the Curative Representatives) will be sufficient evidence of such agreement.

b. For avoidance of doubt no Citizen Title Benefit included as a result of this Amendment will not be used in any other manner than to reduce the Citizen Title Defect Amount as described by Section 4.3(d)(iv) of the Contribution Agreement. Citizen Title Benefits permitted solely as a result of this Amendment may not be used as Citizen Cost Credited Leases.

3. ***Certain Provisions***. The Parties acknowledge and agree that following Sections of the Contribution Agreement are incorporated herein by reference *mutatis mutandis*: Sections 1.2 (References and Rules of Construction), 17.1 (Governing Law), 17.2 (Conspicuous Language), 17.3 (Dispute Resolution), 17.4 (Counterparts), 17.5 (Notices), 17.6 (Expenses), 17.7 (Waiver; Rights Cumulative), 17.10 (Parties in Interest), 17.11 (Binding Effect), 17.12 (Preparation of Agreement), 17.13 (Severability), 17.14 (Limitation on Damages), 17.15 (Assignment), and 17.9 (Amendment).

4. ***Ratification***. Except as modified by this Amendment, the Contribution Agreement remains in full force and effect in accordance with its terms.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the date first set forth above.

PARTIES:

ROAN HOLDCO LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

LINN OPERATING, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

ROAN RESOURCES LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Operating Committee Member

CITIZEN ENERGY II, LLC

By: /s/ James Woods
Name: James Woods
Title: Vice President – Land

Exhibit 10.15

THIRD AMENDMENT TO CONTRIBUTION AGREEMENT

THIS THIRD AMENDMENT TO CONTRIBUTION AGREEMENT (this "***Amendment***") is made and entered into this 29th day of November, 2017, by and among Linn Energy Holdings, LLC ("***LEH***"), a Delaware limited liability company, Linn Operating, LLC, a Delaware limited liability company ("***LOI***" and together with LEH, "***Linn***"), Citizen Energy II, LLC ("***Citizen***"), an Oklahoma limited liability company, and Roan Resources, LLC, a Delaware limited liability company ("***Company***"). Linn, Citizen and Company are sometimes referred to collectively as the "***Parties***" and individually as a "***Party***." Capitalized terms used but not defined in this Amendment will have the meanings given to such terms in the Contribution Agreement (defined below).

RECITALS

WHEREAS, LEH, LOI, Citizen and Company entered into that certain Contribution Agreement, dated as of June 27, 2017, which was amended by that certain First Amendment to Contribution Agreement between the Parties, dated as of August 31, 2017, and further amended by that certain Second Amendment to Contribution Agreement between the Parties, dated as of October 31, 2017 (as amended, the "***Contribution Agreement***").

WHEREAS, the Parties desire to amend and modify certain terms and conditions of the Contribution Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained, the benefits to be derived by each Party, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. ***Linn Lease Designation Notices and Citizen Lease Designation Notices***.

a. The deadline to submit any Linn Lease Designation Notices under Section 4.2(e)(ii) of the Contribution Agreement shall be the date that the Post-Closing Linn Statement is due, and shall be delivered in connection with (and as part of) the delivery of the delivery of the Post-Closing Linn Statement.

b. The deadline to submit any Citizen Lease Designation Notices under Section 4.3(e)(ii) of the Contribution Agreement shall be the date that the Post-Closing Citizen Statement is due, and shall be delivered in connection with (and as part of) the delivery of the delivery of the Post-Closing Citizen Statement.

c. The Parties acknowledge and agree that notwithstanding Section 17.5 of the Contribution Agreement, email notification shall be sufficient for purposes of providing a Linn Lease Designation Notice and/or Citizen Designation Notice, as applicable.

2. ***Definition of*** "***Linn Substitute Leases***". The definition of "Linn Substitute Leases" is deleted in its entirety and replaced with the following: "***Linn Substitute Leases***" means any Linn Additional Leases utilized to offset Linn Title Defects and Linn Environmental Defects properly asserted by Citizen with respect to the Linn Assets for which the Initial Linn Agreed Value is to be adjusted downward by designating one or more Linn Additional Leases (in whole or in part) to offset the aggregate adjustment for such Linn Title Defects and Linn Environmental Defects, in each case at no cost to the Company or such designee and without Linn receiving any additional Units or any other consideration therefor from the Company or such designee.

3. ***Definition of*** "***Citizen Substitute Leases***". The definition of "Citizen Substitute Leases" is deleted in its entirety and replaced with the following: "***Citizen Substitute Leases***" means any Citizen Additional Leases utilized to offset Citizen Title Defects and Citizen Environmental Defects properly asserted by Linn with respect to the Citizen Assets for which the Initial Citizen Agreed Value is to be adjusted downward by designating one or more Citizen Additional Leases (in whole or in part) to offset the aggregate adjustment for such Citizen Title Defects and Citizen Environmental Defects, in each case at no cost to the Company or such designee and without Citizen receiving any additional Units or any other consideration therefor from the Company or such designee.

4. ***Status of Curative***.

a. (i) On or before December 5, 2017, Linn shall use commercially reasonable efforts to provide, and (ii) in no event later than the Subsequent Closing for the Citizen Additional Leases and the Linn Additional Leases on December 8, 2017, Linn shall provide, written notice delivered by mail or electronically (for which email notification from David Rottino shall be deemed sufficient) to Citizen, acknowledging the following as to each and every Citizen Title Defect asserted by Linn as of such date: (A) which such Citizen Title Defects have been cured, (B) which Citizen Title Defects have been waived, and (C) which Citizen Title Defects remain in dispute (for which a written notice to resolve such dispute as a Title Dispute under Section 4.4 of the Contribution Agreement has been provided prior to the earlier of the date of such notice or December 7, 2017).

b. (i) On or before December 5, 2017, Citizen shall use commercially reasonable efforts to provide, and (ii) in no event later than the Subsequent Closing for the Citizen Additional Leases and the Linn Additional Leases on December 8, 2017, Citizen shall provide, written notice delivered by mail or electronically (for which email notification from James Woods shall be deemed sufficient), acknowledging the following as to each and every Linn Title Defect asserted by Citizen as of such date: (A) which such Linn Title Defects have been cured, (B) which Linn Title Defects have been waived, and (C) which Linn Title Defects remain in dispute (for which a written notice to resolve such dispute as a Title Dispute under Section 4.4 of the Contribution Agreement has been provided prior to the earlier of the date of such notice or December 7, 2017).

c. Prior to the Post-Closing Settlement Date, the Linn Curative Representative and Citizen Curative Representative shall prepare an accounting of the status of all Linn Title Defects and all Citizen Title Defects as of such date, which accounting shall take into account the notifications set forth in this Section 4 and shall note any dispute notices delivered in accordance with the Contribution Agreement. The Parties shall use commercially reasonable efforts to update such accounting until the later to occur of the Final Linn Adjustment Determination Date and the Final Citizen Adjustment Determination Date.

5. ***Conveyance of Exhibit A-1 Leases***. The Parties acknowledge and agree that certain oil and gas leases were intended to be set forth on Exhibit A-1 (Part I) or Exhibit A-1 (Part II), as applicable, but were omitted in error. Such leases shall be included in the conveyances to be delivered at the subsequent closing on December 8, 2017. To the extent the conveyance of such oil and gas leases cures or partially cures any asserted Linn Title Defect or Citizen Title Defect, as applicable, such cure or partial cure shall be set forth in the accounting set forth in Section 4 above.

6. ***Certain Provisions***. The Parties acknowledge and agree that following Sections of the Contribution Agreement are incorporated herein by reference *mutatis mutandis*: Sections 1.2 (References and Rules of Construction), 17.1 (Governing Law), 17.2 (Conspicuous Language), 17.3 (Dispute Resolution), 17.4 (Counterparts), 17.5 (Notices), 17.6 (Expenses), 17.7 (Waiver; Rights Cumulative), 17.10 (Parties in Interest), 17.11 (Binding Effect), 17.12 (Preparation of Agreement), 17.13 (Severability), 17.14 (Limitation on Damages), 17.15 (Assignment), and 17.9 (Amendment).

7. ***Ratification***. Except as modified by this Amendment, the Contribution Agreement remains in full force and effect in accordance with its terms.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the date first set forth above.

PARTIES:

LINN ENERGY HOLDINGS, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

LINN OPERATING, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

ROAN RESOURCES LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Operating Committee Member

CITIZEN ENERGY II, LLC

By: /s/ James Woods
Name: James Woods
Title: Vice President – Land

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
ROAN RESOURCES LLC
a Delaware limited liability company

August 31, 2017

THE MEMBER INTERESTS (AS DEFINED HEREIN) AND ASSOCIATED UNITS (AS DEFINED HEREIN) EVIDENCED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT (AS DEFINED HEREIN) OR UNDER THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION. SUCH MEMBER INTERESTS AND ASSOCIATED UNITS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE OR OTHER SECURITIES LAWS, PURSUANT TO REGISTRATION THEREUNDER OR EXEMPTION THEREFROM. IN ADDITION, TRANSFER OR OTHER DISPOSITION OF SUCH MEMBER INTERESTS AND ASSOCIATED UNITS IS FURTHER RESTRICTED AS PROVIDED IN THIS AGREEMENT. PURCHASERS OF MEMBER INTERESTS AND ASSOCIATED UNITS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

TABLE OF CONTENTS

APPENDICES

EXHIBITS

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
ROAN RESOURCES LLC
a Delaware limited liability company

This **AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT** (as the same may be amended from time to time in accordance herewith, this "***Agreement***") of **ROAN RESOURCES LLC**, a limited liability company organized and existing under the laws of the State of Delaware (the "***Company***"), is made and entered into as of August 31, 2017 (the "***Execution Date***"), by and between each of the Persons (as hereinafter defined) listed on Appendix II.

RECITALS

WHEREAS, on May 30, 2017 (the "***Formation Date***"), the Company was formed as a Delaware limited liability company by the filing of a Certificate of Formation (the "***Formation Certificate***") with the Secretary of State of the State of Delaware in accordance with the provisions of the Delaware Act, and on June 27, 2017, the sole member of the Company entered into the Limited Liability Company Agreement of the Company (the "***Original LLC Agreement***");

WHEREAS, on June 27, 2017, Linn Energy Holdings, LLC, a Delaware limited liability company ("***LEH***"), Linn Operating, LLC, a Delaware limited liability company ("***LOI***" and, together with LEH, "***Linn***"), Citizen Energy II, LLC, an Oklahoma limited liability company ("***Citizen***" and, together with Linn, the "***Parties***"), and the Company entered into that certain Contribution Agreement (as the same may be amended, modified or supplemented from time to time, the "***Contribution Agreement***"), pursuant to which, among other things, the Members agreed to contribute certain assets set forth therein to the Company in exchange for the Member Interests set forth herein; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Contribution Agreement (such consummation, the "***Closing***"), the Parties desire to amend and restate the Original LLC Agreement in its entirety as set forth herein.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Execution Date, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS AND CONSTRUCTION

Section 1.1 Defined Terms. In addition to the terms defined in the introductory paragraph and the recitals to this Agreement, for purposes hereof, the capitalized terms used herein and not otherwise defined shall have the meanings set forth in Appendix I.

Section 1.2 References and Rules of Construction. All references in this Agreement to Exhibits, Appendices, Articles, Sections, subsections and other subdivisions refer to the corresponding Exhibit, Appendix, Article, Section, subsection and other subdivision of or to this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any Articles, Sections, subsections or other subdivisions of this Agreement are for convenience only, do not constitute any part of this Agreement and shall be disregarded in construing the language hereof. The words "this Agreement," "herein," "hereby," "hereunder" and "hereof," and words of similar import, refer to this Agreement as a whole and not to any particular Article, Section, subsection or other subdivision unless expressly so limited. The words "this Article," "this Section" and "this subsection," and words of similar import, refer only to the Article, Section or subsection hereof in which such words occur. The word "including" (in its various forms) means "including without limitation." The word "U.S." means the United States of America, the word "Federal" means U.S. federal and the word "State" means any U.S. state. All references to "$" or "dollars" shall be deemed references to U.S. Dollars. Each accounting term not defined herein shall have the meaning given to it under GAAP. Pronouns in masculine, feminine or neuter genders shall be construed to state and include any other gender, and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Appendices and Exhibits referred to herein are attached hereto and incorporated by reference herein. References to any Law or agreement shall mean such Law or agreement as it may be amended from time to time.

ARTICLE 2
ORGANIZATION

Section 2.1 Formation. The Company was formed as a Delaware limited liability company on the Formation Date by the filing of the Formation Certificate with the Secretary of State of the State of Delaware. A copy of the Formation Certificate is attached hereto as Exhibit A. The Parties desire to continue the Company for the purposes and upon the terms and conditions set forth herein.

Section 2.2 Name. The name of the Company is "Roan Resources LLC" and all business of the Company shall be conducted under such name or under any other name approved by the Board.

Section 2.3 Term. The Company commenced on the Formation Date and shall continue until dissolved in accordance with the provisions of the Delaware Act and this Agreement.

Section 2.4 Registered Agent. The Company's initial registered office in the State of Delaware shall be located at 1675 South State Street, Suite B, Dover, Kent County, Delaware 19901. The registered agent at such address is Capitol Services, Inc. The Board may change the Company's registered agent and registered office in the State of Delaware from time to time.

Section 2.5 Principal Office. The Company's initial principal office shall be determined by the Board. The Company's principal office, which need not be in Delaware, may be changed with the approval of the Board from time to time. The Company may have such other places of business as the Board may designate.

Section 2.6 Business and Purpose; Power. The business and purpose of the Company is to (a) acquire, explore and develop oil and gas interests in the area set forth on Exhibit B (the "***AMI***"), (b) produce and sell oil and gas therefrom, and (c) engage in and carry on any lawful business, purpose or activity ancillary or related thereto allowed under the Delaware Act. The Company shall possess and may exercise all of the powers and privileges under the Delaware Act or by any other applicable Law and may perform all things necessary or incidental to, or connected with or growing out of, those activities in accordance with this Agreement.

Section 2.7 Qualifications in Other Jurisdictions. The officers of the Company (each an "***Officer***" and collectively, the "***Officers***") shall cause the Company to be qualified, formed or registered under assumed or fictitious name or similar Laws as may be required under applicable Law in any jurisdiction in which the Company transacts business. The Officers shall execute, deliver and file any certificates (and any amendments or restatements thereof) necessary or appropriate for the Company to qualify and continue to do business in a jurisdiction in which the Company may wish to conduct business. At the request of the Board, each Member shall execute, acknowledge, swear to and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue and/or terminate the Company as a foreign entity in all such jurisdictions in which the Company may conduct business; *provided* that no Member shall be required to submit to the personal jurisdiction of any such foreign jurisdiction in connection therewith.

Section 2.8 No State Law Partnership. The Members intend that (a) the Company shall not constitute a partnership (including a limited partnership) or joint venture, (b) that no Member constitutes an agent, partner or joint venturer of any other Member for any purposes other than United States federal, state and local income tax purposes, if applicable, and (c) this Agreement shall not create any agency or other relationship creating fiduciary or quasi-fiduciary duties of any Member to the Company or any of its Subsidiaries or to any other Member and, in each case, this Agreement may not be construed to suggest otherwise. This Agreement shall not subject the Members to joint and several or vicarious liability or impose any duty, obligation or liability that would arise therefrom with respect to any or all of the Members or the Company.

Section 2.9 Other Business Pursuits; Competing Investments.

(a) Each Member acknowledges and agrees that, subject to Sections 2.9(b) and 12.9, but otherwise to the fullest extent permitted by Law, (i) each other Member and such other Member's Affiliates (each, a "***Competing Person***") may engage or invest in, and devote their time to, such other business ventures, opportunities or activities as such Competing Persons may choose, whether or not any such venture, opportunity or activity is considered competitive with any of the Company Entities or their respective businesses and whether or not any Company Entity, each other Member or such other Member's Affiliates participate in any such venture, opportunity or activity without providing the applicable Company Entity, each other Member or such other Member's Affiliates the right to participate in such other venture, opportunity or activity (such rights of the Competing Persons, collectively, the "***Right to Compete***"), (ii) none of the Company Entities, any Member nor any Member's Affiliates shall have any right by virtue of this Agreement or the relationship created hereby in or to any such other venture, opportunity or activity (or to the income or proceeds derived therefrom), notwithstanding any duty (fiduciary or otherwise) existing at Law or in equity, and (iii) the

pursuit of any such other venture, opportunity or activity shall not be deemed wrongful or improper or a violation of this Agreement or of any duty (fiduciary or otherwise) existing at Law or in equity. Subject to Section 2.9(b), the Right to Compete of each Competing Person shall not require notice to, approval from or any other sharing with any other Member or Company Entity. Subject to Sections 2.9(b) and 12.9, but otherwise to the fullest extent permitted by Law, the legal doctrines of "corporate opportunity," "business opportunity" and similar doctrines shall not be applied to any such other venture, opportunity or activity in which any Competing Person may engage or invest or to which any Competing Person may devote its time. Notwithstanding the foregoing, title to the Assets shall be deemed to be owned by the Company (or any of its Subsidiaries) as an entity, and no Member, Manager or Officer or any other Subsidiary of the Company shall have any ownership interest in such Assets, and no Competing Person shall have any authority or otherwise be entitled to use any Asset in exercising the Right to Compete of such Competing Person.

(b) Notwithstanding Section 2.9(a), until an IPO or Breakup, none of the Members, any of their respective Affiliates or Subsidiaries, or any of their respective direct or indirect Transferees, may make any debt, equity or other investment in, or directly or indirectly control, own an economic interest in, or directly or indirectly operate or otherwise participate in the management of, any upstream oil or gas assets (excluding minerals or royalties) within the AMI (for the avoidance of doubt, excluding Midstream Assets) without first presenting in writing such investment opportunity to the Board (a "***Competing Opportunity Notice***") and allowing the Company an opportunity to participate in such investment opportunity for the benefit of the Company on economic and ownership terms materially no less favorable than those available to such Person; *provided*, that this Section 2.9(b) shall not apply to (i) curative acquisitions by a Member or its Affiliates pursuant to and in accordance with the Contribution Agreement, or (ii) the acquisition or ownership, directly or indirectly, of less than 10% of the voting securities of a publicly traded Person. Subject to Section 4.3(c), if a majority of the Managers that were not designated by the Member(s) delivering the Competing Opportunity Notice do not provide their consent to invest in such investment opportunity, which consent may be withheld in their sole discretion, within 30 days of receiving a Competitive Opportunity Notice, or the Company does not close such investment within 90 days upon receipt of such Competitive Opportunity Notice, then such Party shall have an additional 90 days to invest in such project on its own or with others on terms no less favorable than those presented to the Company. After such 90-day period, any proposed investment shall once again be subject to the terms and conditions of this Section 2.9(b) to the extent provided herein.

ARTICLE 3
CAPITALIZATION; UNITS

Section 3.1 Member Interests.

(a) At Closing, LEH will hold a Member Interest evidenced by the number of Units set forth opposite its name on Appendix II, which will result in LEH having the Percentage Interest in the Company as of the Closing set forth opposite its name on Appendix II.

(b) At Closing, Citizen will hold a Member Interest evidenced by the number of Units set forth opposite its name on Appendix II, which will result in Citizen having the Percentage Interest in the Company as of the Closing set forth opposite its name on Appendix II.

Section 3.2 Units. The Member Interests in the Company are divided into units (the "***Units***"). The Company has authorized an aggregate of up to 10,000,000,000 Units that may be held by the Members (the "***Authorized Units***"). The Units that are held by the Members as of the Closing are as set forth on the Member Schedule attached as Appendix II. For the avoidance of doubt, fractional Units shall be permitted to be held by the Members under this Agreement. The Units shall not be certificated.

Section 3.3 Capital Contributions.

(a) Initial Capital Contributions by Linn Parties and Citizen Parties. Pursuant to the Contribution Agreement and in exchange for their respective initial Member Interests, (i) Linn has made an initial Capital Contribution to the Company of the Linn Assets, and (ii) Citizen has made an initial Capital Contribution to the Company of the Citizen Assets.

(b) Additional Member Capital Contributions. Except as may be required by the most recent Annual Plan approved by the Board or pursuant to Section 9.1(d)(iv), no Member shall be obligated to make or commit to make any Capital Contributions to the Company without its prior written consent. From time to time, the Members may, but shall not be obligated to, make other additional Capital Contributions in amounts that the Board may request in writing pursuant to any formal action by the Board to request such contributions in the manner set forth in Section 4.3(a)(v), and in connection with any Capital Contributions so made, the Company shall issue Units to the Members in respect thereof in accordance with Section 3.2. Any such additional Capital Contributions shall be made in proportion to each Member's respective Percentage Interests. To the extent one or more Members do not make additional Capital Contributions pursuant to this Section 3.3(b), or such additional Capital Contributions are not made in proportion to such Member's respective Percentage Interests (in each case, other than in the event of a Default as provided in Section 3.4), then each Member's Percentage Interest shall be adjusted based on the Units issued in exchange for such Capital Contributions and the application of the formula contained in the definition of "Percentage Interest" set forth herein.

(c) Loans by Members. No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable Law or the express provisions of this Agreement. Any Member may make loans to the Company on terms approved by the Board, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

Section 3.4 Defaults.

(a) In the event that a Member provides its written consent to make a Capital Contribution in accordance with Section 3.3(b) or is required to make a Capital Contribution pursuant to Section 9.1(d)(iv) (each, a "***Supplemental Capital Contribution***") or has otherwise committed to make a Capital Contribution under an Annual Plan (each, a "***Planned Capital***

Contribution") but fails to make such Capital Contribution to the Company in full when due in accordance with the terms of this Agreement and such failure is not cured within 15 Business Days of such Member's receipt of written notice from the Company in respect thereof (such event a "***Default***" and such Member a "***Defaulting Member***"), then the amount of the Capital Contribution that is in default ("***Defaulted Commitment***") shall accrue interest at the Default Rate from the date due until the earlier of (i) the date such Member pays the full amount of the Defaulted Commitment or (ii) the date Default Loans are made to such Member as provided herein (following which time such Default Loans shall bear interest in the manner described below). A Default by a Member shall be deemed to also be a Default by any other Members that are Affiliates of such Defaulting Member.

(b) If a Member commits a Default, and such Default is not cured within 15 Business Days of the written notice of the Default to such Member, then distributions that would be made to such Defaulting Member in accordance with this Agreement shall be withheld by the Company for the purpose of offsetting the Defaulting Member's Defaulted Commitment until all amounts owed by the Defaulting Member are paid in full.

(c) The Company may, in its sole discretion, upon at least 10 Business Days' notice, request each non-defaulting Member to advance to the Company its respective pro rata portion of a Defaulted Commitment. Any advance made by a non-defaulting Member ("***Advancing Member***") shall constitute a loan ("***Default Loan***") from the Advancing Member to the Defaulting Member, the proceeds of which shall be used to pay the amount of the Defaulted Commitment. Any Default Loan shall be payable on demand by the Defaulting Member and accrue interest at the Default Rate. Any Default Loan made by a Member shall have the effect of reducing any future Capital Contributions required to be made by such Member under this Agreement to the extent that the Default Loan has not been repaid in accordance with Section 3.4(d).

(d) The Company shall pay and distribute all amounts that the Company would otherwise distribute to a Defaulting Member as follows and in the following order of priority: (i) first, to the Company to pay the costs and expenses incurred as a result of the Default; (ii) second, to the Advancing Members to repay any related Default Loans, with interest; (iii) third, to the Company to pay interest accrued on the amount in default pursuant to Section 3.4(a); (iv) fourth, to the Company to pay the amount in default (to the extent it has not been paid out of the proceeds of a Default Loan); and (v) fifth, to the Defaulting Member (to the extent of any remaining amounts). All payments made pursuant to this Section 3.4(d) shall be deemed for all purposes of this Agreement to have been distributed or paid to the Defaulting Member.

(e) In addition to the remedies described above, in the event of a Default with respect to a Planned Capital Contribution, the Company may, in its sole discretion, upon at least 10 Business Days' notice, request each non-defaulting Member to make an additional Capital Contribution in an amount equal to its respective pro rata portion of the Defaulted Commitment. To the extent one or more Members make additional Capital Contributions pursuant to this Section 3.3(e), then each Member's Percentage Interest shall be adjusted based on the Units issued in exchange for such Capital Contributions and the application of the formula contained in the definition of "Percentage Interest" set forth herein. Also, while in Default of a Planned

Capital Contribution, the Defaulting Member shall not be entitled to vote its Member Interest on matters pertaining to the Company, any Manager designated by such Defaulting Member shall not have the right to vote on, and such Manager's vote shall not be required for, any Board action and such Manager's presence shall not be required for purposes of determining the presence of a quorum, until all amounts owed by the Defaulting Member are paid in full.

(f) The remedies provided for in this Section 3.4 are not exclusive, but are cumulative and in addition to any other rights or remedies the Company or the non-defaulting Members may have at law or in equity against a Defaulting Member. In no event shall the exercise of any of the remedies provided for in this Section 3.4 release a Defaulting Member from its continuing obligation to make any Capital Contributions required under this Agreement.

Section 3.5 No Resignation or Expulsion. A Member may not take any action to resign, withdraw or retire as a Member voluntarily, and a Member may not be expelled or otherwise be removed involuntarily as a Member, prior to the dissolution and winding up of the Company, other than as a result of a permitted Transfer of all of such Member's Member Interest and associated Units in accordance with Article 8 and each of the transferees of such Member Interest and associated Units being admitted as a Substitute Member. A Member shall cease to be a Member only in the manner described in Article 8.

Section 3.6 Section 704(b) Capital Accounts.

(a) A separate capital account (a "***Capital Account***") shall be established and maintained for each Member in accordance with the requirements of Treasury Regulation Section 1.704-1(b)(2)(iv). Each Member's Capital Account (i) shall be increased by (A) the amount of money contributed by such Member to the Company, (B) the initial Book Value of property contributed by such Member to the Company (net of liabilities secured by the contributed property that the Company is considered to assume or take subject to under Code Section 752), (C) allocations to such Member of Profits pursuant to Section 9.2(a) and any other items of income or gain allocated to such Member pursuant to Section 9.2(b), and (D) any other increases allowed or required by Treasury Regulation Section 1.704-1(b)(2)(iv), and (ii) shall be decreased by (A) the amount of money distributed to such Member by the Company, (B) the Book Value of property distributed to such Member by the Company (net of liabilities secured by the distributed property that such Member is considered to assume or take subject to under Code Section 752), (C) allocations to such Member of Losses pursuant to Section 9.2(a) and any other items of loss or deduction allocated to such Member pursuant to Section 9.2(b), and (D) any other decreases allowed or required by Treasury Regulation Section 1.704-1(b)(2)(iv). A Member that has more than one class or series of Units shall have a single Capital Account that reflects all such Units; *provided*, *however*, that the Capital Accounts shall be maintained in such manner as will facilitate a determination of the portion of each Capital Account attributable to each class or series of Units.

(b) In the event of a Transfer of Units made in accordance with this Agreement, the Capital Account of the Transferor that is attributable to the transferred Units shall carry over to the Transferee Member in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(*l*).

ARTICLE 4
MANAGEMENT OF THE COMPANY

Section 4.1 Board of Managers; Board Composition.

(a) Except (i) as otherwise expressly set forth in Section 4.5 or (ii) as required under the Delaware Act, the Members delegate full and complete authority, power and discretion to the board of managers of the Company (the "***Board***") to manage, operate and control the business, affairs and Assets of the Company Entities.

(b) The Board shall consist of eight managers appointed by the Members (collectively, the "***Managers***"). LEH shall be entitled to elect four natural persons to serve as Managers (collectively, the "***Linn Manager Group***") and Citizen shall be entitled to elect four natural persons to serve as Managers (collectively, the "***Citizen Manager Group***"). The Board shall appoint one of the Managers to serve as the Chairman of the Board (the "***Chairman***"). Upon appointment of a Chief Executive Officer, the Board may appoint such Chief Executive Officer as a Manager of the Board such that the Board would be expanded to nine (9) Managers, *provided* that, upon such appointment, all decisions of the Board would continue to require the voting standard applied by Section 4.2(a). For the avoidance of doubt, prior to the IPO Execution Date, each of LEH and Citizen will retain the right to appoint the Linn Manager Group and the Citizen Manager Group, respectively, regardless of any Transfers of less than 100% of their respective Member Interests. The initial Managers designated by each of LEH and Citizen are set forth on Appendix III.

(c) A number of observers and advisors equal to the number of Managers designated by such Member may attend Board meetings in a non-voting capacity; *provided* that each such observer and advisor acknowledges and agrees that any information received by such Person shall be used only for the purpose of evaluating the matters discussed at such meeting or advising a Member with respect to its rights and obligations hereunder, and that:

(i) the Company reserves the right to exclude each observer or advisor from access to any material or meeting or portion thereof if the Company believes upon advice of counsel that such exclusion is reasonably necessary to preserve the attorney-client privilege or to protect highly confidential proprietary information; and

(ii) any such designees, as a condition of each such designee becoming an observer, shall each enter into a confidentiality and non-disclosure agreement in form and substance reasonably acceptable to the Company, which agreement shall provide for, among other things, usual and customary confidentiality and non-disclosure obligations in respect of any information obtained in such person's capacity as an observer.

(d) The Managers need not be residents of the State of Delaware. Each Manager shall hold office until such Manager's successor shall be duly designated or until such Manager's earlier death, removal or resignation. Each Founding Member Group shall have the right to change its Managers at any time by giving notice of such change to the Company and each other Member, and such change shall be effective as of the date specified in such notice.

(e) A Person that serves as a Manager shall not be required to be a Manager as his/her sole and exclusive occupation, and Managers may have other business interests and may engage in other investments, occupations and activities in addition to those relating to the Company.

(f) A Manager may resign from the position of Manager at any time by giving written notice to the Members and the Chief Executive Officer. The resignation of a Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(g) A Manager may be removed or replaced at any time from the Board, with or without cause, upon and only upon the written request of such Member entitled to elect such Manager in accordance with Section 4.1(b) (the "***Designating Member***"); *provided* that, if the Chief Executive Officer is appointed as a Manager pursuant to Section 4.1(b), he or she may only be removed upon the written request of the Board. A Manager other than the Chief Executive Officer shall automatically cease to be a Manager immediately after the Person who designated such Manager ceases to be a Member unless such Member's Transferee indicates to the Company its intention to designate the same Manager. This Agreement does not, and is not intended to, confer upon any Manager any rights with respect to continued employment by the Company, and nothing herein should be construed to have created any employment agreement with any Manager.

(h) Any vacancy in the position of a Manager that is created by the death, removal or resignation of a Manager shall be filled by the Designating Member, except with respect to the Chief Executive Officer serving as a Manager, whose Board seat shall be filled by the Board in the event of a vacancy. A Manager designated to fill a vacancy shall hold office until a successor shall be designated, or until such Manager's earlier death, removal or resignation. In the event that the Designating Member shall fail to designate in writing a representative to fill a vacant Manager position on the Board, and such failure shall continue for more than 30 days after written notice from the Company to the Designating Member with respect to such failure, then the vacant position shall be filled by an individual designated by the Managers then in office; *provided* that such individual shall be removed from such position if the Designating Member so directs and simultaneously designates a new Manager.

(i) A Manager shall not be entitled to any direct compensation from the Company for serving as a Manager. The Company shall be responsible for all out-of-pocket costs and expenses incurred by its Managers in their capacities as Managers. Nothing contained in this Section 4.1(i) shall be construed to preclude any Manager from serving the Company in any other capacity and receiving reasonable compensation for such services.

Section 4.2 Voting; Quorum; Meetings; Committees.

(a) Voting. Each Manager shall be entitled to one vote. Subject to Sections 2.9(b), 3.4(b) and 4.3(c), on all matters requiring the vote or action of the Board, any action undertaken by the Board (whether conducted at a meeting or by written consent) must be authorized by the majority vote of all Managers, including at least two Managers of each of the Linn Manager Group and the Citizen Manager Group.

(b) Quorum. Subject to Sections 3.4(b) and 4.3(c), the presence (either in person or by remote communication or proxy pursuant to Section 4.2(c)(v)) of a majority of the Managers (including at least two Managers of each of the Linn Manager Group and Citizen Manager Group) shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board.

(c) Meetings of the Board.

(i) *Meetings*. The Board shall meet at least once per Calendar Quarter, beginning with the Calendar Quarter after which the Closing occurs, or more frequently as the Board may determine. All meetings of the Board shall be held at the principal offices of the Company, or elsewhere as the Board may decide, which alternate location may be within or outside the State of Delaware. The Chief Executive Officer or any Manager may call a meeting of the Board by giving notice to the Managers at least 72 hours in advance of such meeting, unless such notice period is waived by the Managers (the "***Required Notice***").

(ii) *Notice of Meetings; Information*. Each Required Notice shall contain (A) the date, time and location of the meeting, (B) an agenda of the matters and proposals to be considered or voted upon and (C) copies of all proposals to be considered at the meeting, including appropriate supporting information not previously distributed to the Managers (all such information, the "***Required Notice Information***"). A Manager may add matters to the agenda for such meeting by notice to each other Manager, which notice shall include any additional proposals being proposed by such Manager to be considered at the meeting (including appropriate supporting information not previously distributed to the Managers). Upon the request of a Manager, and with the consent of all other Managers, the Board may consider at a meeting a proposal not contained in such meeting agenda. Without the consent of all Managers, the Board may not consider at a meeting any proposal that was not sent to all Managers with the Required Notice and accompanied with the Required Notice Information.

(iii) *Written Consent in Lieu of Meetings.* Any action of the Board or a committee of the Board that could be taken at a meeting may be taken without a meeting by means of a written consent action signed by each of the Managers as would be necessary to approve such action at a meeting. Such consent will have the same force and effect as an affirmative vote at a duly constituted meeting that is cast by those Managers who have signed the consent, and the execution of such consent will constitute attendance or presence in person at a meeting of the Board. Any action taken by written consent will promptly be delivered to any of the Managers who did not sign such written consent.

(iv) *Records of Meetings*. The Secretary shall make a record of each proposal voted on and the results of such voting at such Board meeting. The Secretary shall maintain a minute book containing (A) the original Formation Certificate and all amendments thereto, (B) a record of any committee established by the Board, together with a copy of the rules adopted for such committee and a record of the activities of such committee, (C) a copy of the

minutes of Board and committee meetings, including a record of all Board decisions taken at any Board meeting, (D) a record of all Board decisions taken by written consent, and (E) the then-current Member Schedule. The Secretary shall provide each Member with a copy of the minutes of each Board meeting and committee meeting following approval of such minutes at the next regularly scheduled Board or committee meeting.

(v) *Remote Participation; Proxies*. Managers may attend and participate in any meeting by conference telephone or similar remote communications equipment by which all Persons participating in the meeting can hear each other. Any Manager (whether or not expecting to be absent from a meeting) shall be entitled to designate another Manager as a proxy to act on behalf and in lieu of such Manager with respect to such meeting to the same extent and with the same force and effect as the Manager who has designated such proxy. The proxy shall be provided to the Company prior to any such meeting and shall thereafter be part of the records of the Company.

(vi) *Attendance as Waiver of Notice*. Attendance of any Manager at any meeting of the Board (including by conference telephone or similar remote communication equipment or by proxy to another Manager) shall constitute a waiver of notice of such meeting, except where such Manager attends the meeting and objects to the transaction of any business on the ground that the meeting is not properly called or convened and notifies each other Manager at such meeting of such objection.

(d) Board Committees; Meetings. The Board may establish such committees as it may deem appropriate, together with the rules governing the activities of such committees, including rules governing the purpose of such committee and the period of time for which such committee will exist. Meetings of each committee shall take place as often as the Board or such committee shall determine and shall be held in the principal offices of the Company, or elsewhere as such committee may decide, which alternate location may be within or outside the State of Delaware. Except as set forth in Section 4.2(e), the functions of such committees shall be to serve in an advisory capacity only and such committees shall have no authority to, and shall take no action that would, bind the Company. Each Founding Member Group shall have the right to designate an agreed upon number of representatives to serve on each committee; *provided*, *however*, that a representative of each Founding Member Group shall serve on each committee unless otherwise agreed by each Founding Member Group.

(e) Operating Committee.

(i) Pursuant to, and without limiting the generality of, Section 4.2(d), there is hereby established an operating committee (the "***Operating Committee***") composed of representatives appointed by the Board, subject to the following terms and conditions. The Operating Committee shall consist of six natural persons (each, an "***Operating Committee Member***"), with each Founding Member Group being entitled to appoint three of the Operating Committee Members. The initial Operating Committee Members designated by each of LEH and Citizen are set forth on Appendix IV. Each Operating Committee Member shall hold office until such person's successor shall be duly designated as set forth in this Section 4.2(e) or until such person's earlier death, resignation or removal by the Founding Member Group that appointed such Operating Committee Member. Each Founding Member Group shall have the

right to remove any of its designated Operating Committee Members at any time by giving notice of such removal to the Board, and such change shall be effective as of the date specified in such notice. Any vacancy in the position of an Operating Committee Member shall be filled by a natural person designated by the Founding Member Group that designated the predecessor for such position. Upon appointment of a Chief Executive Officer of the Company by the Board, the Operating Committee shall be expanded by one position and the Chief Executive Officer shall fill such additional position as an Operating Committee Member. Notwithstanding the above, the Chief Executive Officer shall have the right to request the Board to, and the Board shall, dissolve the Operating Committee at any time following his appointment. All decisions of the Operating Committee, whether before or after the appointment of the Chief Executive Officer, shall require the approval of a majority of the Operating Committee Members, which majority must include the affirmative vote of at least one Operating Committee Member appointed by each Founding Member Group.

(ii) Unless otherwise agreed to by the Board, the Operating Committee shall meet at least once per calendar month to (A) discuss operational results and the status of operations, (B) take such action on behalf of the Company, including any necessary delegation to officers, employees, representative and agents of the Company, as necessary to implement the Services (as defined in each of (1) that certain Management Services Agreement, of even date herewith, by and between LOI and the Company (the "***Linn MSA***"), and (2) that certain Management Services Agreement, of even date herewith, by and between Citizen and the Company (the "***Citizen MSA***")), as well as development operations described in the Linn Assets Development Plan (as defined in the Linn MSA) and development operations described in the Citizen Assets Development Plan (as defined in the Citizen MSA) and (C) discuss such other matters as may be reasonably proposed by the Operating Committee Members. All meetings shall be called by any Operating Committee Member giving notice to the other Operating Committee Members at least 48 hours in advance of such meeting, along with an agenda for such meeting (which shall include any items that an Operating Committee Member reasonably requests to have included on such agenda). All meetings shall be held at such location or locations as the Operating Committee determines from time to time; provided that the Operating Committee Members shall be allowed to participate telephonically in any such meeting. Each Operating Committee Member may also bring any advisors it deems appropriate to any meeting of the Operating Committee; provided that notice of the attendance of such advisors at a meeting is provided to each Operating Committee Member at least 24 hours in advance of such meeting. The Operating Committee and the Board may, from time to time, establish other policies and procedures for the Operating Committee.

(iii) The Operating Committee Members shall appoint a secretary that shall take the minutes of each meeting of the Operating Committee, and the minutes of each meeting shall be distributed to the Board within five Business Days after such meeting.

Section 4.3 Actions Requiring Approval of the Board.

(a) Subject to Sections 3.4(b), 4.3(b) and 4.3(c), in addition to such other matters as the Board may from time to time by resolution determine, neither the Company nor any Officer or agent of the Company shall take any of the actions described in this Section 4.3(a) without the prior written approval of the Board:

(i) effect any material change in the business lines of the Company Entities as set forth in Section 2.6;

(ii) acquire another business other than as previously approved in the most recent Annual Plan approved by the Board;

(iii) except to the extent reflected in the most recent Annual Plan approved by the Board, sell or permit the sale, during any Calendar Year, of assets of the Company Entities, with an aggregate value exceeding $50,000 or such other amount determined by a resolution of the Board;

(iv) except to the extent reflected in the most recent Annual Plan approved by the Board, purchase or lease or permit the purchase or lease, during any Calendar Year, of assets with an aggregate value exceeding $50,000 or such other amount determined by a resolution of the Board;

(v) subject to Section 3.3(b), make any calls for additional Capital Contributions by the Members;

(vi) incur any indebtedness for borrowed money in excess of $50,000 in the name of any Company Entity, create any Lien on the Assets or properties of any Company Entity; guaranty or provide surety for the obligations of any third party; or enter into any material amendment with respect to the foregoing;

(vii) settle any claims relating to any Company Entity not covered by insurance involving payment in excess of $50,000 or such other amount as determined by a resolution of the Board;

(viii) modify any material accounting policies of any Company Entity, except as required by regulatory authorities or any Company Entity's independent accountants;

(ix) except as contemplated by the Master Services Agreement and the Contribution Agreement and except for Transfers of Member Interests in accordance with the terms of this Agreement, enter into any transactions with any Affiliate of any Member;

(x) cause the removal of any Officer elected or approved by the Board;

(xi) subject to Section 4.7(b), approve any Annual Plan or any other budget of the Company or any amendments or alterations thereto;

(xii) appoint or remove, or cause the Company to appoint or remove, the independent auditors for the Company;

(xiii) with respect to any Company Entity, make or commit to make any capital expenditures, in each case aggregating more than $50,000 above the aggregate capital expenditures specified in the Initial Strategic Plan or the most recent Annual Plan approved by the Board;

(xiv) alter, repeal, amend or adopt any provision of the Formation Certificate or this Agreement or the similar governing documents of any Company Entity;

(xv) effect any merger, consolidation or other similar business combination of any Company Entity or any sale of all or substantially all of the Assets;

(xvi) subject to Section 9.1(a), determine the amount of Available Cash each quarter;

(xvii) except as provided in Section 9.1, make or declare any distribution or dividend or change the distribution policy of the Company;

(xviii) authorize, issue, sell, dividend, distribute, redeem, convert, exchange, repurchase, cancel, retire or otherwise dispose of any equity interests, phantom equity or similar rights or interests or any warrants, options or other similar rights or interests or securities convertible into or exchangeable for any equity interests, phantom equity or similar rights of any Company Entity;

(xix) with respect to any Company Entity, voluntarily liquidate, wind-up, dissolve or commence any bankruptcy, insolvency, reorganization, debt arrangement or other case or proceeding under, or obtain relief under, any federal or state bankruptcy or insolvency Law or make a general assignment for the benefit of creditors;

(xx) change or make any tax election to cause any Company Entity to be classified as other than a partnership for federal income tax purposes;

(xxi) appoint the Chief Executive Officer as a Manager of the Board pursuant to Section 4.1(b);

(xxii) make any loan, extend credit, advance funds or make capital contributions to any Person other than (A) a Subsidiary of the Company or joint venture established or entered into in accordance with the terms of this Agreement or (B) a trade counterparty in the ordinary course of business;

(xxiii) enter into, amend, modify or otherwise change (including by waiver or consent) in any material respect any contract, agreement, document, instrument or series of related contracts, agreements, documents or instruments involving aggregate consideration of $50,000 or more, or which cannot be terminated by the Company (or a Subsidiary thereof) upon notice of 60 days or less without any liability;

(xxiv) determine or change the compensation of any Officer;

(xxv) to make any loans or any advance payments of compensation or other consideration to any Officer or other employee of the Company or its Subsidiaries (other than for reimbursement of reasonable business expenses of employees incurred in the ordinary course of the Company's business);

(xxvi) establish or form a Subsidiary (other than a wholly-owned Subsidiary) or enter into any joint venture or similar business arrangement; and

(xxvii) enter into any agreement to do any of the foregoing.

(b) The Board may, from time to time, determine additional actions of the Company that would require approval of the Board under this Section 4.3. Notwithstanding anything in this Section 4.3 to the contrary, unless otherwise provided by the Board by resolution, any actions or expenditures specifically authorized in the Initial Strategic Plan or the most recent Annual Plan approved by the Board shall be authorized for purposes of this Section 4.3 and shall not be included for purposes of determining whether the applicable threshold amounts are satisfied in this Section 4.3.

(c) Notwithstanding anything to the contrary herein, (i) any Related Party Activity, including any activities set forth in Section 4.3(a)(ix), shall be subject to the sole approval of the Managers that have been designated by the Non-Related Member(s), (ii) neither any Related Member nor any Manager designated by any Related Member shall have the right to vote on any approval in connection with any action by the Board in respect of such Related Party Activity, and (iii) the presence of any Manager designated by any Related Member shall not be required for purposes of determining the presence of a quorum or the vote required in connection with any such action, *provided* that, for the avoidance of doubt, the notice requirements of Sections 4.2(c)(i) and (ii) shall still apply in full.

(d) All decisions taken by the Board pursuant to this Section 4.3 shall be conclusive and binding on all Members.

Section 4.4 Members. No Member, solely in its capacity as a Member, shall have any power or authority to manage or control the business, affairs or properties of any of the Company Entities or the Business, to bind any of the Company Entities in any way, to pledge any of the Company Entities' Assets, to enter into agreements on behalf of any Company Entity or to otherwise render any Company Entity liable for any purpose. Except as otherwise expressly provided in this Agreement, no Member shall have voting rights or rights of approval, veto or consent or similar rights over any actions of the Company Entities.

Section 4.5 Officers; Delegation of Authority.

(a) The Officers of the Company may consist of a Chief Executive Officer, a Chief Financial Officer, a Chief Operating Officer, one or more Vice Presidents, a General Counsel, a Secretary and such other Officers as the Board may elect or appoint from time to time. Officers are not "managers" of the Company under Section 18-401 of the Delaware Act. Any number of Officer positions of the Company may be held by the same natural person. Each Officer shall serve until his or her successor is duly elected and qualified (or his or her earlier death, resignation or removal from office). Any Officer may resign at any time by delivering his or her written resignation to the Board.

(b) Any Officer may be removed at any time, with or without cause, by the Board. Vacancies and newly created Officer positions shall be filled by the Board. Any Officer appointed to fill any vacancy shall hold office until his or her successor shall be duly elected and qualified (or his or her earlier death, resignation or removal from office).

(c) No Member shall be liable to the Company or any of its Subsidiaries or any other Member for any action taken or not taken by an employee of such Member that is taken in such employee's capacity as an Officer. The Company shall indemnify and hold harmless the Officers and the Managers against liabilities to Third Parties in accordance with Section 5.3 and Section 5.4.

(d) As of the Closing, the Board has delegated to the Officers, once appointed, the authority set forth on Appendix V.

(e) The Officers may exercise only such powers of the Company and do such acts and things as are expressly authorized or delegated by this Agreement or by the Board.

Section 4.6 Duties.

(a) No Member or Manager or Officer that is also an employee, partner or member of a Member or its Affiliates shall have any duties (including fiduciary duties) or obligations relating thereto to the Company, the other Members or the other Managers, except as may be specifically provided herein or required by any provisions of the Delaware Act or other applicable Law that cannot be waived. Accordingly, subject to the preceding sentence, each Manager shall be entitled to act solely on behalf, and in the interests, of the Member that has designated such Manager. For the avoidance of doubt, any Officer that is not an employee, partner or member of a Member or its Affiliates shall owe duties to the Company as set forth in the Delaware Act and any other applicable Law.

(b) The provisions of this Agreement, to the extent that they restrict, eliminate or otherwise modify the duties (including the fiduciary duties) and liabilities of a Member, Manager or Officer otherwise existing under applicable Law or in equity, are agreed by the Company and the Members to replace such duties and liabilities of such Member, Manager or Officer.

(c) Nothing in this Agreement is intended to or shall eliminate any implied contractual covenant of good faith and fair dealing or otherwise relieve or discharge any Member or Manager from liability to the Company or the Members on account of any fraudulent or intentional misconduct of such Member or Manager.

Section 4.7 Initial Strategic Plan and Annual Plans.

(a) Attached as Exhibit C are the proposed operating budgets for the Linn Assets and Citizen Assets for the period commencing as of the Execution Date and ending December 31, 2017 (the "***Initial Strategic Plan***").

(b) At least ninety days prior to the start of each Fiscal Year of the Company commencing with 2018, the Chief Executive Officer (or, in the absence of a Chief Executive Officer, the other Officers) shall submit to the Board a proposed operating budget and development plan for such Fiscal Year (each, an "***Annual Plan***"). The Board shall consider the

Annual Plan for approval pursuant to Section 4.3 prior to the start of the Fiscal Year to which it pertains and shall use all reasonable efforts to resolve any disagreements as to any item contained in the Annual Plan prior to such time. If any Annual Plan submitted to the Board in accordance with this Section 4.7 is not approved by the Board prior to the start of the Fiscal Year to which it pertains, then pending approval of a new Annual Plan pursuant to Section 4.3, the Annual Plan most recently approved by the Board pursuant to Section 4.3, excluding all non-recurring items, shall remain in effect as the Annual Plan for the next Fiscal Year, adjusted upwards by increasing the recurring fees, costs, expenses and maintenance capital expenditures set forth in such Annual Plan by 5.0% (except that if the Annual Plan for the 2018 Fiscal Year of the Company is not approved by the Board prior to the start of such Fiscal Year, then the Initial Strategic Plan will continue in effect).

Section 4.8 Deadlock.

(a) Commencing after the IPO Execution Date, if an IPO has not occurred and the Managers become deadlocked over any matter set forth in Section 4.3(a) (a "***Disputed Matter***"), any Manager may, within thirty days of such deadlock, notify the other Managers in writing that such Disputed Matter shall be voted on again by the Managers at a special meeting that shall be held no later than 10 Business Days from the date of such notification. Such Disputed Matter on which the Managers have been unable to agree shall be discussed by the Managers during such 10 Business Day-period and shall be voted upon during the special meeting at the end of such period. If at the special meeting the Managers are unable to come to agreement on the Disputed Matter, such Disputed Matter shall be deemed to be a "***Deadlock***" and the Parties shall have the rights set forth in Section 4.8(b).

(b)

(i) Upon a Deadlock, either Founding Member Group (such group, the "***Initiating Member***") shall have the right to initiate a breakup of the Company (a "***Breakup***") by delivering written notice thereof to the other Founding Member Group (the "***Breakup Notice***"). For a 30-day period beginning on the date of such notice, the Founding Member Groups shall use reasonable best efforts to negotiate in good faith a separation of the Assets into two separate groups equivalent (in terms of assets, liabilities and operatorship) to the Percentage Interests of each of the Linn Founding Member Group and the Citizen Founding Member Group.

(ii) If after such 30-day period the Founding Member Groups are unable to reach agreement on a separation of the Assets, the following shall apply:

(A) If the Founding Member Groups each own equivalent 50% interests in the Company, the Initiating Member shall have an additional 30 days to divide the Assets into two groups of equivalent assets, liabilities and operatorship; *provided* that, if the Initiating Member fails to divide the Assets within such 30-day period, then the Initiating Member will be deemed to have waived its right to make such division, and, at the election of the non-initiating Founding Member Group, the non-initiating Founding Member Group will have an additional 30 days to divide the Assets as contemplated by the preceding sentence. Following such division, the non-initiating Founding Member Group shall have up to an additional 20

Business Days to conduct a review of the division and select, by written notice to the other Party within such 20 Business Day-period, which of the two groups of Assets it would receive in the Breakup; *provided* that, if the non-initiating Founding Member Group (or if applicable, the Initiating Member) fails to deliver such written notice within such 20 Business Day-period, then such Party will be deemed to have waived its right to make the first selection of the two groups of Assets, and, at the election of the other Party, the other Party shall have 10 Business Days to select which of the two groups of Assets it would receive in the Breakup. The Initiating Member (or if applicable, the non-initiating Founding Member Group) would then receive the other group of Assets.

(B) If the Members do not each own equivalent 50% interests in the Company, the Members shall mutually designate an independent third party expert to allocate the Assets into two pools with assets, liabilities and operatorship divided based on the Members' respective percentage ownership of the Company, without any discount for minority interests or illiquidity. Such expert must be a national petroleum engineering or investment banking firm with expertise in the energy industry, with at least seven years of experience in valuing upstream assets of the nature held by the Company. Each Member shall pay 50% of the expert's costs and expenses. The expert shall have 30 days to divide the Assets into groups as contemplated above and upon division, each Member would receive the Assets assigned by the expert.

(iii) Each Party will be required to assume the midstream contracts containing dedications burdening the respective Assets and use reasonable best efforts to coordinate the bifurcation of any such midstream contract between the Parties with the counterparty thereof.

(iv) The Members shall use reasonable best efforts to effectuate the Breakup in a manner that is tax efficient to all Parties and shall execute and deliver to the other Members such further documents as may be reasonably requested in order to give practical effect to the Breakup.

(v) Upon completion of the Breakup, which shall occur as promptly after the Assets are divided but in any event no later than six months after receipt of the Breakup Notice, the Members shall take action to dissolve and liquidate the Company pursuant to the provisions of Article 10.

(c) For the avoidance of doubt, the provisions in this Section 4.8 shall not apply prior to the IPO Execution Date.

ARTICLE 5
INDEMNIFICATION

Section 5.1 No Liability of Members.

(a) Except as otherwise required by the Delaware Act, no Covered Person shall be obligated personally for any debt, obligation or liability of any Company Entity solely by reason of being a Covered Person.

(b) Except as otherwise expressly required by Law, a Member in its capacity as a Member shall have no liability in excess of: (i) the amount of its Capital Contributions to the Company, if any; (ii) its share of any assets and undistributed profits of the Company; (iii) its obligation to make other payments expressly provided for in this Agreement; and (iv) the amount of any distributions wrongfully distributed to it. No Member shall have any responsibility to restore any negative balance in its Capital Account or to contribute to or in respect of the liabilities or obligations of the Company or to return distributions made by the Company, except as expressly provided herein or required by any non-waivable provision of the Delaware Act. The agreement set forth in the preceding sentence shall be deemed to be a compromise with the consent of all of the Members for purposes of §18-502(b) of the Delaware Act. However, if any court of competent jurisdiction or properly constituted arbitration panel orders, holds or determines that, notwithstanding the provisions of this Agreement, any Member is obligated to restore any such negative balance, make any such contribution or make any such return, such obligation shall be the obligation of such Member and not of any other Person.

Section 5.2 Exculpation.

(a) No Covered Person shall be liable to any Company Entity or any other Covered Person for any loss, damage or Claim incurred by reason of any act or omission performed or omitted by such Covered Person on behalf of the Company Entities and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement or a delegation of authority in accordance with this Agreement, except that (i) a Covered Person shall be liable for any such loss, damage or Claim incurred by reason of such Covered Person's fraud, bad faith or willful misconduct, (ii) a Covered Person that is a Member shall be liable for any such loss, damage or Claim incurred by reason of such Covered Person's willful breach of this Agreement and (iii) a Covered Person shall be liable for any such loss, damage or Claim incurred by reason of such Covered Person's breach of any of his/her duties to the Company as set forth in this Agreement, in each case, as established by a non-appealable court order, judgment, decree or decision or pursuant to a final and binding decision of an arbitration panel pursuant to Section 11.2.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, Profits, Losses or any other facts pertinent to the existence and amount of Assets from which distributions to the Members might properly be paid.

(c) Except as expressly set forth in Section 4.6, no Covered Person shall have any duties or liabilities, including fiduciary duties, to the Company or the Members, and the provisions of this Agreement, to the extent that they restrict, eliminate or otherwise modify the duties and liabilities, including fiduciary duties, of a Covered Person otherwise existing at Law or in equity or under the Delaware Act, are agreed by the Members to replace such other duties and liabilities of a Covered Person.

Section 5.3 Indemnification. To the fullest extent permitted by Law, the Company shall indemnify and hold harmless each Covered Person from and against all Liabilities actually incurred arising from or related to any act or omission performed or omitted by such Covered Person on behalf of each Company Entity, except that: (a) no Covered Person shall be entitled to be indemnified in respect of any Liability by reason of such Covered Person's fraud, bad faith or willful misconduct; (b) no Covered Person that is a Member shall be entitled to be indemnified in respect of any Liability by reason of such Covered Person's willful breach of this Agreement; and (c) no Covered Person that is an Officer shall be entitled to be indemnified in respect of any Liability by reason of such Covered Person's breach of any of his/her duties to any Company Entity as set forth in Section 4.6(c), in each case, as established by a non-appealable court order, judgment, decree or decision or pursuant to a final and binding decision of an arbitration panel pursuant to Section 11.2. Any indemnity under this Section 5.3 shall be provided out of and to the extent of the Assets only (including the proceeds of any insurance policy obtained pursuant to Section 5.5), and no Covered Person shall have any personal liability on account thereof. Any amendment, modification or repeal of this Section 5.3 or any provision in this Section 5.3 shall be prospective only and shall not in any way affect the rights of any Covered Person under this Section 5.3 as in effect immediately prior to such amendment, modification or repeal with respect to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when Liabilities relating to such matters may arise or be asserted.

Section 5.4 Expenses. To the fullest extent permitted by Law, expenses (including legal fees) incurred by a Covered Person in defending any Claim shall, from time to time, be advanced by the Company prior to the final and non-appealable disposition of such Claim upon demand of payment by a Covered Person and receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amounts if it is ultimately determined that the Covered Person is not entitled to be indemnified as authorized in Section 5.3.

Section 5.5 Insurance. The Company shall purchase and maintain (or reimburse its Affiliates for the cost of) certain insurance on behalf of the Covered Persons, the Company, its Affiliates and such other Persons as the Company may determine from time to time, insurance against any liability that may be asserted against or expense that may be incurred by such Person(s) in connection with the Company's activities or such Person's activities on behalf of the Company, regardless of whether the Company would have the power to indemnify such Person(s) against such liability under the provisions of this Agreement.

Section 5.6 Primary Obligation. The Company hereby acknowledges that the Covered Persons may have certain rights to indemnification, advancement of expenses and/or insurance provided by a Member and certain of its Affiliates (collectively, the "***Member Indemnitors***"). The Company hereby agrees (a) that it is the indemnitor of first resort (i.e., its obligations to the Covered Persons under Section 5.3 and Section 5.4 are primary and any obligation of the Member Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by the Covered Persons are secondary), (b) that it shall be required to advance the full amount of expenses incurred by the Covered Persons and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of Section 5.3 and Section 5.4 (or any other agreement between the Company and the Covered Person), without regard to any rights the Covered Person may have against the Member Indemnitors, and (c) that

the Company irrevocably waives, relinquishes and releases the Member Indemnitors from any and all Claims against the Member Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Member Indemnitors on behalf of a Covered Person with respect to any Claim for which the Covered Person has sought indemnification from the Company pursuant to Section 5.3 and Section 5.4 shall affect the foregoing, and the Member Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the Covered Person against the Company. The Company agrees that the Member Indemnitors who are not Members are express Third Party beneficiaries of the terms of this Section 5.6.

ARTICLE 6
BOOKS AND RECORDS; ACCOUNTS; ACCESS TO INFORMATION; AND CONSULTATION

Section 6.1 Books and Records. At all times during the term of this Agreement, the Board shall keep (or cause to be kept) true and complete books of account for the Company. Such books shall reflect all transactions of the Company in accordance with GAAP or in accordance with any applicable Law if the Law requires a particular set of books of account to reflect a different methodology.

Section 6.2 Availability of Books and Records. All of the books of account referred to in Section 6.1, together with executed copies of this Agreement and the Formation Certificate, and any amendments thereto (and all such other books and records as may be required by the Delaware Act), shall at all times be maintained (or caused to be maintained) by the Secretary at the principal office of the Company as set forth in Section 2.5. Upon reasonable notice to the Company, such books and records, and any other books and records maintained by the Company, shall be open to inspection and copying by a Member or its representative at its expense, during normal business hours at the principal office (or other applicable office) of the Company.

Section 6.3 Financial Statements and Reports. The Board shall prepare and submit (or cause to be prepared and submitted) to each Member the following statements, reports and notices:

(a) Audited annual consolidated financial statements of the Company with respect to the prior Fiscal Year consisting of an income statement, a balance sheet, a statement of the Company's equity and a statement of cash flows shall be prepared in accordance with GAAP (collectively the "***Annual Financial Statements***"). The Board shall cause the Annual Financial Statements for such Fiscal Year to be audited by the Company's independent certified public accountants, which shall be a Big 4 Accounting Firm (initially PricewaterhouseCoopers LLP). The cost of creating and auditing the Annual Financial Statements shall be borne by the Company. The audited Annual Financial Statements shall be delivered to each Member within 90 days after the end of the Fiscal Year being audited.

(b) Unaudited quarterly consolidated financial statements of the Company with respect to the prior Calendar Quarter consisting of an income statement, a balance sheet, a statement of the Company's equity and a statement of cash flows shall be prepared in accordance with GAAP, except for any normal year-end adjustments and the absence of footnotes (the "***Quarterly Financial Statements***"). The Quarterly Financial Statements shall be delivered to each Member within 45 days after the end of such Calendar Quarter.

(c) Monthly financial statements of the Company with respect to the prior Calendar Month and the applicable year-to-date periods (the "***Monthly Financial Reports***"). The Monthly Financial Reports for a Calendar Month shall be delivered to each Member within 40 days after the end of such Calendar Month and, with respect to historical financial information, an interim report shall be delivered to each Member within 20 days after the end of such Calendar Month.

(d) A forecast of the Profits and cash distributions to the Members for the remainder of the Fiscal Year and, with respect to the fourth Calendar Quarter of the then-current Fiscal Year, a forecast of the Profits and cash distributions to be made to the Members in the first Calendar Quarter of the following Fiscal Year (the "***Quarterly Forecasts***"). The Quarterly Forecasts shall be delivered to each Member within 45 days after the end of each Calendar Quarter.

(e) (A) On or before March 15 of each Fiscal Year, a reserve report prepared by the Company's independent petroleum engineers dated as of December 31 of the previous Fiscal Year; (B) promptly upon written request by a Member, a reserve report prepared by the Company's independent petroleum engineers dated as of the first day of the month during which the Company receives such request; *provided* that a Member may request, at the Company's cost and expense, no more than two such reserve reports during any 12-month period, with any additional requests for updated reserve reports during any such period to be at such Member's cost and expense, together with an accompanying report on, since the date of the last reserve report previously delivered hereunder, sales and purchases of oil and gas properties and changes in categories concerning the oil and gas properties owned by the Company which have attributable to them proved reserves and containing information and analysis with respect to the proved reserves of the Company as of the date of such report and the PV 10 Value; and (C) together with each reserve report furnished pursuant to (A) or (B), (I) any updated production history of the proved reserves of the Company as of such date, (II) the lease operating expenses attributable to the oil and gas properties of the Company for the prior 12-Calendar Month period, (III) any other information as to the operations of the Company Entities as reasonably requested by such Member and (IV) such additional data and information concerning pricing, quantities, volume of production and production imbalances from or attributable to the oil and gas properties with respect thereto as such Member may reasonably request.

(f) Not later than 30 days after the end of each March 31, June 30 and September 30 of each Fiscal Year of the Company, an internally prepared report prepared as of each such date, which report, together with an accompanying report on purchases and sales of oil and gas properties and changes in categories since the date of the last reserve report or internally prepared report previously delivered under this Agreement, as applicable, both substantially in the same form and substance as the reserve reports referred to in Section 6.3(e), each such internally prepared report having been prepared by or at the direction of the Company and (together with the related PV 10 Value calculation) having been certified in writing by the senior or consulting petroleum engineer of the Company as to the truth and accuracy of the historical information utilized to prepare the internally prepared report and the estimates included therein.

Section 6.4 Bank Accounts. Funds of the Company shall be deposited in such banks or other depositories as shall be designated from time to time by the Board, the Chief Executive Officer or Chief Financial Officer or their designees. All withdrawals from any such depository shall be made as authorized by the Board and shall be made only by check, wire transfer, debit memorandum or other written instruction.

Section 6.5 Access to Information. Subject to Section 12.9, each Member shall have the right to obtain from the Company, or be granted access for the purpose of reviewing and copying, from time to time, any information concerning the Company. Each Member shall also have the right, upon reasonable notice, and at all reasonable times during usual business hours to inspect the properties of the Company and to audit, examine and make copies of the books of account and other records of the Company. Such right may be exercised through any agent or employee of such Member designated in writing by it or by an independent public accountant, engineer, attorney or other consultant so designated. All costs and expenses incurred in any inspection, examination or audit made on such Member's behalf shall be borne by such Member.

ARTICLE 7
TAX MATTERS

Section 7.1 Tax Returns. LEH shall prepare, or shall cause to be prepared, and timely file (taking into account available extensions of time to file), or shall cause to be timely filed (in such role, the "***Tax Preparation Member***"), all tax returns required to be filed by the Company, including making all elections on such tax returns. Each Member shall timely provide, within 30 days of request, such information as requested by the Tax Preparation Member in order for the Company to properly complete and file such income tax returns and any other required reports and notifications. The Company shall cause each Company Entity to furnish to the Tax Preparation Member all pertinent information in its possession relating to the Company's operations that is necessary to enable the Tax Preparation Member to prepare and timely file, or cause to be prepared and timely filed, the Company's tax returns. The Tax Preparation Member shall use commercially reasonable efforts to deliver to each Member as soon as applicable after the end of each Calendar Year, but in any event before March 31 of the subsequent year, an Internal Revenue Service Schedule K-1 together with such additional information as may be required by the Members (or their owners) in order to file their returns reflecting the Company's operations. The Company shall also cause an estimated Internal Revenue Service Schedule K-1 or any successor form to be prepared and delivered to the Members within 60 days after the end of each Fiscal Year, including any appropriate State and local apportionment information. The Company shall bear the costs of the preparation and filing of its tax returns. Any tax returns legally required to be signed by a Member shall be signed by the Tax Preparation Member.

Section 7.2 Tax Partnership. It is the intention of the Members that the Company be classified as a partnership for United States federal income tax purposes. Unless otherwise requiring the approval of the Board pursuant to Section 4.3, the Company shall not cause any Company Entity to make or cause to be made an election (i) to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable State Law or (ii) to be classified as other than a partnership or a disregarded entity pursuant to Treasury Regulations Section 301.7701-3.

Section 7.3 Tax Elections; Accounting Methods. The Tax Preparation Member shall cause the Company (a) to make the election under Section 754 of the Code (and the Company shall cause each of its Subsidiaries that is classified as a partnership for United States federal income tax purposes to make such election) and (b) to make any other election that the Tax Preparation Member deems appropriate, in its sole discretion, on the relevant form or tax return. The Tax Preparation Member shall establish, and shall be permitted to change at its discretion, all accounting methods and shall decide all tax issues concerning the Company Entities the determination of which is not otherwise provided for in this Agreement.

Section 7.4 Tax Matters Member and Partnership Representative.

(a) Subject to Section 7.4(b), the Tax Preparation Member shall be the Company's tax matters member (the "***Tax Matters Member***") pursuant to Section 6231(a)(7) of the Code as in effect prior to January 1, 2018 (Subchapter C of Chapter 63 of the Code as in effect prior to January 1, 2018 referred to as the "***Current Partnership Audit Rules***"). As the Tax Matters Member, the Tax Preparation Member shall have the same authority as a tax matters partner as defined in Section 6231(a)(7) of the Code and analogous provisions of State and local law. Each Member hereby approves of such designation, agrees and acknowledges that the Tax Matters Member may engage such professional advisors as it may deem appropriate in carrying out its duties as Tax Matters Member and agrees to execute such documents as may reasonably be necessary or appropriate to evidence such approval. The Tax Matters Member shall keep all Members informed of all administrative and judicial proceedings, as required by Code Section 6223(g), and shall furnish a copy of each notice or other communication from government taxing authorities received by the Tax Matters Member, except such notices or communications as are sent directly to such Member by the Internal Revenue Service. The Company shall pay or reimburse and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Member and its Affiliates in performing those duties. The Company shall be responsible for any costs incurred by any Member with respect to any tax audit or tax-related administrative or judicial proceeding against such Member related to the Company. Without limiting the foregoing, the Tax Matters Member shall have the right to defend against any proposed adjustment by all appropriate proceedings, and consistent with Code Sections 6221 through 6233, each Member shall allow any proposed adjustment with respect to any "partnership item" (as defined in Code Section 6231(a)(3)) to be handled by the Tax Matters Member; *provided*, *however*, that any settlement, adjustment or compromise with respect to any Member shall require the written consent of such Member, which consent shall not be unreasonably withheld, conditioned or delayed. The Tax Matters Member and its respective officers, managers, employees and Representatives (collectively, the "***Tax Matters Member Indemnified Parties***" and, each individually, a "***Tax Matters Member Indemnified Party***") shall have no liability to any other Person (other than the Company and its Members) under the Formation Certificate, this Agreement or any applicable Law with respect to any action or omission taken or suffered by the Tax Matters Member in its capacity as such, except as otherwise expressly provided herein or required by applicable Law. Furthermore, no Tax Matters Member Indemnified Party will be liable, responsible or accountable in damages or otherwise to the Company or to any Member or any of their respective Affiliates or direct or indirect

equityholders for any act performed or omission within the scope of the authority conferred on the Tax Matters Member by this Agreement except for the gross negligence, willful misconduct, bad faith or fraud of the Tax Matters Member in carrying out its obligations hereunder. To the fullest extent permitted by applicable Law, in any threatened, pending or completed action, suit or proceeding, each Tax Matters Member Indemnified Party shall be fully protected and indemnified and held harmless by the Company against all damages actually incurred by such Tax Matters Indemnified Party in connection with such action, suit or proceeding by virtue of its status as a Tax Matters Member Indemnified Party or with respect to any action or omission taken or suffered by the Tax Matters Member in its capacity as such in good faith, other than damages resulting from the gross negligence, willful misconduct, bad faith or fraud of such Tax Matters Member Indemnified Party. No amendment to this Section 7.4 will impair the rights of any Person arising at any time with respect to events occurring prior to such amendment.

(b) The Tax Preparation Member shall be the Company's "partnership representative" pursuant to Section 6223(a) of the Code as amended by the Bipartisan Budget Act of 2015 (with the changes to Subchapter C of Chapter 63 of the Code as made by the Bipartisan Budget Act of 2015 referred to as the "***2015 Budget Act Partnership Audit Rules***") at such times as the 2015 Budget Act Partnership Audit Rules apply to the Company. The taking of any action and the incurring of any expense by the partnership representative in its role as partnership representative, except to the extent required by applicable Law, is a matter in the sole and absolute discretion of the partnership representative and the provisions relating to indemnification and reimbursement of the Tax Matters Member set forth in Section 7.4(a) shall be fully applicable to the partnership representative in its capacity as such. For all fiscal years or other applicable periods beginning on or after January 1, 2018, the Members shall continue to have the rights under Section 7.4(a) held during all fiscal years or other applicable periods ending before January 1, 2018. At the request of the partnership representative, the current and former Members shall provide the following information and documentation to the Company and the partnership representative to the extent that the 2015 Budget Act Partnership Audit Rules apply to the Company and its current or former Members:

(i) information and documentation reasonably necessary to determine and prove eligibility of the Company to elect out of the 2015 Budget Act Partnership Audit Rules;

(ii) information and documentation reasonably necessary to reduce the Company level assessment consistent with Section 6225(c) of the Code, as amended by the 2015 Budget Act Partnership Audit Rules; and

(iii) information and documentation reasonably necessary to prove payment of the attributable liability under Section 6226 of the Code, as amended by the 2015 Budget Act Partnership Audit Rules.

The obligations of each Member under this Section 7.4(b) shall survive such Member's withdrawal from the Company, and each Member shall execute such documentation requested by the Company at the time of such Member's withdrawal from the Company to acknowledge and confirm such Member's continuing obligations under this Section 7.4(b).

(c) Notwithstanding anything in this Section 7.4 to the contrary, neither the Tax Matters Member nor the Company's partnership representative shall take any action that would reasonably be expected to have an adverse effect on any Member without, first, disclosing such matter in writing to the affected Member(s) and, second, obtaining the written consent of each Member so affected, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 8
TRANSFERS OF MEMBER INTEREST AND UNITS

Section 8.1 Transfers Generally.

(a) Each Transfer of a Member Interest and associated Units shall be subject to the terms of this Article 8. Any attempted Transfer of a Member Interest other than in compliance with this Article 8 shall be null and void and of no force or effect. Any Member that Transfers any of its Member Interest in accordance with the provisions of this Article 8 shall promptly provide written notice thereof to the Company and to the other Members. A Transferring Member shall, notwithstanding the Transfer, be liable to the Company and each other Member for its obligations accrued under this Agreement on or prior to the Transfer, but such Transferring Member shall be released from any other obligations thereafter accruing under this Agreement with respect to its Member Interest and associated Units being Transferred, except in the case of Permitted Transfers, in which case the Transferring Member shall remain liable, together with such Permitted Transferee, for all such obligations.

(b) No Member may voluntarily Transfer its Member Interests and associated Units except Transfers (i) made subsequent to the IPO Execution Date; (ii) made to Permitted Transferees of such Member; (iii) made prior to the IPO Execution Date as a Transferring Member in accordance with the provisions of Sections 8.2 and 8.4; or (iv) as are approved in advance in writing by the Board.

(c) Each Transfer must comply with the other provisions set forth in this Article 8 and meet the following conditions:

(i) No Transferee of any Member shall be a Competitor of the Company or the non-Transferring Member(s) without the consent of the Managers designated by such non-Transferring Member(s), such consent to be withheld in the sole discretion of the Managers designated by such non-Transferring Member(s).

(ii) The Transferor and Transferee shall have executed and delivered to the Company such documents and instruments of conveyance as may be reasonably necessary or appropriate to effect such Transfer. In the case of a Transfer that occurs involuntarily by operation of Law, the Transfer shall be confirmed by presentation to the Company of legal evidence of such Transfer, in form and substance reasonably satisfactory to counsel to the Company. In all cases, the Company shall be reimbursed by the Transferor or Transferee for all reasonable costs and expenses that it incurs in connection with such Transfer.

(iii) Such Transfer would not violate any applicable Laws.

(iv) Such Transfer would not cause any Company Entities to be required to register as an "investment company" or a company "controlled by" an "investment company", each within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the SEC thereunder.

(v) Such Transfer would not cause the Company to be taxed as an association taxable as a corporation for U.S. federal and applicable state income tax purposes.

(vi) Prior to the first anniversary of the Closing, the Transferee shall be a creditworthy third party (as determined by the Board in good faith) and agree to assume the indemnification obligations set forth in the Contribution Agreement.

Section 8.2 Rights of First Offer.

(a) Except for a Permitted Transfer, and subject to the restrictions contained in Section 8.1, prior to an IPO, in the event that a Member (a "***Transferring Member***") intends to Transfer all or a portion of its Member Interest ("***Offered Member Interest***") to a Third Party, then the Transferring Member shall deliver written notice ("***Sale Notice***") to each other Member (such Members, the "***Non-Transferring Members***").

(b) Within 30 days of the receipt of the Sale Notice by the Non-Transferring Members, each Non-Transferring Member shall have a right to make a first offer ("***Non-Transferring Member Offer***") to purchase (i) all, but not less than all, of its pro rata share (based on the ratio of such Member's Percentage Interest in the Company with respect to all such Non-Transferring Members) of the Offered Member Interest or (ii) such other amount as the Non-Transferring Members may otherwise unanimously agree in writing, *provided* that such offers, when taken together, offer to purchase 100% of the Offered Member Interest. Any such Non-Transferring Member Offer shall be in writing and shall contain the price and material terms on which the Non-Transferring Member proposes to purchase its pro rata share of the Offered Member Interest.

(c) If the Transferring Member does not receive offers to purchase 100% of the Offered Member Interest from the Non-Transferring Members within the 30-day period provided in Section 8.2(b), then the Transferring Member shall be free to direct the Transfer of the Offered Member Interest to a Third Party at a price and on terms and conditions acceptable to such Transferring Member during the 180-day period immediately following the expiration of such 30-day period.

(d) If the Transferring Member receives offers to purchase 100% of the Offered Member Interest within the 30-day period provided in Section 8.2(b), the Transferring Member shall consider all such Non-Transferring Member Offers in the aggregate and shall have 30 days following its receipt of the last transmitted Non-Transferring Member Offer to determine whether to accept or reject such offers in the aggregate.

(e) If the Non-Transferring Member Offers are accepted by the Transferring Member, then the Non-Transferring Members will have 90 days from such acceptance within which to close their respective purchases of the Offered Member Interest, subject to extension to the extent necessary to satisfy applicable regulatory approvals. Under such circumstances, the Transferring Member and the Non-Transferring Members shall negotiate in good faith the additional terms applicable to such purchase beyond those that were included in the Non-Transferring Member Offers.

(f) If the Transferring Member rejects the Non-Transferring Member Offers, then the Transferring Member may only direct the Transfer of the Offered Member Interest to a Third Party at a price, and on terms and conditions which, when taken as a whole, are superior (as determined by the Transferring Member in good faith) to the price and the terms and conditions offered by the Non-Transferring Members, taken as a whole, and then only during the 180-day period following such rejection, subject to extension to the extent necessary to satisfy applicable regulatory approvals. Under such circumstances, the Managers and Officers of the Company shall (i) permit potential purchasers selected by the Transferring Member, after executing a confidentiality agreement in such form as shall be determined by the Board, to conduct a due diligence review of the Company and its business, operations, prospects, assets, liabilities, financial condition, and results of operations, (ii) cooperate in allowing potential purchasers to visit the offices of the Company, and (iii) make available the Officers and technical personnel of the Company for the purpose of making presentations to such potential purchasers and answering questions posed by them, who shall provide reasonable cooperation during normal business hours and upon reasonable advance notice, and at such Transferring Member's sole cost and expense. After such 180-day period (as extended to satisfy regulatory approvals, to the extent applicable), any proposed Transfer shall once again be subject to the terms and conditions of this Section 8.2 to the extent provided herein.

(g) Any transferee acquiring Member Interests pursuant to this Section 8.2 shall be subject to the provisions of this Section 8.2 with respect to any subsequent Transfer of such Member Interests.

Section 8.3 Permitted Transferees. Subject to Section 8.1, any Member may Transfer any of its Member Interest to (a) any Affiliate or Subsidiary of such Member, (b) to any equity owner of such Member or a Subsidiary or Affiliate of such equity owner, and (c) in the case if such Member or its direct or indirect transferee is a natural person, to such Member's immediate family or a trust, family limited partnership or other estate planning vehicle established for the exclusive benefit of one or more members of such Member's immediate family (each of the transferees contemplated by this Section 8.3, a "***Permitted Transferee***" and each such Transfer, a "***Permitted Transfer***").

Section 8.4 Tag Along Rights.

(a) Other than a Permitted Transfer, prior to an IPO, in the event that a Member or any of its Permitted Transferees intends to Transfer its Member Interests (to the extent permitted under the other provisions of this Article 8) and no other Member has exercised its rights of first offer pursuant to Section 8.2, then such Member (the "***Tag-Along Member***") shall promptly give written notice (the "***Tag Sale Notice***") of such proposed Transfer (the "***Tag Sale***") to the non-Transferring Members and the Company. The Tag Sale Notice shall set forth (i) the number of Units to be Transferred and (ii) the terms and conditions of such proposed Transfer (and shall include copies of any written proposal or agreements related to the proposed Transfer), including the identity of the proposed transferee, the purchase price proposed to be paid for the Units subject to the Tag Sale and the payment terms and type of Transfer to be effectuated.

(b) Each Member shall have the right (such participation rights being herein referred to as "***Tag-Along Rights***"), exercisable by written notice (a "***Tag-Along Exercise Notice***") given to the Tag-Along Member and the Company within ten Business Days after receipt of the Tag Sale Notice by the Non-Transferring Members (the "***Tag-Along Exercise Period***"), to participate in the Tag-Along Sale. If a Member does not submit a Tag-Along Exercise Notice within the Tag-Along Exercise Period, such Member shall be deemed to have waived the right to participate in the Tag Sale.

(c) If any Members submit a Tag-Along Exercise Notice within the Tag-Along Exercise Period (a "***Tag-Along Exercising Member***"), then the Tag-Along Member shall use its reasonable best efforts to include in the Tag Sale all of the Units that the Tag-Along Exercising Members have requested to have included pursuant to the applicable Tag-Along Exercise Notices, it being understood that the proposed transferee shall not be required to purchase Units in excess of the number set forth in the Tag Sale Notice. In the event the proposed transferee elects to purchase less than all of the Units sought to be sold by the Tag-Along Exercising Members, the number of Units to be sold to the proposed transferee by the Tag-Along Member and each Tag-Along Exercising Member shall be reduced pro rata so that each such Member is entitled to sell its Tag Along Share of the number of Units the proposed transferee elects to purchase (which in no event may be less than the number of Units set forth in the Tag Sale Notice) on the same terms and conditions set forth in the Tag Sale Notice.

(d) If there is no Tag-Along Exercising Member, then the Tag-Along Member may Transfer its Units to the transferee identified in the Tag Sale Notice on the terms and conditions set forth in the Tag Sale Notice, subject to the other provisions of this Agreement; *provided*, *however*, if such Transfer has not been consummated within 60 days of the date of the Tag Sale Notice, then the Transferring Member will be required to again comply with the procedures set forth in this Section 8.4.

(e) In connection with a Tag Sale, each Tag-Along Member, Tag-Along Exercising Member or Transferee shall execute such documents, and make such representations and warranties (on a several and not joint basis), covenants and indemnities, as are executed and made by such other Members participating in the Tag-Along Sale; *provided*, *however*, that any such indemnification or similar obligations will be apportioned pro rata among the Members based on the proceeds received from them, other than with respect to representations made individually by a Member. At the request of the Transferee, all or a portion of the purchase price payable to a Tag-Along Member may be held back in an escrow account for the purpose of satisfying such Tag-Along Member's obligations under the applicable documents, including indemnity obligations. In connection with a Tag-Along Sale, each participating Member will also (A) consent to and raise no objections against the Tag-Along Sale or the process pursuant to which the Tag-Along Sale was arranged, (B) waive any dissenter's rights and other similar rights, (C) take all actions reasonably required or desirable or requested by the Tag-Along Member to consummate such Tag-Along Sale, (D) comply with the terms of the documentation relating to such Tag-Along Sale and (E) use commercially reasonable efforts to cause any Manager designated to the Board by such Member to facilitate and take, and cause the Company to facilitate and take, the actions described in the foregoing clauses (A) through (D).

(f) Each of the Transferring Member, Tag-Along Exercising Member and Transferee shall bear their own costs and expenses related to the Tag Sale.

Section 8.5 Preemptive Rights.

(a) Subject to and without limiting the other applicable provisions of this Agreement, should the Company determine to issue and sell any New Interests prior to an IPO, then each Member shall have the right to purchase up to such Member's pro rata share of such New Interests (such purchase rights, the "***Preemptive Rights***").

(b) In the event that the Company proposes to issue or sell New Interests, the Company shall notify each Member in writing within 30 days of the proposed issuance and sale of New Interests (the "***New Interests Notice***"). Each New Interests Notice shall set forth: (i) the number of New Interests proposed to be issued or sold by the Company and their purchase price; (ii) such Member's pro rata portion of New Interests and (iii) any other material term, including any applicable regulatory requirements and, if known, the expected date of consummation of the issuance and sale of the New Interests (which date, in any event shall be no earlier than 30 days following the date of delivery of the New Interests Notice).

(c) Each Member shall be entitled to exercise its Preemptive Right to purchase such New Interests by delivering an irrevocable written notice to the Company within 20 days from the date of receipt of any New Interests Notice specifying the number of New Interests to be subscribed, which in any event can be no greater than such Member's pro rata portion of such New Interests, at the price and on the terms and conditions specified in the New Interests Notice.

(d) Each Member exercising its right to purchase its entire pro rata portion of New Interests being issued (each a "***Subscribing Member***") shall have a right of over-allotment such that if any other Member fails to exercise its Preemptive Right to purchase its entire pro rata portion of New Interests (each, a "***Non-Subscribing Member***", including any Member that fails to exercise its right to purchase its entire pro rata share of Remaining New Interests, as described below), such Subscribing Member may purchase its pro rata share, based on the relative percentage ownership of the Units then owned by the Subscribing Members, of those New Interests in respect to which the Non-Subscribing Members have not exercised their Preemptive Right (the "***Remaining New Interests***") by giving written notice to the Company within three Business Days from the date that the Company provides written notice of the amount of New Interests as to which such Non-Subscribing Members have failed to exercise their rights thereunder. The Company shall reoffer any Remaining New Interests to the Members in successive rounds (without regard to the time periods specified in the foregoing provisions) until such time as the Members have collectively agreed to purchase all of the New Interests being issued or all of the Members are Non-Subscribing Members in the last round of offers.

(e) If the Members do not elect within the applicable notice periods described above to exercise their Preemptive Rights with respect to any of the New Interests proposed to be sold by the Company, the Company shall have 60 days after the expiration of all such notice periods to sell or to enter into an agreement to sell such unsubscribed New Interests proposed to be sold by the Company, at a price and on terms no more favorable to the purchaser than those offered to the Members pursuant to this Section 8.5.

(f) For purposes of this Section 8.5, the members of a Founding Member Group shall be free to allocate Preemptive Rights among the members of such Founding Member Group (even if such allocation and apportionment is not strictly pro rata among such members) so long as the aggregate amount of New Interests for which the members of the Founding Member Group exercise Preemptive Rights does not exceed the aggregate pro rata share (based on Percentage Interest of Units) of New Interests for which such Founding Member Group may exercise Preemptive Rights.

Section 8.6 Encumbrances by Members. Prior to an IPO, no Member shall be permitted to directly or indirectly Encumber all or any portion of its Member Interest and/or associated Units unless approved in advance by the Board.

Section 8.7 Admission of Substitute Members. Subject to Section 8.1(a), upon compliance with all of the provisions of this Agreement regarding Transfers and, to the extent such transferee is not already a Member of the Company, the delivery to the Company by such transferee of an executed addendum agreement in the form attached as Exhibit D (an "***Addendum Agreement***"), then (a) such Transferee shall be deemed to be a party hereto as if such Transferee were the Transferor and such Transferee's signature appeared on the signature pages of this Agreement, and shall be deemed to be a Substitute Member and (b) the applicable transferor shall thereafter cease to be a Member to the extent of the Member Interest and associated Units Transferred by such Transferor.

Section 8.8 Admission of Additional Members. Subject to Section 8.5, the Company may admit an Additional Member by issuing a Member Interest and associated Authorized Units to such Additional Member. Subject to compliance with the foregoing sentence, such Additional Member shall be admitted to the Company with all the rights and obligations of a Member if such Additional Member shall have executed and delivered to the Company (i) an Addendum Agreement and (ii) such other documents or instruments as may be required in the Board's reasonable judgment to effect the admission. No issuance of a Member Interest and associated Authorized Units otherwise permitted or required by this Agreement shall be effective, and no purchaser of any such issued Member Interest and associated Authorized Units from the Company shall be deemed to be a Member, if the foregoing conditions are not satisfied.

Section 8.9 Rights and Obligations of Additional Members and Substitute Members.

(a) A transferee of a Member Interest and associated Units that has been admitted as a Substitute Member in accordance with Section 8.7 or a purchaser of any newly issued Member Interest and associated Authorized Units from the Company that has been admitted as an Additional Member in accordance with Section 8.8, in each case, shall have all the rights and powers and be subject to all the restrictions and Liabilities under this Agreement relating to a Member holding a Member Interest and associated Authorized Units.

(b) Admission of an Additional Member or Substitute Member shall become effective on the date such Person's name is recorded in the Member Schedule and on the other books and records of the Company. Upon the admission of an Additional Member or Substitute Member, the Company shall, without the consent of any other Person, revise the Member Schedule to (i) reflect the name and address of, Member Interest of, number of associated Units held by and Percentage Interest in the Company of such Additional Member or Substitute Member, (ii) eliminate or adjust, if necessary, the name, address, the Member Interest, associated Units of and Percentage Interest in the Company of the predecessor of such Substitute Member, and (iii) adjust the Percentage Interests in the Company of each other Member, if applicable.

Section 8.10 No Other Persons Deemed Members. Unless admitted to the Company as a Member as provided in this Agreement, no Person (including an assignee of rights with respect to a Member Interest and associated Units or a transferee of a Member Interest and associated Units, whether voluntary, by operation of Law or otherwise) shall be, or shall be considered, a Member. The Company may elect to deal only with Persons admitted to the Company as Members as provided in this Agreement (including their duly authorized representatives). Any distribution by the Company to the Person shown on the Member Schedule as a Member, or to its legal representatives, shall relieve the Company of all Liability to any other Person who may have an interest in such distribution by reason of any Transfer by the Member or for any other reason.

Section 8.11 Public Offering.

(a) It is hereby acknowledged and agreed that it is the express intent of the Company and the Members to effect an initial public offering (***"IPO"***) of the Company or an entity that directly or indirectly owns, or will be formed to directly or indirectly own, the Assets (as applicable, the ***"IPO Entity"***) as soon as practicable following the Execution Date, and each of the Members and the Company shall use reasonable best efforts to consummate an IPO as soon as practicable following the Execution Date, but in any event no later than December 31, 2018 or, if a Registration Statement on Form S-1 is on file with the SEC and one of the Members desires to progress towards an IPO, June 30, 2019 (the "***IPO Execution Date***").

(b) The Members shall cooperate in good faith to agree upon the form and structure of the IPO Entity, using reasonable best efforts to, among other things, (i) amend the governing documents of the Company Entities as reasonably necessary or appropriate to facilitate the IPO, and (ii) effect the IPO in a tax efficient manner, with no Member being required to recognize taxable gain in connection with such IPO unless such Member elects to do so. The Company and each Member shall use their respective reasonable best efforts to provide such assistance to the IPO Entity that is reasonably and customarily required in order to consummate the IPO.

(c) If, in connection with such IPO, the Board determines that it is advisable to have the Members convert or exchange their Member Interests (the "***IPO Exchange***") into equity securities of the IPO Entity (the "***IPO Securities***") in one or a series of transactions, each Member shall participate in such an exchange. IPO Securities issued in connection with any IPO Exchange may or may not include, in whole or in part, equity securities of the IPO Entity of the same class or series as the securities of the IPO Entity proposed to be offered to the public in the IPO.

(d) Each Member shall sell any fractional IPO Securities owned by such Member (after taking into account all IPO Securities held by such Member) to the IPO Entity, upon the request of the Company in connection with or in anticipation of the consummation of the IPO, for cash consideration equal to the Fair Market Value of such fractional securities.

(e) Prior to the consummation of the IPO, the IPO Entity shall enter into a registration rights agreement with the Members containing customary terms and conditions, in form and substance reasonably satisfactory to the Members, regarding registration, demand and piggyback rights with respect to such Member's IPO Securities. If the managing underwriter or the placement agent advises the Company that the inclusion of securities of the Members requested to be included for sale in a secondary offering in connection with the IPO would materially and adversely affect the price, distribution or timing of the offering, then the Company shall have the right to exclude all or any portion of such securities of the Members from sale in connection with the IPO, with such exclusions applied to the Members' pro rata share (based on the relative Percentage Interests of Units held by such Members immediately prior to the IPO).

(f) The Company shall be responsible for its own costs, fees and expenses in connection with an IPO and shall reimburse the Members for the reasonable out-of-pocket costs, fees and expenses (excluding underwriting discounts, selling commissions and similar fees) incurred by them in connection with an IPO, including the reasonable costs, fees and expenses of one outside counsel for each Founding Member Group.

ARTICLE 9
ALLOCATIONS AND DISTRIBUTIONS

Section 9.1 Distributions to Members.

(a) Operating Distributions. Within 30 days of the end of each Calendar Quarter, the Board, following consultation with other appropriate Officers of the Company, shall determine the Company's Available Cash for such Calendar Quarter. Subject to Section 4.3(a)(xvi), Available Cash as determined in accordance with this Agreement will be distributed to Members within 45 days of the end of each Calendar Quarter, pro rata in accordance with such Members' respective Percentage Interests on the date of distribution.

(b) Limitations on Distributions. Each distribution in respect of a Unit shall be paid by the Company only to the holder of record of such Unit as of the record date set for such distribution. Such payment shall constitute full payment and satisfaction of the Company's liability in respect of such payment, regardless of any claim of any Person who may have an interest in such payment by reason of an assignment or otherwise. Notwithstanding any provision to the contrary contained in this Agreement, neither the Company nor the Board, on behalf of the Company, shall be required or permitted to make a distribution to any Person in violation of the Delaware Act or other applicable Law. Any distributions pursuant to this Section 9.1 made in error or in violation of Sections 18-607 or 18-804 of the Delaware Act, will, upon demand by the Board, be returned to the Company.

(c) Withholding.

(i) All amounts withheld pursuant to the Code or any provision of any foreign, State or local tax Law or treaty with respect to any payment, distribution or allocation to the Company or the Members shall be treated as amounts distributed to the Members pursuant to this Section 9.1 for all purposes of this Agreement. The Company is authorized to withhold from distributions, or with respect to allocations, to the Members and to pay over to any Federal, foreign, State or local government any amounts required to be so withheld pursuant to the Code or any provision of any other Federal, foreign, State or local Law or treaty and shall allocate such amounts to those Members with respect to which such amounts were withheld.

(ii) To the extent that any tax is paid by the Company and such tax relates (except as set forth in the following sentence, as determined by the Tax Preparation Member) to one or more specific Members, including any tax payable by the Company pursuant to Section 6225 of the Code with respect to items of income, gain, loss deduction or credit allocable or attributable to such Member, the payment provisions of Section 9.1(c)(iii) shall apply. If the Company makes any payments it is required to make under the 2015 Budget Act Partnership Audit Rules, the Tax Preparation Member shall reasonably allocate any such payment among the current or former Members of the Company for the "reviewed year" to which the payment relates in a manner that reflects the current and former Members' respective interests in the Company for that year and any other factors taken into account in determining the amount of the payment.

(iii) To the extent any payment described in Section 9.1(c)(ii) is made by the Company with respect to a current Member, such amount shall, at the election of the Board, (i) be applied to and reduce the next distribution(s) otherwise payable to that Member under this Agreement or (ii) be paid by that Member to the Company within 30 days of written notice from the Tax Preparation Member requesting payment. To the extent any payment described in Section 9.1(c)(ii) is made with respect to a former Member, that Member agrees to pay over to the Company an amount equal to the amount of such payment made with respect to it promptly upon receipt of notice from the Company itemizing the payment and summarizing the manner in which the payment was computed. Any amounts a current or former Member is required to pay to the Company pursuant to the two preceding sentences shall, if not timely paid, be treated as a loan by the Company to such Member, which loan shall be subject to interest at a rate equal to the Default Rate; provided, however, that any such payment shall not be treated as a Capital Contribution and shall not reduce the amount that a Member is otherwise obligated to contribute to the Company.

(iv) The provisions contained in this Section 9.1(c) shall survive the dissolution of the Company and the withdrawal of any Member or the transfer of any Member's interest in the Company and shall apply to any current or former Member.

(d) Tax Distributions.

(i) Notwithstanding Section 9.1(a), within 90 days after the end of each taxable year of the Company, and (A) assuming (1) the Company has taxable income for such taxable year and (2) the Company has sufficient working capital (as reasonably determined by the Board), after taking into account payments contemplated by the then-current Initial Strategic Plan or Annual Plan, to make the distributions contemplated hereby, and (B) subject to limitations on such distributions contained in any credit facility or other agreement to which the Company is a party, cash distributions shall be made to each Member in the positive amount equal to the difference between X and Y, where:

"**X**" is the sum of (I) such Member's tax liability arising solely in respect of its ownership of a Member Interest for such taxable year (which tax liability, for the purposes of this Section 9.1(d), shall be calculated to equal the product of (1) such Member's share of the Company's taxable income for such taxable year, as reflected in such Member's K-1 from the Company for such taxable year (including for such purpose such Member's share of any separately stated items such as depletion and gain or loss from the sale of oil and gas property), multiplied by (2) the combined maximum federal and applicable state and local income tax rates applicable to individual taxpayers in New York, New York, taking into account, if applicable, the deduction of state and local income taxes for federal income tax purposes and whether any portion of such taxable income qualifies for the reduced rates applicable to long term capital gains), plus (II) the sum of all tax liabilities of such Member (calculated as provided in (I)) for all prior taxable years since the formation of the Company; and

"**Y**" is the sum of all distributions made by the Company to such Member pursuant to Section 9.1(a) and this Section 9.1(d) as of the end of the taxable year for which the calculation in "X"(I) is being made since the formation of the Company.

(ii) Notwithstanding Section 9.1(d)(i), if a Member is allocated net losses or net deductions pursuant to Section 9.2 during any taxable year, such net losses or net deductions shall be carried forward and shall reduce the taxable income (as calculated in Section 9.1(d)(i)) of such Member in succeeding taxable years, until such allocated net losses and net deductions have been reduced to zero.

(iii) The Company shall make an additional distribution (the "***Tax True-up Distribution***") to the Members who received distributions pursuant to this Section 9.1(d) to the minimum extent required in order that the aggregate amounts distributed to each such Member (or the successor to all or a portion of such Member's Membership Interest) pursuant to this Section 9.1(d) for the relevant period is pro rata in proportion to such Member's Percentage Interest, as in effect during the relevant period.

(iv) The aggregate amount of distributions made by the Company to a Member pursuant to Section 9.1(d)(i) shall be deemed the "***Advance Amount***". If the Board authorizes a distribution to the Members pursuant to Section 9.1(a) and at such time a Member's Advance Amount is positive, (A) the Company shall be entitled to withhold such Member's distribution up to an amount equal to the Advance Amount (with such Advance Amount being reduced by the amount so withheld) and (B) the Company shall be entitled to distribute such withheld amount to the Members (after also applying clause (A) to those Members having positive Advance Amounts) so that, to the maximum extent possible, each Member shall have received the amount of distributions that such Member would have received since formation of the Company if no distributions had been made under this Section 9.1(d).

(v) If, upon dissolution of the Company, any Member has a positive Advance Amount, such Member shall make a Capital Contribution to the Company in an amount equal to the Advance Amount. Any Capital Contribution made by a Member pursuant to this Section 9.1(d)(v) shall be distributed to the Members in such a manner so that each Member has received the amount of distributions that such Member would have received since the formation of the Company if no distributions had been made under this Section 9.1(d).

Section 9.2 Allocations.

(a) Allocation of Profits and Losses. Profits and Losses (and items thereof) shall be allocated to the Members in proportion to their relative Percentage Interests.

(b) Special Allocations. The following allocations shall be made in the following order:

(i) Nonrecourse Deductions shall be allocated to the Members as determined by the Board, to the extent permitted by the Treasury Regulations.

(ii) Member Nonrecourse Deductions attributable to Member Nonrecourse Debt shall be allocated to the Members bearing the Economic Risk of Loss for such Member Nonrecourse Debt as determined under Treasury Regulation Section 1.704-2(b)(4). If more than one Member bears the Economic Risk of Loss for such Member Nonrecourse Debt, the Member Nonrecourse Deductions attributable to such Member Nonrecourse Debt shall be allocated among the Members according to the ratio in which they bear the Economic Risk of Loss. This Section 9.2(b)(ii) is intended to comply with the provisions of Treasury Regulation Section 1.704-2(i) and shall be interpreted consistently therewith.

(iii) Notwithstanding any other provision hereof to the contrary, if there is a net decrease in Minimum Gain for an Allocation Period (or if there was a net decrease in Minimum Gain for a prior Allocation Period and the Company did not have sufficient amounts of income and gain during prior periods to allocate among the Members under this Section 9.2(b)(iii)), items of income and gain shall be allocated to each Member in an amount equal to such Member's share of the net decrease in such Minimum Gain (as determined pursuant to Treasury Regulation Section 1.704-2(g)(2)). This Section 9.2(b)(iii) is intended to constitute a minimum gain chargeback under Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(iv) Notwithstanding any provision hereof to the contrary except Section 9.2(b)(iii) (dealing with Minimum Gain), if there is a net decrease in Member Nonrecourse Debt Minimum Gain for an Allocation Period (or if there was a net decrease in Member Nonrecourse Debt Minimum Gain for a prior Allocation Period and the Company did not have sufficient amounts of income and gain during prior periods to allocate among the Members under this Section 9.2(b)(iv)), items of income and gain shall be allocated to each Member in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain (as determined pursuant to Treasury Regulation Section 1.704-2(i)(4)). This Section 9.2(b)(iv) is intended to constitute a partner nonrecourse debt minimum gain chargeback under Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(v) Notwithstanding any provision hereof to the contrary except Sections 9.2(b)(i) and 9.2(b)(ii), no Losses or other items of loss or expense shall be allocated to any Member to the extent that such allocation would cause such Member to have a deficit balance in its Adjusted Capital Account (or increase any existing deficit balance in its Adjusted Capital Account) at the end of such Allocation Period. All Losses and other items of loss and expense in excess of the limitation set forth in this Section 9.2(b)(v) shall be allocated to the Members who do not have a deficit balance in their Adjusted Capital Accounts in proportion to their relative positive Adjusted Capital Accounts but only to the extent that such Losses and other items of loss and expense do not cause any such Member to have a deficit in its Adjusted Capital Account.

(vi) Notwithstanding any provision hereof to the contrary except Sections 9.2(b)(iii) and 9.2(b)(iv), a Member who unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) shall be allocated items of income and gain (consisting of a pro rata portion of each item of income, including gross income, and gain for the Allocation Period) in an amount and manner sufficient to eliminate any deficit balance in such Member's Adjusted Capital Account as quickly as possible; *provided*, *however*, that an allocation pursuant to this Section 9.2(b)(vi) shall be made only if and to the extent that such Member would have a deficit Adjusted Capital Account balance after all other allocations provided for in this Section 9.2 have been tentatively made as if this Section 9.2(b)(vi) were not in this Agreement. This Section 9.2(b)(vi) is intended to constitute a qualified income offset under Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(vii) In the event that any Member has a deficit balance in its Adjusted Capital Account at the end of any Allocation Period, such Member shall be allocated items of Company gross income, gain and Simulated Gain in the amount of such deficit as quickly as possible; *provided*, *however*, that an allocation pursuant to this Section 9.2(b)(vii) shall be made only if and to the extent that such Member would have a deficit balance in its Capital Account after all other allocations provided for in this Section 9.2 have been tentatively made as if Section 9.2(b)(vi) and this Section 9.2(b)(vii) were not in this Agreement.

(viii) To the extent an adjustment to the adjusted tax basis of any Company properties pursuant to Section 734(b) of the Code (including any such adjustments pursuant to Treasury Regulation Section 1.734-2(b)(1)) is required pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as the result of a distribution to any Member in complete liquidation of such Member's Units, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be allocated to the Members in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(m)(2) if such Treasury Regulation Section applies, or to the Member to whom such distribution was made if Treasury Regulation Section 1.704-1(b)(2)(iv)(m)(4) applies.

(ix) Simulated Depletion for each Depletable Property, and Simulated Loss upon the disposition of a Depletable Property, shall be allocated among the Members in proportion to their shares of the Simulated Basis in such property.

(c) Income Tax Allocations.

(i) All items of income, gain, loss and deduction for U.S. federal income tax purposes shall be allocated in the same manner as the corresponding item is allocated pursuant to Section 9.2(a) or 9.2(b), except as otherwise provided in this Section 9.2(c) or Section 9.2(d).

(ii) In accordance with the principles of Code Section 704(c) and the Treasury Regulations thereunder, income, gain, deduction and loss with respect to any property contributed to the capital of the Company shall, except as provided in Section 9.2(d) with respect to Depletable Properties, solely for U.S. federal income tax purposes, be allocated among the Members in order to account for any such difference using the "traditional method" under Treasury Regulation Section 1.704-3(b).

(iii) In accordance with the principles of Code Section 704(c) and the Treasury Regulations thereunder, income, gain, deduction and loss with respect to any property the Book Value of which is adjusted pursuant to Treasury Regulation Sections 1.704-1(b)(2)(iv)(e) or (f) shall, solely for U.S. federal income tax purposes, be allocated among the Members in order to account for any difference between such property's adjusted U.S. federal income tax basis and such property's Book Value using any reasonable method selected by the Board.

(iv) Any (A) recapture of depreciation or any other item of deduction shall be allocated, in accordance with Treasury Regulation Sections 1.1245-1(e) and 1.1254-5, to the Members who received the benefit of such deductions (taking into account the effect of remedial allocations), and (B) recapture of grants or credits shall be allocated to the Members in accordance with applicable Law.

(v) Tax credits of the Company shall be allocated among the Members as provided in Treasury Regulation Sections 1.704-1(b)(4)(ii) and 1.704-1(b)(4)(viii).

(vi) Allocations pursuant to this Section 9.2(c) are solely for purposes of U.S. federal, state, and local taxes and, except as otherwise specifically provided, shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

(vii) If, as a result of an exercise of a noncompensatory option to acquire an interest in the Company, a Capital Account reallocation is required under Treasury Regulation Section 1.704-1(b)(2)(iv)(s)(3), the Company shall make corrective allocations pursuant to Treasury Regulation Section 1.704-1(b)(4)(x).

(d) Income Tax Allocations with Respect to Depletable Properties.

(i) Cost and percentage depletion deductions with respect to any Depletable Property shall be computed separately by the Members rather than the Company. For purposes of such computations, the U.S. federal income tax basis of each Depletable Property shall be allocated to Members in proportion to each Member's contribution to the adjusted basis of such Depletable Property. For the avoidance of doubt, U.S. federal income tax basis of each Depletable Property that is a Linn Asset shall be allocated to LEH, and the U.S. federal income tax basis of each Depletable Property that is a Citizen Asset shall be allocated to Citizen. The Company shall inform each Member of such Member's allocable share of the U.S. federal income tax basis of each Depletable Property promptly following the acquisition of such Depletable Property by the Company or any adjustment resulting from expenditures required to be capitalized in such basis.

(ii) For purposes of the separate computation of gain or loss by each Member on the taxable disposition of Depletable Property, the amount realized from such disposition shall be allocated (A) first, to the Members in an amount equal to the Simulated Basis in such Depletable Property in proportion to their allocable shares thereof and (B) second, any remaining amount realized shall be allocated consistent with the allocation of Simulated Gains.

(iii) The allocations described in this Section 9.2(d) are intended to be applied in accordance with the Members' "interests in partnership capital" under Section 613A(c)(7)(D) of the Code. The provisions of this Section 9.2(d)(iii) and the other provisions of this Agreement relating to allocations under Code Section 613A(c)(7)(D) are intended to comply with Treasury Regulation Section 1.704-1(b)(4)(v) and shall be interpreted and applied in a manner consistent with such Treasury Regulations.

(iv) Each Member, with the assistance of the Company, shall separately keep records of its share of the adjusted tax basis in each Depletable Property, adjust such share of the adjusted tax basis for any cost or percentage depletion allowable with respect to such property and use such adjusted tax basis in the computation of its cost depletion or in the computation of its gain or loss on the disposition of such property by the Company. Upon the reasonable request of the Company, each Member shall advise the Company of its adjusted tax basis in each Depletable Property and any depletion computed with respect thereto, both as computed in accordance with the provisions of this Section 9.2(d)(iv) for purposes of allowing the Company to make adjustments to the tax basis of its assets as a result of certain transfers of interests in the Company or distributions by the Company. The Company may rely on such information and, if it is not *provided* by the Member, may make such reasonable assumptions as it shall determine with respect thereto.

(e) Other Allocation Rules.

(i) All items of income, gain, loss, deduction and credit allocable to an interest in the Company that may have been Transferred shall be allocated between the Transferor and the Transferee based on the portion of the Fiscal Year during which each was recognized as the owner of such interest, without regard to the results of Company operations during any particular portion of that year and without regard to whether cash distributions were made to the Transferor or the Transferee during that year; *provided*, *however*, that any allocation must be made in accordance with a method permissible under Code Section 706 and the Treasury Regulations thereunder.

(ii) The Members' proportionate shares of the "excess nonrecourse liabilities" of the Company, within the meaning of Treasury Regulation Section 1.752-3(a)(3), shall be allocated to the Members in any manner determined by the Board and permissible under the Treasury Regulations.

(iii) The definition of Capital Account set forth in Section 3.6 and the allocations set forth in Section 9.2 are intended to comply with the Treasury Regulations. If the Board determines that the determination of a Member's Capital Account or the allocations to a Member are not in compliance with the Treasury Regulations, the Board is authorized to make any appropriate adjustments.

ARTICLE 10
DISSOLUTION; WINDING UP AND TERMINATION

Section 10.1 Causes of Dissolution, Winding Up and Termination. The Company shall be dissolved and its affairs wound up only upon the earlier to occur of the following events:

(a) a Breakup pursuant to Section 4.8(b);

(b) an election to dissolve the Company by the unanimous consent of the Board;

(c) the entry of a decree of judicial dissolution of the Company pursuant to the provisions of the Delaware Act; or

(d) at any time there are no Members, unless the Company is continued without dissolution in accordance with the Delaware Act.

For the avoidance of doubt, the Bankruptcy or dissolution of any Member or Affiliate of any Member or the occurrence of any other event that terminates the continued membership of any Member shall not cause the Company to be dissolved or its affairs to be wound up, and upon the occurrence of any such event, the Company shall be continued without dissolution.

Section 10.2 Notice of Dissolution. Upon the dissolution of the Company, the Board shall promptly notify each Member of such dissolution.

Section 10.3 Liquidation. Upon dissolution of the Company, the Board shall carry out the winding up of the Company and shall immediately commence to wind up such affairs; *provided, however*, that a reasonable time shall be allowed for the orderly liquidation of the Assets and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The proceeds of liquidation shall be applied first to payment of all expenses and debts of the Company and setting up of such reserves as the Board reasonably deems necessary to wind up the Company's affairs and to provide for any contingent liabilities or obligations of the Company. Any remaining proceeds shall be distributed to the Members in accordance with their respective Percentage Interests in the Company.

Section 10.4 Termination. The Company shall terminate when all of the Assets, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for in this Article 10 and the Formation Certificate shall have been canceled, or such other documents required under the Delaware Act to be executed and filed with the Secretary of State of the State of Delaware have been so executed and filed, in the manner required by the Delaware Act.

Section 10.5 No Obligation to Restore Capital Accounts. In the event any Member has a deficit balance in any of its Capital Accounts at the time of the Company's dissolution, it shall not be required to restore such account to a positive balance or otherwise make any payments to the Company or its creditors or other Third Parties in respect of such deficiency.

ARTICLE 11
GOVERNING LAW; DISPUTE RESOLUTION

Section 11.1 Governing Law. THIS AGREEMENT AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION. SUBJECT TO SECTION 11.2, IN RESPECT OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, EACH OF THE PARTIES HERETO CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY FEDERAL OR STATE COURT LOCATED WITHIN HARRIS COUNTY, TEXAS, AND WAIVES ANY OBJECTION TO JURISDICTION OR VENUE OF, AND WAIVES ANY MOTION TO TRANSFER VENUE FROM, ANY OF THE AFORESAID COURTS. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE.

Section 11.2 Dispute Resolution. Other than the provisions regarding a Deadlock set forth in Section 4.8, which shall be resolved in accordance with the provisions set forth in Section 4.8, all Claims and controversies, in each case, arising out of or relating to this Agreement, shall be determined and resolved in accordance with the following procedures:

(a) Covered Disputes. Any Claim among the Members or their respective Affiliates arising out of or relating to this Agreement, including the meaning of its provisions, or the proper performance of any of its terms, its breach, termination or invalidity (each, a "***Dispute***") shall be resolved in accordance with the procedures specified in this Section 11.2, which shall be the sole and exclusive procedure for the resolution of any such Dispute, except that any Party, without prejudice to the following procedures, may file a complaint to seek preliminary injunctive or other provisional judicial relief, if in its sole judgment, that action is necessary to avoid irreparable damage or to preserve the status quo. Despite that action the Parties will continue to participate in good faith in the procedures specified in this Section 11.2.

(b) Initial Mediation. In the event of a Dispute, and prior to proceeding to arbitration pursuant to Section 11.2(c), the Parties must submit the Dispute to any mutually agreed mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the Dispute and the relief requested. The Dispute shall be mediated in Oklahoma City, Oklahoma within 30 days from the date that a written request for mediation is made by any Party, and the mediation shall be conducted before a single mediator to be agreed upon by the Parties. If the Parties cannot agree on the mediator, each Party shall select a mediator and the mediators so selected shall together unanimously select a neutral mediator who will conduct the mediation. The Parties shall cooperate with the mediation service and with one another in scheduling the mediation proceedings. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally by the Parties. The Parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the Parties, *provided* that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. The decision of the mediator shall be non-binding on the Parties.

(c) Arbitration as a Final Resort. Any Dispute that is not resolved by mediation pursuant to Section 11.2(b) must be resolved through the use of binding arbitration in accordance with the AAA Rules, as supplemented to the extent necessary to determine any procedural appeal question by the Federal Arbitration Act (Title IX of the United States Code). If there is any inconsistency between this Section 11.2(c) and the Commercial Arbitration Rules of the Federal Arbitration Act, the terms of this Section 11.2(c) shall control the rights and obligations of the Parties. Such arbitration shall be conducted as follows:

(i) If there is more than one Dispute that involves the same facts and parties as the facts and parties with respect to which arbitration has been initiated pursuant to this Agreement, such Disputes shall be consolidated into the first arbitration initiated pursuant to this Agreement.

(ii) Arbitration may be initiated by a Party ("***Claimant***") serving written notice on another Party ("***Respondent***") that the Claimant has referred the Dispute to binding arbitration pursuant to this Section 11.2(c). Claimant's notice initiating binding arbitration must describe in reasonable detail the nature of the Dispute and the facts and circumstances relating thereto and identify the arbitrator Claimant has appointed. Respondent shall respond to Claimant within 30 days after receipt of Claimant's notice, identifying the arbitrator Respondent has appointed. All arbitrators must be neutral parties who have never been officers, directors or employees of or performed material work for the Parties or any of their Affiliates within the preceding five-year period and must agree in writing to keep strictly confidential the specifics and existence of the dispute as well as all proprietary records of the Parties reviewed by the arbitrators in the process of resolving such dispute. Arbitrators must have a formal education or training in the area of dispute resolution and must have not less than seven years of experience as a lawyer in the energy industry with experience in upstream or transactional issues. The two arbitrators so chosen by the parties to the Dispute shall select a third arbitrator within 30 days after the second arbitrator has been appointed. If either (A) the Respondent fails to name its party-appointed arbitrator within the time permitted, or (B) the two

arbitrators are unable to agree on a third arbitrator within 30 days from the date the second arbitrator has been appointed, then, in either case, the missing arbitrator(s) shall be selected by the American Arbitration Association (the "***AAA***") with due regard given to the selection criteria above and input from the parties to the Dispute and other arbitrators. The AAA shall select the missing arbitrator(s) not later than 90 days from initiation of arbitration. In the event the AAA should fail to select the third arbitrator within 90 days from initiation of arbitration, then either party to the Dispute may petition the Chief United States District Judge for the Southern District of Texas to select the third arbitrator. Due regard shall be given to the selection criteria above and input from the parties to the arbitrable Dispute and other arbitrators.

(iii) Claimant and Respondent shall each pay one-half of the compensation and expenses of the AAA and the arbitrator(s).

(iv) The hearing shall be conducted in Oklahoma City, Oklahoma and commence within 60 days after the selection of the third arbitrator, unless delayed by order of the arbitrators. The hearing shall be based upon written position papers submitted by Claimant and Respondent within 30 days after the selection of the third arbitrator, stating such Person's proposed resolution of the dispute. The parties to the Dispute and the arbitrators shall proceed diligently and in good faith in order that the award may be made as promptly as possible. The arbitrators shall determine the Disputes and render a final award on or before 30 days following the completion of the hearing. The arbitrators' decision shall be in writing and set forth the reasons for the award. In rendering the award, the arbitrators shall abide by (A) the terms and conditions of this Agreement including, without limitation, any and all restrictions, prohibitions or limitations on damages or remedies set forth in this Agreement and (B) the Law of the State of Delaware. The arbitrators shall not have jurisdiction or authority to add to, detract from or alter in any way the provisions of this Agreement.

(v) Notwithstanding any other provision of this Agreement, any party to the Dispute may, prior to the appointment of the third arbitrator, seek temporary injunctive relief from any court of competent jurisdiction; *provided* that the party seeking such relief shall (if arbitration has not already been commenced) simultaneously commence arbitration. Such court-ordered relief shall not continue more than ten days after the appointment of the arbitrators and in no event for longer than 90 days. In order to prevent irreparable harm, the arbitrators shall have the power to grant temporary or permanent injunctive or other equitable relief. Except as provided in the Federal Arbitration Act, the decision of the arbitrators shall be final, binding on and non-appealable by the parties to the Dispute. Each party to the Dispute agrees that any arbitration award against it may be enforced in any court of competent jurisdiction and that either party to the Dispute may authorize any such court to enter judgment on the arbitrators' decisions. The arbitrators may not grant or award indirect, consequential, punitive or exemplary damages or damages for lost profits.

(vi) In any Dispute under this Agreement, the prevailing party to the Dispute shall be entitled to recover arbitration and court costs and attorneys' fees in addition to any other relief to which such Person is entitled.

(d) Tolling and Performance. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Section 11.2(c) are pending. The Parties shall take any action required to effectuate that tolling. Each party is required to continue to perform its obligations under this Agreement pending completion of the procedures set forth in Section 11.2(c), unless to do so would be impossible or impracticable under the circumstances.

ARTICLE 12
MISCELLANEOUS

Section 12.1 Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. Any signature hereto delivered by a Party by facsimile or other electronic transmission shall be deemed an original signature hereto.

Section 12.2 Notices. All notices and communications required or permitted to be given hereunder (but excluding service of process) shall be sufficient in all respects (a) if given in writing and delivered personally, (b) if sent by overnight courier, (c) if mailed by U.S. Express Mail or by certified or registered U.S. Mail with all postage fully prepaid, (d) sent by facsimile transmission (provided any such facsimile transmission is confirmed either orally or by written confirmation), or (e) sent by electronic mail transmission (provided any such electronic mail transmission is confirmed either orally or by written confirmation, including via a reply electronic mail transmission) and, in each case, addressed to the appropriate Party at the address for such Party shown below:

If to the Company:

Linn Operating, LLC
600 Travis Street, Suite 1400
Houston, Texas 77002
Attention: David Rottino, Chief Financial Officer
Email: DRottino@linnenergy.com

Citizen Energy II, LLC
320 S. Boston Ave., Suite 1300
Tulsa, OK 74103
Attn: James Woods and Robbie Woodard
Email: james@ce2ok.com and Robbie@ce2ok.com

JVL Advisors, LLC
SPQR Energy, LP
Lobo Baya LLC
10000 Memorial Dr., Suite 550
Houston, TX 77024
Attn: John V. Lovoi and Paul Loyd
Email: jlovoi@jvladvisors.com and pbl@loydhouse.com

with a copy (which shall not constitute notice) to:

Linn Operating, LLC
600 Travis Street, Suite 1400
Houston, Texas 77002
Attention: Candice Wells, General Counsel
Email: CWells@linnenergy.com

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: Michael Dillard
Email: michael.dillard@lw.com

and

Thompson & Knight LLP
333 Clay Street, Suite 3300
Houston, Texas 77002
Attention: Timothy T. Samson and Hunter White
Email: tim.samson@tklaw.com; hunter.white@tklaw.com

If to Linn:

Linn Energy Holdings, LLC
c/o Linn Energy, Inc.
600 Travis St., Suite 1400
Houston, Texas 77002
Attention: Candice Wells, General Counsel
Facsimile: (832) 426-5956
Email: CWells@linnenergy.com

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: Michael E. Dillard
John M. Greer
Facsimile: 713-546-5401
Email: Michael.Dillard@lw.com
John.Greer@lw.com

If to the Managers designated by the Linn Founding Group:

Linn Manager Group
c/o Linn Energy, Inc.
600 Travis St., Suite 1400
Houston, Texas 77002
Attention: Candice Wells, General Counsel
Facsimile: (832) 426-5956
Email: CWells@linnenergy.com

If to Citizen:

Citizen Energy II, LLC
320 S Boston Ave #1300
Tulsa, Oklahoma 74103
Attn: James Woods and Robbie Woodard
Email: james@ce2ok.com and Robbie@ce2ok.com

JVL Advisors, LLC
SPQR Energy, LP
Lobo Baya LLC
10000 Memorial Dr., Suite 550
Houston, TX 77024
Attn: John V. Lovoi; Paul Loyd
Facsimile: 713-579-2611
Email: jlovoi@jvladvisors.com and pbl@loydhouse.com

with a copy (which shall not constitute notice) to:

Thompson & Knight LLP
333 Clay Street, Suite 3300
Houston, Texas 77002
Attention: Timothy T. Samson and Hunter White
Facsimile: 832-397-8068
Email: timothy.samson@tklaw.com and hunter.white@tklaw.com

If to the Managers designated by the Citizen Founding Group:
Citizen Manager Group
c/o Citizen Energy II, LLC
320 S Boston Ave #1300
Tulsa, Oklahoma 74103
Attention: James Woods
Email: james@ce2ok.com

JVL Advisors, LLC
SPQR Energy, LP
Lobo Baya LLC
10000 Memorial Dr., Suite 550
Houston, TX 77024
Attn: John V. Lovoi; Paul Loyd
Facsimile: 713-579-2611
Email: jlovoi@jvladvisors.com and pbl@loydhouse.com

Any notice given in accordance herewith shall be deemed to have been given (i) when delivered to the addressee in person, or by courier, during normal business hours, or on the next Business Day if delivered after business hours, (ii) when received by the addressee via facsimile or electronic mail transmission during normal business hours, or on the next Business Day if received after business hours, or (iii) upon actual receipt by the addressee after such notice has either been delivered to an overnight courier or deposited in the U.S. Mail, as the case may be. The Parties may change the address, telephone number, facsimile number, electronic mail address and individuals to which such communications to any Member, the Company and/or any Manager are to be addressed by giving written notice to the Company, the Members, and the Managers in the manner provided in this Section 12.2. Notwithstanding anything in this Section 12.2 to the contrary, documents and other information to be delivered to the Members and/or the Managers hereunder (including any Required Information) may be transmitted to such Persons by electronic means other than electronic mail transmission; *provided* confirmation of the delivery of such documents and other information is confirmed orally or by written confirmation (including by automated electronic means).

Section 12.3 Waivers; Rights Cumulative. Any of the terms, covenants, or conditions hereof may be waived only by a written instrument executed by or on behalf of the Party waiving compliance. No course of dealing on the part of any Party, or its respective officers, employees, agents, accountants, attorneys, investment bankers, consultants or other authorized representatives, nor any failure by a Party to exercise any of its rights under this Agreement shall operate as a waiver thereof or affect in any way the right of such Party at a later time to enforce the performance of such provision. No waiver by any Party of any condition, or any breach of any term or covenant contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term or covenant. The rights of the Parties under this Agreement shall be cumulative, and the exercise or partial exercise of any such right shall not preclude the exercise of any other right.

Section 12.4 Entire Agreement. This Agreement and each other agreement executed by the Parties or their respective Affiliates in connection herewith (including the Contribution Agreement and the Master Services Agreement), and the exhibits and appendices hereto and thereto, collectively constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of such Parties and their respective Affiliates pertaining to the subject matter of this Agreement.

Section 12.5 Amendment. This Agreement may be amended only by an instrument in writing executed by all of the Parties and expressly identified as an amendment or modification; *provided*, *however*, that the Officers may make any amendments to any of the Schedules to this Agreement from time to time to reflect Transfers of Member Interests and issuances of additional Member Interests and the associated Units. Copies of such amendments shall be delivered to the Members promptly following execution thereof.

Section 12.6 Parties in Interest. Except as provided in Section 5.6, nothing in this Agreement, express or implied, shall entitle any Person other than the Parties or their respective successors and permitted assigns to any Claim, remedy or right of any kind.

Section 12.7 Binding Effect. Subject to the restrictions on dispositions of Member Interests herein contained, the provisions of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

Section 12.8 Confidentiality. Each Member agrees that all non-public and confidential information furnished to it pursuant to this Agreement (the "***Confidential Information***") will be kept confidential and will not be disclosed by such Member, or by any of its agents, representatives or employees, in any manner whatsoever (other than to the Company, another Member or any Person designated by the Company), in whole or in part, except that (a) each Member shall be permitted to disclose such information to those of its agents, representatives and employees who need to be familiar with such information in connection with such Member's investment in the Company (collectively, "***Representatives***"), as well as to its direct or indirect sub-advisors and funding sources, investors and potential investors of such Member or its sub-advisors, and who in each case are apprised of the confidential nature of such information, (b) each Member shall be permitted to disclose information to the extent required by Law (including in accordance with the disclosure practices of publicly reporting peer companies of the Members and pursuant to the reporting obligations of the Exchange Act of 1934, as amended), (c) each Member shall be permitted to disclose such information to possible Transferees of all or a portion of the Member's Member Interest, *provided* that such prospective Transferee shall execute a customary confidentiality agreement containing terms not less restrictive than the terms set forth herein, (d) each Member shall be permitted to disclose information to the extent necessary for the enforcement of any right of such Member arising under this Agreement and (e) each Member shall be permitted to report to its direct or indirect shareholders, limited partners, members or other owners, lenders or investors, as applicable, regarding the general status and financial performance of its investment in the Company; *provided*, *however*, that information shall not be deemed Confidential Information for purposes of this Section 12.8, where such information (i) was already known to such Member (or its Representatives) prior to the time of disclosure, (ii) later becomes known to such Member by having been disclosed to such Member (or its Representatives) by a Third Party without any obligation of confidentiality imposed on such Third Party to such Member's knowledge, (iii) is or becomes publicly known through no wrongful act of such Member (or its Representatives), or (iv) is independently developed by such Member (or its Representatives) without reference to any Confidential Information disclosed to such Member under this Agreement. Each Member shall be responsible for any breach of this Section 12.8 by its Representatives.

Section 12.9 Publicity.

(a) No party hereto shall issue, or permit any agent or Affiliate of it to issue, any press releases with respect to this Agreement unless such releasing party provides a copy of the proposed press release to the other parties hereto reasonably in advance of the proposed release date as necessary to enable such other parties to provide comments on such release; *provided* such other party hereto must respond with any comments within one Business Day after its receipt of such proposed press release.

(b) Notwithstanding anything to the contrary in Section 12.8 or Section 12.9(a), in the event of any Emergency or in the event that the Company, through its Officers, deems to be customary with respect to the Business, the Company may issue such press releases as it deems reasonably necessary in light of the circumstances and shall promptly provide each Member with a copy of any such press release.

Section 12.10 Preparation of Agreement. Each of the Parties and their respective counsels participated in the preparation of this Agreement. In the event of any ambiguity in this Agreement, no presumption shall arise based on the identity of the draftsman of this Agreement.

Section 12.11 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not materially affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 12.12 Non-Compensatory Damages. None of the Parties shall be entitled to recover from any other Party, or any other Party's respective Affiliates, any indirect, consequential, punitive, special or exemplary damages or damages for lost profits of any kind, in each case, arising under or in connection with this Agreement or the transactions contemplated hereby or thereby, except to the extent any such Party suffers such damages to a Third Party, which damages (including costs of defense and reasonable attorneys' fees incurred in connection with defending against such damages) shall not be excluded by this provision as to recovery hereunder. Subject to the preceding sentence, each Party, on behalf of itself and each of its Affiliates, waives any right to recover any indirect, consequential, punitive, special or exemplary damages or damages for lost profits of any kind, in each case, arising in connection with or with respect to this Agreement or the transactions contemplated hereby.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Execution Date.

LINN ENERGY HOLDINGS, LLC

By: /s/ Candice J. Wells
Name: Candice J. Wells
Title: Senior Vice President, General Counsel and Corporate Secretary

SIGNATURE PAGE TO
AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
ROAN RESOURCES LLC

CITIZEN ENERGY II, LLC

By: /s/ James R. Woods
Name: James R. Woods
Title: Manager

SIGNATURE PAGE TO
AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
ROAN RESOURCES LLC

APPENDIX I
DEFINITIONS

"***2015 Budget Act Partnership Audit Rules***" has the meaning set forth in Section 7.4(b).

"***AAA***" has the meaning set forth in Section 11.2(c)(ii).

"***AAA Rules***" means the Commercial Arbitration Rules of the AAA.

"***Addendum Agreement***" has the meaning set forth in Section 8.7.

"***Additional Member***" means any Person that is not already a Member that acquires (a) any Member Interest and associated Units directly from the Company or (b) any Equity Interest in the Company (other than a Member Interest and associated Units), which Person is admitted to the Company as a Member pursuant to the provisions of Section 8.8.

"***Adjusted Capital Account***" means the Capital Account maintained for each Member, (a) increased by any amounts that such Member is obligated to restore or is treated as obligated to restore under Treasury Regulation Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i)(5), and (b) decreased by any amounts described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) with respect to such Member. The foregoing definition of "Adjusted Capital Account" is intended to comply with the provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and 1.704-2 and shall be interpreted consistently therewith.

"***Advance Amount***" has the meaning set forth in Section 9.1(d)(iv).

"***Advancing Member***" has the meaning set forth in Section 3.4(c).

"***Affiliate***" means with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with, such Person. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, no Company Entity shall be considered an "Affiliate" of any Member or such Member's Affiliates, and the Citizen's "Affiliates" shall not include (a) JVL Advisors, L.L.C. ("***JVL***"), (b) any investment vehicles or investment funds for which JVL serves as adviser or manager, or (c) the portfolio investments of any such investment vehicle or investment fund (other than Citizen and its Subsidiaries).

"***Agreement***" has the meaning set forth in the introductory paragraph of this Agreement.

"***Allocation Period***" means the period (a) commencing on the date hereof or, for any Allocation Period other than the first Allocation Period, the day following the end of a prior Allocation Period and (b) ending (i) on the last day of each Fiscal Year, (ii) the day preceding any day in which an adjustment to the Book Value of the Company's properties pursuant to clauses (b)(i), (b)(ii), (b)(iii) or (b)(v) of the definition of Book Value occurs, (iii) immediately after any day in which an adjustment to the Book Value of the Company's properties pursuant to clause (b)(iv) of the definition of Book Value occurs or (iv) on any other date determined by the Board.

"***AMI***" has the meaning set forth in Section 2.9(b).

"***Annual Financial Statements***" has the meaning set forth in Section 6.3(a).

"***Annual Plan***" has the meaning set forth in Section 4.7(b).

"***Assets***" means the Company Entities' right, title and interest from time to time in all items owned or leased by the Company Entities, including real property, equipment and other tangible personal property, and Contracts, data and records, and other intangible personal property.

"***Authorized Units***" has the meaning set forth in Section 3.2.

"***Available Cash***" means, as of any date of determination, the following, without duplication: (a) the sum of all cash and cash equivalents of the Company on hand, less (b) the amount of any cash reserves established by the Board to provide for the proper conduct of the business of the Company (including reserves for future capital expenditures, working capital, anticipated future credit needs of the Company Entities, reserves for the repayment of any Company debt) subsequent to such date in accordance with the Initial Strategic Plan or the most recent Annual Plan approved by the Board; *provided*, *however*, that, notwithstanding Section 4.8, in the event that the Board has not established or cannot agree on the amount of such cash reserves, then the cash reserves for such quarter shall equal the reserves established in the immediately preceding quarter.

"***Bankruptcy***" means, with respect to any Person: (a) the filing by such Person of a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under the U.S. Bankruptcy Code (or corresponding provisions of future Laws) or any other insolvency Law, or a Person's filing an answer consenting to or acquiescing in any such petition; (b) the making by such Person of any assignment for the benefit of its creditors or the admission by a Person of its inability to pay its debts as they mature; or (c) the expiration of 90 days after the filing of an involuntary petition under the U.S. Bankruptcy Code (or corresponding provisions of future Laws) seeking an application for the appointment of a receiver for the assets of such Person, or an involuntary petition seeking liquidation, reorganization, arrangement or readjustment of its debts under any other insolvency Law, unless the same shall have been vacated, set aside or stayed within such 90 day period.

"***Big 4 Accounting Firm***" means any of Ernst & Young LLP, Deloitte LLP, KPMG LLP, and PricewaterhouseCoopers LLP.

"***Board***" has the meaning set forth in Section 4.1(a).

"***Book Value***" means, with respect to any property of the Company, such property's adjusted basis for U.S. federal income tax purposes, except as follows:

(a) The initial Book Value of any property contributed by a Member to the Company shall be the Fair Market Value of such property as of the date of such contribution.

(b) The Book Values of all properties shall be adjusted to equal their respective Fair Market Values in connection with (i) the acquisition of an interest (or additional interest) in the Company by any new or existing Member in exchange for more than a de minimis capital contribution to the Company or in exchange for the performance of more than a de minimis

amount of services to or for the benefit of the Company, (ii) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for an interest in the Company, (iii) the liquidation of the Company within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g)(1) (other than pursuant to Code Section 708(b)(1)(B)), (iv) the acquisition of an interest in the Company by any new or existing Member upon the exercise of a noncompensatory option in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(s), or (v) any other event to the extent determined by the Board to be permitted and necessary to properly reflect Book Values in accordance with the standards set forth in Treasury Regulation Section 1.704-1(b)(2)(iv)(q); *provided*, *however*, that adjustments pursuant to clauses (b)(i), (b)(ii) and (b)(iv) above shall be made only if the Board reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company. If any noncompensatory options are outstanding upon the occurrence of an event described in clauses (b)(i) through (b)(v) above, the Company shall adjust the Book Values of its properties in accordance with Treasury Regulation Sections 1.704-1(b)(2)(iv)(f)(1) and 1.704-1(b)(2)(iv)(h)(2).

(c) The Book Value of property distributed to a Member shall be adjusted to equal the Fair Market Value of such property as of the date of such distribution.

(d) The Book Value of all property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such property pursuant to Code Section 734(b) (including any such adjustments pursuant to Treasury Regulation Section 1.734-2(b)(1)), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m) and clause (g) of the definition of Profits or Losses; *provided*, *however*, that the Book Value of property shall not be adjusted pursuant to this clause (d) to the extent that the Board reasonably determines an adjustment pursuant to clause (b) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (d).

(e) If the Book Value of property has been determined or adjusted pursuant to clauses (a), (b) or (d) of this definition, such Book Value shall thereafter be adjusted by the Depreciation taken into account with respect to such property for purposes of computing Profits, Losses, Simulated Depletion and other items allocated pursuant to Section 9.2.

"***Breakup***" has the meaning set forth in Section 4.8(b).

"*Breakup Notice*" has the meaning set forth in Section 4.8(b).

"***Business***" means activities conducted by any Company Entity with respect to the Assets.

"***Business Day***" means a day (other than a Saturday or Sunday) on which commercial banks in Oklahoma, Texas and New York are generally open for business.

"***Calendar Month***" means any of the months of the Gregorian calendar.

"***Calendar Quarter***" means a period of three consecutive Calendar Months commencing on the first day of January, the first day of April, the first day of July and the first day of October in any Calendar Year.

"***Calendar Year***" means a period of 12 consecutive Calendar Months commencing on the first day of January and ending on the following 31st day of December, according to the Gregorian calendar.

"***Capital Account***" has the meaning set forth in Section 3.6(a).

"***Capital Contribution***" means any cash or contributed property that a Member contributes to the Company pursuant to Article III.

"***Capital Interest Percentage***" means, at any time of determination and as to any Member, the percentage of the total distributions that would be made to such Member if the assets of the Company were sold for their respective Book Values, all liabilities of the Company were paid in accordance with their terms (limited in the case of non-recourse liabilities to the Book Value of the property securing such liabilities), all items of Company Profit, Loss, income, gain, loss and deduction were allocated to the Members in accordance with Section 9.2, and the resulting net proceeds were distributed to the Members in accordance with Article 10; *provided*, *however*, that the Board may determine that the Members' Capital Interest Percentages should be determined based upon a hypothetical sale of the assets of the Company for their respective Fair Market Values (instead of Book Values) in order to ensure that such percentages correspond to the Members' "proportionate interests in partnership capital" as defined in Treasury Regulation Section 1.613A-3(e)(2)(ii). The foregoing definition of Capital Interest Percentage is intended to result in a percentage for each Member that corresponds with the Member's "proportionate interest in partnership capital" as defined in Treasury Regulation Section 1.613A-3(e)(2)(ii), and Capital Interest Percentage shall be interpreted consistently therewith.

"***Chairman***" has the meaning set forth in Section 4.1(b).

"***Change of Control***" means, with respect to a Person, a Transfer resulting in no less than a majority of the voting power of such Person, or the right to appoint a majority of the board of directors, board of managers or other governing body of such Person, being held by a third party who, immediately prior to the contemplated Transfer, (a) is not an equity owner of the subject Person or (b) a Permitted Transferee of the transferor making the contemplated Transfer.

"***Citizen***" has the meaning set forth in the recitals to this Agreement.

"***Citizen Assets***" has the meaning set forth in the Contribution Agreement.

"***Citizen Founding Member Group***" means Citizen and its permitted successors and assigns.

"***Citizen Manager Group***" has the meaning set forth in Section 4.1(b).

"***Citizen MSA***" has the meaning set forth in Section 4.2(e)(ii).

"***Claim***" means any claim, dispute, demand, suit, action, investigation, proceeding (whether civil, criminal, arbitrative, investigative, or administrative), governmental action, cause of action, and expenses and costs associated therewith (including attorneys' fees and court costs), whether now existing or hereafter arising, whether known or unknown, including such items involving or sounding in the nature of breach of contract, tort, statutory liability, strict liability, products

liability, liens, contribution, indemnification, fines, penalties, malpractice, professional liability, design liability, premises liability, environmental liability (including investigatory and cleanup costs and natural resource damages), safety liabilities (including OSHA investigations, litigation and pending fines), deceptive trade practices, malfeasance, nonfeasance, negligence, misrepresentation, breach of warranty, tortious interference with contractual relations, slander or libel.

"***Claimant***" has the meaning set forth in Section 11.2(c)(ii).

"***Closing***" has the meaning set forth in the recitals to this Agreement.

"***Code***" means the Internal Revenue Code of 1986, as amended, and any successor statute.

"***Company***" has the meaning set forth in the introductory paragraph of this Agreement.

"***Company Entity***" means the Company and its Subsidiaries.

"Competing Opportunity Notice" has the meaning set forth in Section 2.9(b).

"***Competing Person***" has the meaning set forth in Section 2.9(a).

"***Competitor***" means any Person that is primarily engaged in exploration or production activities for oil or gas in the AMI; *provided* that a "Competitor" shall not include a Person primarily engaged in investing in or financing exploration and production activities for oil or gas.

"***Confidential Information***" has the meaning set forth in Section 12.8.

"***Contract***" means any written contract or agreement, including an agreement regarding indebtedness, lease, mortgage, deed, license agreement, purchase order, commitment, letter of credit or any other legally binding arrangement.

"***Contribution Agreement***" has the meaning set forth in the recitals to this Agreement.

"***Control***" and its derivatives mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"***Covered Person***" means, in each case, whether or not a Person continues to have the applicable status referred to in the following list: a Member; any Affiliate of a Member; a Manager; each Member's representatives serving on any committee of the Board; any Officer or any officer of any Subsidiary of the Company; any officer, director, member, manager, stockholder, partner, employee, representative or agent of any Member or of any of its respective Affiliates; any Tax Matters Member; and any Tax Preparation Member.

"***Current Partnership Audit Rules***" has the meaning set forth in Section 7.4(a).

"***Deadlock***" has the meaning set forth in Section 4.8(a).

"***Default***" has the meaning set forth in Section 3.4(a).

"***Default Loan***" has the meaning set forth in Section 3.4(c).

"***Defaulted Commitment***" has the meaning set forth in Section 3.4(a).

"***Defaulting Member***" has the meaning set forth in Section 3.4(a).

"***Default Rate***" means the rate of interest per annum equal to the lesser of (i) 15% and (ii) the highest rate permitted by applicable Law.

"***Delaware Act***" has the meaning set forth in the recitals.

"***Depletable Property***" means each separate oil and gas property as defined in Code Section 614.

"***Depreciation***" means, for each Allocation Period an amount equal to the depreciation, amortization or other cost recovery deduction (excluding depletion) allowable for U.S. federal income tax purposes with respect to property for such Allocation Period, except that (a) with respect to any such property the Book Value of which differs from its adjusted tax basis for U.S. federal income tax purposes and which difference is being eliminated by use of the "remedial method" pursuant to Treasury Regulation Section 1.704-3(d), Depreciation for such Allocation Period shall be the amount of book basis recovered for such Allocation Period under the rules prescribed by Treasury Regulation Section 1.704-3(d)(2), and (b) with respect to any other such property the Book Value of which differs from its adjusted tax basis at the beginning of such Allocation Period, Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the U.S. federal income tax depreciation, amortization, or other cost recovery deduction for such Allocation Period bears to such beginning adjusted tax basis; *provided*, *however*, that if the adjusted tax basis of any property at the beginning of such Allocation Period is zero dollars ($0.00), Depreciation with respect to such property shall be determined with reference to such beginning value using any reasonable method selected by the Board.

"***Designating Member***" has the meaning set forth in Section 4.1(g).

"***Dispute***" has the meaning set forth in Section 11.2(a).

"***Disputed Matter***" has the meaning set forth in Section 4.8(a).

"***dollar***" or "***$***" has the meaning set forth in Section 1.2.

"***Economic Risk of Loss***" has the meaning set forth in Treasury Regulation Section 1.752-2(a).

"***Emergency***" means any sudden or unexpected event that causes, or risks causing, (a) substantial damage to any of the Assets of the Company Entities or the property of a Third Party, (b) death of or injury to any Person, (c) damage or substantial risk of damage to natural resources (including wildlife) or the environment, or (d) non-compliance with any applicable Law.

"***Emergency Costs***" means any costs and expenses that the Chief Executive Officer or Chief Operating Officer (or, in the absence of a Chief Executive Officer and Chief Operating Officer, the Board) believes are reasonably necessary to be expended by any Company Entity in order to mitigate or remedy any Emergency, including any Liabilities resulting from such Emergency.

"***Encumber***" or "***Encumbrance***" means a mortgage, lien, pledge, charge, claim, security interest or other legal or equitable encumbrance or restrictions of any nature whatsoever.

"***Equity Interests***" means, with respect to any Person, (a) capital stock, member interests, partnership interests, other equity interests, rights to profits or revenue and any other similar interest in such Person, (b) any security or other interest convertible into or exchangeable or exercisable for any of the foregoing, whether at the time of issuance or upon the passage of time or the occurrence of some future event, and (c) any warrant, option or other right (contingent or otherwise) to acquire any of the foregoing.

"***Execution Date***" has the meaning set forth in the introductory paragraph of this Agreement.

"***Fair Market Value***" means, with respect to any asset, the price at which a willing seller would sell, and a willing buyer would buy, the asset, free and clear of all Encumbrances, in an arms' length transaction for cash, without time constraints and without being under any compulsion to buy or sell.

"***Federal***" has the meaning set forth in Section 1.2.

"***Fiscal Year***" means the fiscal year of the Company, which shall end on December 31 of each Calendar Year unless, for U.S. federal income tax purposes, another fiscal year is required or the Board designates another fiscal year. Unless otherwise determined by the Board, the Company shall have the same fiscal year for U.S. federal income tax purposes and for accounting purposes.

"***Formation Certificate***" has the meaning set forth in the recitals to this Agreement.

"***Formation Date***" has the meaning set forth in the recitals to this Agreement.

"***Founding Member Group***" means each of the Linn Founding Member Group and the Citizen Founding Member Group.

"***GAAP***" means those United States generally accepted accounting principles and practices that are recognized as such by the Financial Accounting Standards Board (or any generally recognized successor) and that, in the case of the Company and its consolidated Subsidiaries, are applied for all periods in a consistent manner. If any change in any accounting principle or practice is required by the Financial Accounting Standards Board (or any successor) in order for such principle or practice to continue as a generally accepted accounting principle or practice, all reports and financial statements required hereunder with respect to the Company or with respect to the Company and its consolidated Subsidiaries may be prepared in accordance with such change.

"***Governmental Authority***" means any Federal, State, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

"***including***" has the meaning set forth in Section 1.2.

"***Initial Strategic Plan***" has the meaning set forth in Section 4.7(a).

"***Initiating Member***" has the meaning set forth in Section 4.8(b).

"***IPO***" has the meaning set forth in Section 8.11(a).

"***IPO Entity***" has the meaning set forth in Section 8.11(a).

"***IPO Exchange***" has the meaning set forth in Section 8.11(c).

"***IPO Execution Date***" has the meaning set forth in Section 8.11(a).

"***IPO Securities***" has the meaning set forth in Section 8.11(c).

"***Law***" means any constitution, decree, resolution, law, statute, act, ordinance, rule, directive, order, treaty, code or regulation and any injunction or final non-appealable judgment or any interpretation of the foregoing, as enacted, issued or promulgated by any Governmental Authority.

"***Liabilities***" means any and all Claims, payments, charges, judgments, assessments, liabilities, losses, damages, penalties, fines or costs and expenses, including any reasonable fees of attorneys, experts, consultants, accountants, and other professional representatives and legal or other expenses incurred in connection therewith and including liabilities, costs, losses and damages for personal injury, illness or death, property damage, Contract claims, torts or otherwise.

"***Linn***" has the meaning set forth in the recitals to this Agreement.

"***Linn Assets***" has the meaning set forth in the Contribution Agreement.

"***Linn Founding Member Group***" means LEH and its permitted successors and assigns.

"***Linn Manager Group***" has the meaning set forth in Section 4.1(b).

"***Linn MSA***" has the meaning set forth in Section 4.2(e)(ii).

"***Managers***" has the meaning set forth in Section 4.1(b).

"***Master Services Agreement***" has the meaning set forth in the Contribution Agreement.

"***Member***" means any Person executing this Agreement as of the date of this Agreement or any Person hereafter admitted to the Company as provided in this Agreement, in each case, as a member of the Company, but such term does not include any Person who has ceased to be a member in the Company.

"***Member Indemnitors***" has the meaning set forth in Section 5.6.

"***Member Interest***" means a limited liability company interest (as defined in the Delaware Act) in the Company; *provided*, *however*, that such term shall not include any management rights held by a Member solely in its capacity as a Member. A Member's Member Interest in the Company is evidenced by Units.

"***Member Nonrecourse Debt***" has the meaning assigned to the term "partner nonrecourse debt" in Treasury Regulation Section 1.704-2(b)(4).

"***Member Nonrecourse Debt Minimum Gain***" has the meaning assigned to the term "partner nonrecourse debt minimum gain" in Treasury Regulation Section 1.704-2(i)(2).

"***Member Nonrecourse Deduction***" has the meaning assigned to the term "partner nonrecourse deduction" in Treasury Regulation Section 1.704-2(i)(1).

"***Member Schedule***" means the Member Schedule attached as Appendix II.

"***Midstream Assets***" means (a) assets generally considered "midstream" in nature in accordance with generally accepted U.S. oil and gas industry practices and customs, including facilities and other assets relating to (i) natural gas gathering, storage, treating, compression, processing, and fractionation, (ii) oil and natural gas liquids gathering, storage and transmission, (iii) water handling and disposal, and (iv) CO_2 gathering, transportation and sequestration; (b) contracts and other agreements related to or in respect of the assets described in clause (a) above, including transportation, gathering, processing and treating contracts, saltwater disposal agreements, water injection agreements, produced water gathering and treating agreements, surface use agreements, right of way agreements, easements, joint use surface agreements, operating agreements, licenses and permits; and (c) all real property interests used or held for use in connection with the assets described in clause (a) above or granted pursuant to a contract or other agreement described in clause (b) above.

"***Minimum Gain***" has the meaning assigned to that term in Treasury Regulation Sections 1.704-2(b)(2) and 1.704-2(d).

"***Monthly Financial Reports***" has the meaning set forth in Section 6.3(c).

"***New Interests***" means any Member Interest and associated Units or other securities (other than debt securities not convertible into equity securities) of the Company, whether authorized now or in the future, and any rights, options or warrants to purchase any securities of the Company of any type whatsoever, including any such rights that may become convertible into or exchangeable or exercisable for any equity securities, other securities or rights, options or warrants; *provided*, *however*, that the definition of New Interests excludes (a) any compensation to employees, Officers, Managers or consultants of any Company Entity, and (b) any consideration paid to the selling Persons in connection with the acquisition by the Company of a Person (including issuances to management of such Person in connection with such acquisition).

"***New Interests Notice***" has the meaning set forth in Section 8.5(b).

"***Nonrecourse Deduction***" has the meaning assigned to that term in Treasury Regulation Section 1.704-2(b).

"***Non-Related Member***" means in the context of a Related Party Activity, any Member that is not a Related Member with respect to such Related Party Activity.

"***Non-Subscribing Member***" has the meaning set forth in Section 8.5(d).

"***Non-Transferring Members***" has the meaning set forth in Section 8.2(a).

"***Non-Transferring Member Offer***" has the meaning set forth in Section 8.2(b).

"***Offered Member Interest***" has the meaning set forth in Section 8.2(a).

"***Officer***" has the meaning set forth in Section 2.7.

"***Operating Committee***" has the meaning set forth in Section 4.2(e)(i).

"***Operating Committee Member***" has the meaning set forth in Section 4.2(e)(i).

"***Original LLC Agreement***" has the meaning set forth in the recitals to this Agreement.

"***Parties***" has the meaning set forth in the recitals to this Agreement.

"***Percentage Interest***" means, at any time of determination, with respect to any Member, a fraction, expressed as a percentage, (a) the numerator of which is the number of Units held by such Member as of such time, and (b) the denominator of which is the aggregate number of Units held by all Members as of such time, as such Percentage Interest may be adjusted from time to time in accordance with Section 3.3(b).

"***Permitted Transfer***" has the meaning set forth in Section 8.3.

"***Permitted Transferee***" has the meaning set forth in Section 8.3.

"***Person***" means any individual, corporation, company, partnership, limited partnership, limited liability company, trust, estate, Governmental Authority or any other entity.

"***Planned Capital Contribution***" has the meaning set forth in Section 3.4(a).

"***Preemptive Rights***" has the meaning set forth in Section 8.5(a).

"***Profits***" or "***Losses***" means, for each Allocation Period, an amount equal to the Company's taxable income or loss for such period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

(a) any income of the Company that is exempt from U.S. federal income tax and not otherwise taken into account in computing Profits and Losses pursuant to this definition of "Profits" and "Losses" shall be added to such taxable income or loss;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses," shall be subtracted from such taxable income or loss;

(c) in the event the Book Value of any asset is adjusted pursuant to clauses (b) or (c) of the definition of Book Value, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Book Value of the asset) or an item of loss (if the adjustment decreases the Book Value of the asset) from the disposition of such asset and shall, except to the extent allocated pursuant to Section 9.2(b), be taken into account for purposes of computing Profits or Losses;

(d) gain or loss resulting from any disposition of property (other than Depletable Property) with respect to which gain or loss is recognized for U.S. federal income tax purposes shall be computed by reference to the Book Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(e) gain resulting from any disposition of a Depletable Property with respect to which gain is recognized for U.S. federal income tax purposes shall be treated as being equal to the corresponding Simulated Gain;

(f) in lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation;

(g) to the extent an adjustment to the adjusted tax basis of any asset pursuant to Code Section 734(b) is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Account balances as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or an item of loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses; and

(h) any items that are allocated pursuant to Section 9.2(b) shall not be taken into account in computing Profits and Losses, but the amounts of the items of income, gain, loss, or deduction available to be specially allocated pursuant to Section 9.2(b) will be determined by applying rules analogous to those set forth in clauses (a) through (g) above.

"PV 10 Value" means the estimated future gross revenue to be generated from the production of proved reserves, net of estimated production and future development costs, excluding escalations of prices and costs based upon future conditions, before income taxes, and without giving effect to non-property-related expenses, discounted to a present value using an annual discount rate of 10%.

"***Quarterly Financial Statements***" has the meaning set forth in Section 6.3(b).

"***Quarterly Forecasts***" has the meaning set forth in Section 6.3(d).

"***Related Member***" means the Member that is (or has an Affiliate that is) the counterparty to the applicable Company Entity under a Related Party Agreement.

"***Related Party Activity***" means (a) the enforcement of (or causing the enforcement of) the following rights of any Company Entity under any Related Party Agreement: (i) enforcing (or causing to be enforced) any rights of any Company Entity under any Related Party Agreement in connection with any breach or default (or alleged breach or default) thereunder by the applicable related party counterparty, (ii) making or enforcing (or causing to be made or enforced) any claims by any Company Entity for indemnification under any Related Party Agreement or (iii) enforcing (or causing to be enforced) any rights of any Company Entity in connection with any dispute with the applicable related party counterparty under any Related Party Agreement, and (b) the waiver of (or causing the waiver of) any material rights of any Company Entity under any Related Party Agreement.

"***Related Party Agreement***" means any Contract between a Company Entity, on one hand, and any Member or any Affiliate of any Member (other than the Company Entities), on the other hand, whether directly or indirectly.

"Remaining Assets" has the meaning set forth in Section 4.8(b).

"***Remaining New Interests***" has the meaning set forth in Section 8.5(d).

"***Required Notice***" has the meaning set forth in Section 4.2(c)(i).

"***Representatives***" has the meaning set forth in Section 12.8.

"***Required Notice Information***" has the meaning set forth in Section 4.2(c)(ii).

"***Respondent***" has the meaning set forth in Section 11.2(c)(ii).

"***Right to Compete***" has the meaning set forth in Section 2.9(a).

"***Sale Notice***" has the meaning set forth in Section 8.2(a).

"***SEC***" means the United States Securities and Exchange Commission.

"***Securities Act***" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"***Simulated Basis***" means the Book Value of any Depletable Property. The Simulated Basis of each Depletable Property shall be allocated to each Member in accordance with such Member's Capital Interest Percentage as of the time such Depletable Property is acquired by the Company (and any additions to such Simulated Basis resulting from expenditures required to be capitalized in such Simulated Basis shall be allocated among the Members in a manner designed to cause the Members' proportionate shares of such Simulated Basis to be in accordance with their Capital Interest Percentages as determined at the time of any such additions), and shall be reallocated among the Members in accordance with the Members' Capital Interest Percentages as determined immediately following the occurrence of an event giving rise to an adjustment to the Book Values of the Company's Depletable Properties pursuant to clause (b) of the definition of Book Value.

"***Simulated Depletion***" means, with respect to each Depletable Property, a depletion allowance computed in accordance with U.S. federal income tax principles (as if the Simulated Basis of the property were its adjusted tax basis) and in the manner specified in Treasury Regulation Section 1.704-1(b)(2)(iv)(*k*)(*2*). For purposes of computing Simulated Depletion with respect to any Depletable Property, the Simulated Basis of such property shall be deemed to be the Book Value of such property, and in no event shall such allowance, in the aggregate, exceed such Simulated Basis.

"***Simulated Gain***" means the amount of gain realized from the sale or other disposition of Depletable Property as calculated in Treasury Regulation Section 1.704-1(b)(2)(iv)(*k*)(*2*).

"***Simulated Loss***" means the amount of loss realized from the sale or other disposition of Depletable Property as calculated in Treasury Regulation Section 1.704-1(b)(2)(iv)(*k*)(*2*).

"***State***" has the meaning set forth in Section 1.2.

"***Subscribing Member***" has the meaning set forth in Section 8.5(d).

"***Subsidiary***" means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares or member interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person, or a combination thereof, (b) a partnership (whether general or limited) or limited liability company in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership or member of such limited liability company, but only if more than 50% of the limited or general partnership interests or of the member interests of such partnership or limited liability company (considering all of the partnership or member interests of the partnership or limited liability company as a single class) is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person, or a combination thereof, or (c) any other Person in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

"***Subsidiary Organizational Document***" means the governing or organizational or similar documents of any Subsidiary of the Company, in each case, as the foregoing may be amended, supplemented or restated from time to time.

"***Substitute Member***" means any Person who acquires from a Member any or all of the Member Interests and associated Units held by such Member and is admitted to the Company as a Member pursuant to the provisions of Section 8.7.

"***Supplemental Capital Contribution***" has the meaning set forth in Section 3.4(a).

"***Tag-Along Exercise Notice***" has the meaning set forth in Section 8.4(b).

"***Tag-Along Exercise Period***" has the meaning set forth in Section 8.4(b).

"***Tag-Along Exercising Member***" has the meaning set forth in Section 8.4(c).

"***Tag-Along Member***" has the meaning set forth in Section 8.4(a).

"***Tag-Along Rights***" has the meaning set forth in Section 8.4(b).

"***Tag-Along Share***" means, with respect to the number of Units to be sold by each Tag-Along Exercising Member pursuant to Section 8.4, the number of Units equal to the product obtained by multiplying (x) the number of Units the proposed transferee proposes to purchase by (y) a fraction (A) the numerator of which is equal to the number of Units the Tag-Along Exercising Member proposes to sell or transfer to the proposed transferee and (B) the denominator of which is equal to the total number of Units proposed to be Transferred by all of the Tag-Along Exercising Members and the Tag-Along Member.

"***Tag Sale***" has the meaning set forth in Section 8.4(a).

"***Tag Sale Notice***" has the meaning set forth in Section 8.4(a).

"***Tax Matters Member***" has the meaning set forth in Section 7.4(a).

"***Tax Matters Member Indemnified Party***" or "***Tax Matters Member Indemnified Parties***" has the meaning set forth in Section 7.4(a).

"***Tax Preparation Member***" has the meaning set forth in Section 7.1(a).

"***Tax True Up Distribution***" has the meaning set forth in Section 9.1(d)(iii).

"***Third Party***" means any Person (other than any Company Entity) that is not a Member or an Affiliate of a Member or any of its Subsidiaries.

"***Transfer***" means any sale, assignment, or other disposition (whether directly or indirectly) by a Member of all or any portion of its Member Interest and associated Units; *provided* that sales, assignments or other dispositions of the equity interests of a Member or the equity interests of an equity holder of a Member shall not be deemed a "Transfer" for purposes of this Agreement.

"***Transferee***" means a Person that acquires all or any portion of a Member Interest as a result of a Transfer.

"***Transferor***" means a Person that Transfers all or any portion of a Member Interest as a result of a Transfer.

"***Transferring Member***" has the meaning set forth in Section 8.2(a).

"***Treasury Regulations***" means the regulations promulgated by the U.S. Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to sections of the Treasury Regulations shall include any corresponding provision or provisions of succeeding, similar, substitute, proposed or final Treasury Regulations.

"***Units***" has the meaning set forth in Section 3.2.

"***U.S.***" has the meaning set forth in Section 1.2.

APPENDIX II
MEMBER SCHEDULE
(as of the Execution Date)

Member Name	Units	Percentage Interest	Address
Linn Energy Holdings, LLC	1,500,000,000	50.0%	Linn Energy Holdings, LLC c/o Linn Energy, Inc. 600 Travis St., Suite 1400 Houston, Texas 77002
Citizen Energy II, LLC	1,500,000,000	50.0%	Citizen Energy II, LLC 320 S Boston Ave #1300 Tulsa, Oklahoma 74103
TOTAL:	**3,000,000,000**	**100%**	

APPENDIX III
INITIAL MANAGERS

Linn Manager Group:	Mark Ellis Evan Lederman Andrew Taylor Matthew Bonnano
Citizen Manager Group:	Paul Loyd Robbie Woodard James Woods James Bush

APPENDIX IV
INITIAL OPERATING COMMITTEE MEMBERS

Linn Operating Committee Members:	David Rottino
	Arden Walker
	Donald Davis
Citizen Operating Committee Members:	Greg Augsburger
	Robbie Woodard
	James Woods

APPENDIX V
INITIAL POWERS OF OFFICERS

Powers of Chairman and Officers. The Chairman and any Officers shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Appendix V and Article 4. The Board may from time to time elect such other Officers as may be necessary or desirable for the conduct of the Business as set forth in the Agreement. Such other Officers shall have such authority and responsibilities and shall hold their offices for such terms as shall be provided in this Agreement or as may be prescribed by the Board. As of the Execution Date, the Chairman and the Officers have been delegated the following powers and duties by the Board:

(a) Chairman. The Chairman shall preside, if present, at all meetings of the Board and shall perform such additional functions and duties as the Board may prescribe from time to time.

(b) Chief Executive Officer. The Chief Executive Officer, who may also be the Chairman, shall have general supervision and control of the affairs, business, operations and Assets of the Company and, subject to the control of the Board, shall see that all orders and resolutions of the Board are carried into effect and shall have the power to appoint and remove all subordinate Officers to the extent such subordinate Officers have not previously been appointed by the Board. The Chief Executive Officer may sign any Contracts or other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other Officer, or shall be required by applicable Law to be otherwise signed and executed. The Chief Executive Officer may declare any Emergency and may call for the expenditure of any Emergency Cost. The Chief Executive Officer shall also perform all duties and have all powers incident to the office of Chief Executive Officer and perform such other duties and may exercise such other powers as may be assigned by this Agreement or prescribed by the Board from time to time.

(c) Chief Operating Officer. The Chief Operating Officer shall, subject to the control of the Board and the Chief Executive Officer, in general, supervise and control all of the business and affairs of the Company. The Chief Operating Officer may sign any Contracts or other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to another Officer, or shall be required by applicable Law to be otherwise signed and executed. The Chief Operating Officer may declare any Emergency and may call for the expenditure of any Emergency Cost. The Chief Operating Officer shall also perform all duties and have all powers incident to the office of Chief Operating Officer and perform such other duties and may exercise such other powers as may be delegated by the Chief Executive Officer, as may be assigned by this Agreement or as may be prescribed by the Board from time to time.

(d) Vice Presidents. Any Executive Vice President, Senior Vice President and Vice President, in the order of seniority, unless otherwise determined by the Board, shall, in the absence or disability of the Chief Operating Officer, perform the duties and exercise the powers of the Chief Operating Officer. Such Vice Presidents shall, subject to the control of the Board and the authority of the Chief Executive Officer and/or the Chief Operating Officer, also perform the usual and customary duties and have the powers that pertain to such office and generally assist the Chief Executive Officer by executing Contracts and exercising such other powers and performing such other duties as are delegated to them by the Chief Executive Officer or the Chief Operating Officer, as may be assigned by this Agreement or as may be prescribed by the Board from time to time.

(e) Chief Financial Officer. The Chief Financial Officer shall perform all duties and have all powers incident to the office of the Chief Financial Officer and, subject to the control of the Board and the authority of the Chief Executive Officer, in general have overall supervision of the financial operations of the Company. The Chief Financial Officer shall receive and deposit all monies and other valuables belonging to the Company in the name and to the credit of the Company and shall disburse the same and only in such manner as the Board or the appropriate Officer, as applicable, may from time to time determine. The Chief Financial Officer shall render to the Board, the Members (for any purpose reasonably related to their interests as Members), the Chief Executive Officer and the Chief Operating Officer, whenever any of them so request, an account of all of his or her transactions as Chief Financial Officer and of the financial condition of the Company, and shall perform such other duties and may exercise such other powers as may be delegated by the Chief Executive Officer or the Chief Operating Officer, as may be assigned by this Agreement or as may be prescribed by the Board from time to time.

(f) General Counsel. The General Counsel shall be the principal legal Officer of the Company. The General Counsel shall, subject to the control of the Board, have general direction of and supervision over the legal affairs of the Company and shall advise the Board or the Members, as applicable, and the Officers on all legal matters. The General Counsel shall perform such other duties and may exercise such other powers as may be delegated by the Chief Executive Officer or the Chief Operating Officer, as may be assigned by this Agreement or as may be prescribed by the Board from time to time.

(g) Secretary. The Secretary shall keep or cause to be kept, in one or more books provided for that purpose, the minutes of all meetings of the Board and the committees of the Board (including with respect to any matters determined by the Board via written consent). The Secretary shall see that all notices are duly given in accordance with the provisions of this Agreement or any Subsidiary Organizational Document, as applicable, and as required by applicable Law, shall be custodian of the records and the seal of the Company (if any) and affix and attest the seal (if any) to all documents to be executed on behalf of the Company under its seal, shall see that the books, reports, statements, certificates and other documents and records required by applicable Law to be kept and filed are properly kept and filed and in general shall perform all duties and have all powers incident to the office of Secretary and perform such other duties and may exercise such other powers as may be delegated by the Chief Executive Officer or the Chief Operating Officer, as may be assigned by this Agreement or as may be prescribed by this Agreement or the Board from time to time.

EXHIBIT A
FORMATION CERTIFICATE

See attached.

EXHIBIT B
AREA OF MUTUAL INTEREST

See attached.

Exhibit B

EXHIBIT C
INITIAL STRATEGIC PLAN

See attached.

EXHIBIT D
FORM OF ADDENDUM AGREEMENT

See attached.

Exhibit 10.17

Published CUSIP Number: 53601UAA3

CREDIT AGREEMENT

DATED AS OF FEBRUARY 28, 2017,

AMONG

LINN ENERGY HOLDCO II LLC,
AS BORROWER,

LINN ENERGY HOLDCO LLC,
AS PARENT,

LINN ENERGY, INC.,
AS HOLDINGS

AND EACH OF THE SUBSIDIARY GUARANTORS PARTY HERETO FROM TIME TO TIME,
AS SET FORTH ON THE SCHEDULE OF SUBSIDIARY GUARANTORS
ATTACHED HERETO AS ANNEX I OR SUBSEQUENTLY EXECUTING A JOINDER AGREEMENT,

WELLS FARGO BANK, NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO FROM TIME TO TIME

SOLE BOOK RUNNER AND SOLE LEAD ARRANGER

WELLS FARGO SECURITIES, LLC

TABLE OF CONTENTS

ANNEXES, EXHIBITS AND SCHEDULES

THIS CREDIT AGREEMENT dated as of February 28, 2017, is among Linn Energy Holdco II LLC, a limited liability company duly formed and existing under the laws of the State of Delaware (the "Borrower"); Linn Energy Holdco LLC, a limited liability company duly formed and existing under the laws of the State of Delaware ("Parent"); Linn Energy, Inc., a corporation duly formed and existing under the laws of the State of Delaware ("Holdings" and collectively and severally with Parent, each a "Parent Guarantor"); each of the Subsidiaries set forth on the Schedule of Guarantors included herein as Annex I or otherwise from time to time party hereto (each a "Subsidiary Guarantor" and collectively, the "Subsidiary Guarantors"); each of the Lenders from time to time party hereto; and Wells Fargo Bank, National Association (in its individual capacity, "Wells Fargo"), as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent").

RECITALS

A. **WHEREAS**, Linn Energy, LLC, a limited liability company duly formed under the laws of the State of Delaware (the "Prepetition Borrower"), Wells Fargo Bank, National Association, as administrative agent for the lenders (the "Prepetition Administrative Agent"), and other financial institutions named and defined therein as lenders, including Wells Fargo Bank, National Association in its capacity as a lender (the "Prepetition Lenders" and each a "Prepetition Lender")entered into that certain Sixth Amended and Restated Credit Agreement dated as of April 24, 2013, as amended or otherwise modified (the "Prepetition Credit Agreement") from time to time through May 11, 2016 (the "Petition Date"), the date on which the Prepetition Borrower and certain of its Affiliates filed a voluntary proceeding under Chapter 11 of the Bankruptcy Code (the "Restructuring Proceeding") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court");

B. **WHEREAS**, the Prepetition Administrative Agent timely and properly filed that certain proof of claim (the "Master Proof of Claim") of (i) Wells Fargo Bank, National Association, Individually and as Administrative Agent under the Prepetition Credit Agreement, and (ii) the Prepetition Lenders and the other Secured Parties (as defined in the Prepetition Credit Agreement) pursuant to the Loan Documents with the Bankruptcy Court (the "Prepetition Claims");

C. **WHEREAS**, the disclosure statement, as amended from time to time, was filed by the Debtors with the Bankruptcy Court on December 3, 2016 and its adequacy was approved by the Bankruptcy Court on December 13, 2016;

D. **WHEREAS**, pursuant to the plan of reorganization filed by the Debtors with the Bankruptcy Court on December 3, 2016, as amended or supplemented from time to time, and confirmed by the Bankruptcy Court on January 24, 2017 (the "Plan of Reorganization"), upon the effective date of the Plan of Reorganization (the "Plan Effective Date"), the Prepetition Administrative Agent and the Prepetition Lenders have agreed in settlement of their Prepetition Claims in accordance with the Plan of Reorganization and on the terms and conditions set forth herein to enter into a new credit facility, and a portion of the Prepetition Claims arising under the Prepetition Credit Agreement will be deemed to be Revolving Loans and Term Loans drawn under this Agreement and the remainder of the Prepetition Claims of such Prepetition Lenders will be paid in full in cash;

E. **WHEREAS**, pursuant to the Plan of Reorganization, on the Plan Effective Date the Liens of the Administrative Agent for the benefit of the Lenders will be fully perfected without further action and the mortgages granted pursuant to the Prepetition Credit Agreement will remain in full force and effect and be assigned to the Administrative Agent for the benefit of the Lenders to secure the Obligations hereunder (as defined below) and assumed or ratified by the Obligors and their respective Subsidiaries; and

F. **WHEREAS,** pursuant to the Plan of Reorganization, on or prior to the Plan Effective Date, (i) Holdings and Parent will be organized and the Debtors that are subsidiaries of the Prepetition Borrower will engage in certain reorganization mergers, consolidations and dissolutions, (ii) Berry Petroleum Company, LLC will be sold to Berry Petroleum, Inc., (iii) the Prepetition Borrower will create a new wholly owned Subsidiary that will become the borrower hereunder, (iv) the Prepetition Borrower will contribute the Equity Interests and other assets held by it to the Borrower, (v) the Borrower and the Subsidiary Guarantors will enter into this Agreement; (vi) substantially contemporaneous therewith, the Plan Rights Offering will occur and Holdings will acquire all of the Equity Interests of Borrower from the Prepetition Borrower, Holdings will contribute the Equity Interests of Borrower to Parent and Holdings and Parent will be Guarantors of the Obligations hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained herein and in the Plan of Reorganization and of the loans, extensions of credit and commitments hereinafter referred to, the parties hereto agree as follows:

ARTICLE I
Definitions and Accounting Matters

Section 1.01 Terms Defined Above. As used in this Agreement, each capitalized term defined above has the meaning indicated above.

Section 1.02 Certain Defined Terms. As used in this Agreement, the following capitalized and other terms have the meanings specified below:

"ABR", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"Account Control Agreement" shall mean, as to any deposit or securities account of any Obligor or its Subsidiaries holding cash, Cash Equivalents, or securities and proceeds thereof held with a depositary bank, securities intermediary, securities broker or any other Person, an agreement or agreements in form and substance acceptable to the Administrative Agent among the Borrower or other Obligor or their respective Subsidiary owning such deposit or securities account, the Administrative Agent and the depositary bank, securities intermediary, securities broker or any other Person with respect thereto, which agreement or agreements result in fully perfected Liens in favor of the Administrative Agent and the Lenders in the cash, Cash Equivalents, or securities and proceeds thereof contained in such deposit or securities account and grant to the Administrative Agent exclusive authority to preclude any Obligor or their respective Subsidiaries from withdrawing funds, Cash Equivalents, or securities from such account and authorize the Administrative Agent to direct the transfer of the cash, Cash Equivalents, or securities and proceeds thereof contained in such deposit or securities account to the Administrative Agent's collateral account.

"Accounting Changes" means changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Public Company Accounting Oversight Board, the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the Securities and Exchange Commission (or successors thereto, or agencies with similar functions).

"Administrative Agent" has the meaning assigned to such term in the preamble.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Loans" has the meaning assigned such term in Section 5.05.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Aggregate Maximum Credit Amounts" at any time shall equal the sum of the Maximum Credit Amounts, as the same may be reduced or terminated pursuant to Section 2.06.

"Agreement" means this Credit Agreement, as the same may from time to time be amended, restated, amended and restated, supplemented or otherwise modified.

"Alternate Base Rate" means, for any day, a rate per annum equal to the highest of (a) 0.0%, (b) the Prime Rate in effect on such day, (c) the Federal Funds Effective Rate in effect on such day plus ½ of 1%, and (d) the LIBO Rate for a three-month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1.00%; provided that, in the context of this definition of Alternate Base Rate and for the avoidance of doubt, the LIBO Rate for any day shall be based on the rate as quoted at approximately 11:00 a.m. London time on such day to the Administrative Agent's London office for dollar deposits of $5,000,000 having a three-month maturity. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the LIBO Rate, respectively.

"AML Laws" means all laws, rules, and regulations of any jurisdiction applicable to any Lender, the Borrower, the Borrower's Subsidiaries or any other Obligor or its Subsidiaries from time to time concerning or relating to anti-money laundering.

"Anti-Corruption Laws" means all laws, rules, and regulations of the United States, the European Union, the United Kingdom, the United Nations, or any jurisdiction applicable to the Borrower, the Borrower's Subsidiaries or any other Obligor or its Subsidiaries from time to time concerning or relating to anti-bribery or anti-corruption.

"Applicable Margin" means, for any day, with respect to any ABR Loan or Eurodollar Loan, or with respect to the Commitment Fee Rate, as the case may be, the rate per annum set forth in the grid below:

Borrowings	Eurodollar Loans	ABR Loans	Commitment Fee Rate
Revolving Loans under the Conforming Borrowing Base	3.50%	2.50%	0.50%
Revolving Loans under the Non-Conforming Borrowing Base	5.50%	4.50%	0.50%
Term Loans	7.50%	6.50%	N/A

"Applicable Percentage" means, with respect to any Revolving Lender at any time, the percentage of the Aggregate Maximum Credit Amounts represented by such Revolving Lender's Maximum Credit Amount at such time; provided that, at any time a Defaulting Lender shall exist, "Applicable Percentage" shall mean the percentage of the Aggregate Maximum Credit Amounts (disregarding any Defaulting Lenders' Maximum Credit Amounts at such time, but subject to Section 4.04(c)(iii)(A)) represented by such Revolving Lender's Maximum Credit Amount at such time. The Applicable Percentages of the Revolving Lenders as of the Effective Date are set forth on Annex II.

"Approved Counterparty" means (a) any Lender or any Affiliate of a Lender and (b) any other Person whose long term senior unsecured debt rating is BBB/Baa2 by S&P or Moody's (or their equivalent) or higher at the time such Person enters into a Swap Agreement with the Obligors or their respective Subsidiaries.

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in commercial loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arranger" means Wells Fargo Securities, LLC, in its capacity as sole lead arranger and sole book runner hereunder.

"Assignee" means the Person identified as such in an Assignment and Assumption.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 12.04(b)), and accepted by the Administrative Agent, in the form of Exhibit D or any other form approved by the Administrative Agent.

"Assumed Tax Rate" means, for the Tax year or other period for which Permitted Tax Distributions are being calculated, the highest effective combined marginal U.S. federal, state and local income tax rate (taking into account the tax imposed by Code section 1411) applicable for such Tax year or other period to a natural person residing in or corporation doing business in a state and locality in which the Parent or one or more of its Subsidiaries has operations during such year or period, taking into account the character and source of the Company's tax income and gains by giving effect to any differences in applicable tax rates (ordinary income, capital gains, etc.) and any U.S. federal income tax deduction for such state and local income taxes, in each case, as determined in reasonable good faith by Parent.

"Availability Period" means the period from and including the Effective Date to but excluding the Termination Date.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"Bail-In Legislation" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"Bank Price Deck" means the Administrative Agent's forward curve for oil, natural gas and other Hydrocarbons as of the most recent Proposed Borrowing Base Notice.

"Bankruptcy Court" has the meaning assigned to such term in the Recitals.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America or any successor Governmental Authority.

"Borrower" has the meaning assigned to such term in the preamble.

"Borrowing" means Loans of the same Type and class, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

"Borrowing Base" means at any time an amount equal to the amount determined in accordance with Section 2.07, as the same may be adjusted from time to time pursuant to Section 2.07(e), Section 2.07(f), Section 2.07(g) or Section 8.12(c).

"Borrowing Base Deficiency" occurs if at any time the total Revolving Credit Exposures exceed the Borrowing Base then in effect and is equal to the amount of such excess.

"Borrowing Base Required Lenders" means, (a) at any time, (i) with respect to any vote to increase the Borrowing Base, one hundred percent of the Revolving Lenders, (ii) with respect to any vote to maintain the Borrowing Base at the then existing level, or to decrease the Borrowing Base, the Required Revolving Lenders, and (b) during the Non-Conforming Period, with respect to any vote to increase, decrease, or maintain the Conforming Borrowing Base, Required Revolving Lenders; provided that the Maximum Credit Amount and the outstanding principal amount of the Revolving Loans of, and the participation interests in Letters of Credit held by, each Defaulting Revolving Lender (if any) shall be excluded from the determination of Borrowing Base Required Lenders to the extent set forth in Section 4.04(c)(ii).

"Borrowing Request" means a request by the Borrower for a Borrowing in accordance with Section 2.03 or Section 2.09(c) in substantially the form of Exhibit E or such other form as may be mutually agreed by the Borrower and the Administrative Agent.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City or Houston, Texas are authorized or required by law to remain closed; and if such day relates to a Borrowing or continuation of, a payment or prepayment of principal of or interest on, or a conversion of or into, or the Interest Period for, a Eurodollar Loan or a notice by the Borrower with respect to any such Borrowing or continuation, payment, prepayment, conversion or Interest Period, any day which is also a day on which dealings in dollar deposits are carried out in the London interbank market.

"Cash Equivalents" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits, Eurodollar time deposits or overnight bank deposits having maturities of twelve (12) months or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States of any state thereof having combined capital and surplus of not less than $500,000,000; (c) commercial paper of an issuer rated at least A-1 by S&P or P-1 by Moody's, or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within 270 days from the date of acquisition; (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than thirty (30) days, with respect to securities issued or fully guaranteed or insured by the United States government; or (e) money market or other mutual funds substantially all of whose assets comprise securities of the type described in clauses (a) through (d) above.

"Cash Management Agreement" means any agreement to provide cash management services, including, but not limited to, treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management services.

"Capital Leases" means, in respect of any Person, all leases which shall have been, or should have been, in accordance with GAAP, recorded as capital leases on the balance sheet of the Person liable (whether contingent or otherwise) for the payment of rent thereunder.

"Casualty Event" means any loss, casualty or other insured damage to, or any nationalization, taking under power of eminent domain or by condemnation or similar proceeding of, any Property of the Obligors or their respective Subsidiaries.

"Change in Control" means (a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), excluding the Permitted Holders, shall become the "beneficial owner" (as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act),

directly or indirectly, of (x) more than thirty-five percent (35%) of the then outstanding voting stock of the Parent Guarantor and (y) a greater percentage of the then outstanding voting stock of the Parent Guarantor than the percentage then owned, directly or indirectly, beneficially by the Permitted Holders, (b) Holdings shall cease to own and control 100% of the voting equity interests of the Parent, (c) Holdings shall cease to own and control directly or indirectly at least 90% of the economic equity interests of the Parent, (d) Parent shall cease to own and control 100% of the voting and economic equity interests of the Borrower; (e) Borrower shall cease to own and control directly or indirectly 100% of the equity interests of any Subsidiary Guarantor, except pursuant to a transaction permitted by Section 8.10 or Section 9.11, (f) occupation of a majority of the seats (other than vacant seats) on the board of directors of Holdings, Parent or Borrower by Persons who were neither (i) nominated by the board of directors of Holdings, Parent or the Borrower as applicable nor (ii) appointed by directors so nominated or (g) any "change in control" (or other similar event, howsoever designated) shall occur under any Material Debt agreement.

"Change in Law" means the occurrence, (a) after the date of this Agreement, of any of the following: (i) the adoption of any law, rule or regulation by any Governmental Authority, (ii) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement, (iii) compliance by any Lender or any Issuing Bank (or, for purposes of Section 5.01(a)(i), by any lending office of such Lender or by such Lender's or such Issuing Bank's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement and (b) regardless of the date enacted, any of the following: (i) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or any Governmental Authority, in each case pursuant to Basel III or (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and any successor statute.

"Collateral" means substantially all Property of the Borrower and each Guarantor described in any Security Instrument as security for the Obligations, and all other Property that now exists or is hereafter acquired and secures (or is intended to secure) the Obligations.

"Commitment" means collectively the Revolving Loan Commitment and the Term Loan Commitment.

"Commitment Fee Rate" has the meaning assigned such term in the definition of Applicable Margin.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Conforming Borrowing" means, for any day, (a) at any time the outstanding principal amount of the Revolving Loans is less than or equal to the Conforming Borrowing Base then in effect, 100% of such Revolving Loans and (b) at any time the outstanding principal amount of the Revolving Loans is greater than the Conforming Borrowing Base, the portion of such Revolving Loans outstanding on such day that is equal to the product of (i) the outstanding principal amount of such Revolving Loans multiplied by (ii) a fraction the numerator of which is the Conforming Borrowing Base in effect on such day, and the denominator of which is the Borrowing Base in effect on such day of determination.

"Conforming Borrowing Base" means an amount determined in accordance with Section 2.07, as the same may be adjusted from time to time pursuant to the terms of this Agreement.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes (imposed in lieu of net income taxes) or branch profits Taxes.

"Consolidated Cash Balance" means, at any time of determination, (a) the sum of the aggregate amount of cash or Cash Equivalents, in each case, held or owned by (whether directly or indirectly), credited to the account of, or otherwise reflected as an asset on the balance sheet of, the Parent Guarantor and other Obligors minus (b) the sum of (i) Excluded Accounts, (ii) amounts designated to be paid as purchase price under a binding acquisition agreement within thirty (30) days of the applicable Consolidated Cash Measurement Day and (iii) good faith estimate of any issued checks or initiated wires or ACH transfers to the extent not already deducted pursuant to subpart (a) above and (iv) the General Unsecured Claims Amount held in the General Unsecured Claims Account and the amount of the then current balance held in the Professional Fee Escrow Account.

"Consolidated Cash Measurement Day" means each Friday of each week or such other Business Day of each week as the Administrative Agent and the Borrower may agree, commencing with the first full calendar week following the Effective Date.

"Consolidated Net Income" means with respect to the Parent Guarantor and its Consolidated Subsidiaries, for any period, the aggregate of the net income (or loss) of the Borrower and the Consolidated Subsidiaries after allowances for taxes for such period determined on a consolidated basis in accordance with GAAP; provided that there shall be excluded from such net income (to the extent otherwise included therein) the following (without duplication): (a) the net income of any Person in which the Borrower or a Consolidated Subsidiary has an interest (which interest does not cause the net income of such other Person to be consolidated with the net income of the Borrower and the Consolidated Subsidiaries in accordance with GAAP), except to the extent of the amount of dividends or distributions actually paid in cash during such period by such other Person to the Borrower or to a Consolidated Subsidiary, as the case may be; (b) the net income (but not loss) during such period of any Consolidated Subsidiary to the extent that the declaration or payment of dividends or similar distributions or transfers or loans by that Consolidated Subsidiary is not at the time permitted by operation of the terms of its charter or any agreement, instrument or Governmental Requirement applicable to such Consolidated Subsidiary or is otherwise restricted or prohibited, in each case determined in accordance with GAAP; (c) any extraordinary gains or losses during such period; (d) non-cash gains, losses or adjustments under FASB Statement No. 133 as a result of changes in the fair market value of derivatives; (e) any gains or losses attributable to writeups or

writedowns of assets, including ceiling test writedowns; and (f) non-cash share-based payments under FASB Statement No. 123R; and provided further that if the Borrower or any Consolidated Subsidiary shall acquire or dispose of any Property during such period, then Consolidated Net Income shall be calculated after giving pro forma effect to such acquisition or disposition, as if such acquisition or disposition had occurred on the first day of such period.

"Consolidated Subsidiary" means each Subsidiary of the Parent Guarantor (whether now existing or hereafter created or acquired) the financial statements of which are (or should be) consolidated with the financial statements of the Parent Guarantor in accordance with GAAP.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. For the purposes of this definition, and without limiting the generality of the foregoing, any Person that owns directly or indirectly ten (10%) or more of the Equity Interests having ordinary voting power for the election of the directors or other governing body of a Person will be deemed to "control" such other Person. "Controlling" and "Controlled" have meanings correlative thereto.

"Controlled Proceeds Accounts" means each and every cash, Cash Equivalent or securities deposit or securities account maintained by each Obligor or any of their respective Subsidiaries at any time (other than Excluded Accounts), all of which are set forth on Schedule 7.25 attached hereto and all of which are subject to Account Control Agreements.

"Credit Bid" means an offer submitted by the Administrative Agent (on behalf of the Lenders), based upon the instruction of the Required Lenders, to acquire the Property or Equity Interests of the Borrower or any Guarantor or any portion thereof in exchange for and in full and final satisfaction of all or a portion (as determined by the Administrative Agent, based upon the instruction of the Required Lenders) of the claims and Obligations under this Agreement and other Loan Documents.

"Debt" means, for any Person, the sum of the following (without duplication): (a) all obligations of such Person for borrowed money or evidenced by bonds, bankers' acceptances, debentures, notes or other similar instruments; (b) all obligations of such Person (whether contingent or otherwise) in respect of letters of credit, surety or other bonds and similar instruments; (c) all accounts payable, accrued expenses, liabilities or other obligations of such Person, in each such case to pay the deferred purchase price of Property or services (other than (i) accrued pension costs and other employee benefit and compensation obligations arising in the ordinary course of business and (ii) accounts payable incurred in the ordinary course of business which are either (A) not overdue by more than 60 days or (B) being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP); (d) all obligations under Capital Leases; (e) all obligations under Synthetic Leases; (f) all Debt (as defined in the other clauses of this definition) of others secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) a Lien on any Property of such Person, whether or not such Debt is assumed by such Person, provided that the amount of Debt for purposes of this clause (f) shall be an amount equal to the lesser of the unpaid amount of such Debt and the fair market value of the encumbered Property; (g) all Debt (as defined in the other clauses of this definition) of others guaranteed by such Person or

with respect to which such Person otherwise assures a creditor against loss of the Debt (howsoever such assurance shall be made) to the extent of the lesser of the amount of such Debt and the maximum stated amount of such guarantee or assurance against loss; (h) all obligations or undertakings of such Person to maintain or cause to be maintained the financial position or covenants of others or to purchase the Debt of others; (i) obligations to deliver commodities, goods or services, including, without limitation, Hydrocarbons, in consideration of one or more advance payments, other than gas balancing arrangements in the ordinary course of business (but only to the extent of such advance payments); (j) obligations under "take or pay" or similar agreements (other than obligations under firm transportation or drilling contracts); (k) any Debt of a partnership for which such Person is liable either by agreement, by operation of law or by a Governmental Requirement but only to the extent of such liability; (l) Disqualified Capital Stock of such Person; and (m) the undischarged balance of any production payment created by such Person or for the creation of which such Person directly or indirectly received payment. The Debt of any Person shall include all obligations of such Person of the character described above to the extent such Person remains legally liable in respect thereof notwithstanding that any such obligation is not included as a liability of such Person under GAAP.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Defaulting Lender" means any Lender, as reasonably determined by the Administrative Agent, that has (a) failed to fund any portion of its Loans or participations in Letters of Credit within three (3) Business Days of the date required to be funded by it hereunder, unless with respect to the Loans, the non-funding thereof is the subject of a good faith dispute, (b) notified the Borrower, the Administrative Agent, the Issuing Bank or any Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement, unless the reason such Lender is not complying with such obligations is due to a good faith dispute with regard to such obligations, (c) failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three (3) Business Days of the date when due, unless such failure to pay is the subject of a good faith dispute, (e) become the subject of a Bail-in Action, or (f) become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or, other than by way of an Undisclosed Administration, has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in such Lender or parent company thereof by a Governmental Authority or agency thereof so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United Sates or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority or agency thereof) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender.

"Disqualified Capital Stock" means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event, matures or is mandatorily redeemable for any consideration other than other Equity Interests (which would not constitute Disqualified Capital Stock), pursuant to a sinking fund obligation or otherwise, or is convertible or exchangeable for Debt or redeemable for any consideration other than other Equity Interests (which would not constitute Disqualified Capital Stock) at the option of the holder thereof, in whole or in part, on or prior to the date that is 91 days after the earlier of (a) the Maturity Date and (b) the date on which there are no Loans, LC Exposure or other obligations hereunder outstanding and all of the Commitments are terminated.

"dollars" or "$" refers to lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary that is organized under the laws of the United States of America or any state thereof or the District of Columbia.

"EBITDA" means, for any period, (a) Consolidated Net Income for such period plus (b) the following expenses or charges to the extent deducted in the calculation of Consolidated Net Income for such period: (i) exploration expenses, (ii) Interest Expense, (iii) income or franchise taxes, (iv) depreciation, depletion, amortization and other non-cash charges and losses, (v) documented and reasonable non-Affiliate third party fees, costs and expenses paid for attorneys, accountants, bankers and other advisors incurred in connection with (x) sales of Property or (y) issuance of Equity Stock by the Borrower, Parent, or Holdings, including without limitation thereof, an initial public offering, in each case to the extent such non-Affiliate third party fees, costs and expenses are fully paid from the gross proceeds of such (x) sales of Property or (y) issuance of Equity Stock by the Borrower, Parent, or Holdings; and (vi) any losses from an early unwind of any Swap Agreement, minus (c) the following income or gains to the extent included in the calculation of Consolidated Net Income for such period: (i) all interest income, (ii) all non-cash income and gains, (iii) all cancellation of debt income and (iv) any gains from an early unwind of any Swap Agreement; provided that if the Borrower or any Consolidated Subsidiary shall acquire or dispose of any Property (including Equity Interests of a Subsidiary) during such period, then, to the extent not reflected in the pro forma calculation of Consolidated Net Income, EBITDA shall be calculated after giving pro forma effect to such acquisition or disposition, as if such acquisition or disposition had occurred on the first day of such period; provided further that no such pro forma calculation shall be required for acquisitions or dispositions, in the ordinary course of business that in the aggregate are less than the lesser of (x) $50,000,000 and (y) five percent (5%) of the Borrowing Base.

"EDGAR" means the Electronic Data Gathering Analysis and Retrieval system operated by the SEC.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Effective Date" means the date on which (a) the conditions specified in Section 6.01 are satisfied (or waived in accordance with Section 12.02) and (b) the initial funding or deemed funding of the Loans and the deemed issuance of the Existing Letters of Credit occurs.

"Enforcement Action" means any action to enforce any Obligations or Loan Documents or to exercise any rights or remedies relating to any Collateral (whether by judicial action, self-help, notification of account debtors, setoff or recoupment, credit bid, action in an Obligor's Insolvency Proceeding or otherwise).

"Engineering Reports" has the meaning assigned such term in Section 2.07(c)(i).

"Environmental Laws" means any and all Governmental Requirements pertaining in any way to health and safety (to the extent relating to exposure to Hazardous Materials), the environment or the preservation or reclamation of natural resources, in effect in any and all jurisdictions in which the Borrower or any Subsidiary is conducting or at any time has conducted business, or where any Property of the Borrower or any Subsidiary is located, including without limitation, the Oil Pollution Act of 1990 ("OPA"), as amended, the Clean Air Act, as amended, the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, the Federal Water Pollution Control Act, as amended, the Occupational Safety and Health Act of 1970, as amended, the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended, the Safe Drinking Water Act, as amended, the Toxic Substances Control Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, and Hazardous Materials Transportation Act, as amended. The term "oil" shall have the meaning specified in OPA, the terms "hazardous substance" and "release" (or "threatened release") have the meanings specified in CERCLA, the terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA and the term "oil and gas waste" shall mean those waste that are excluded from the definition of "hazardous waste" pursuant to 40 C.F.R. Section 261.4(b)(5) ("Section 261.4(b)(5)"); provided, however, that (a) in the event either OPA, CERCLA, RCRA or Section 261.4(b)(5) is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment and (b) to the extent the laws of the state or other jurisdiction in which any Property of the Borrower or any Subsidiary is located establish a meaning for "oil," "hazardous substance," "release," "solid waste," "disposal" or "oil and gas waste" which is broader than that specified in either OPA, CERCLA, RCRA or Section 261.4(b)(5), such broader meaning shall apply.

"Environmental Permit" means any permit, registration, license, approval, consent, exemption, variance, or other authorization of a Governmental Authority required under or issued pursuant to applicable Environmental Laws.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing.

"Equipment and Facilities" means all hereditaments, appurtenances and properties in anywise appertaining, belonging, affixed or incidental to Hydrocarbon Interests or the lands pooled or unitized therewith, including, without limitation, any and all property, real or personal, situated upon the Hydrocarbon Interests or the lands pooled or unitized therewith, or used, held for use, or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or the lands pooled or unitized therewith, or with the production, sale, purchase, exchange, treatment, processing, handling, storage, transporting or marketing of Hydrocarbons from or attributable to such Hydrocarbon Interests or the lands pooled or unitized therewith, including, without limitation, any and all oil wells, gas wells, injection wells or other wells, buildings, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, pipelines, sales and flow lines, gathering lines and systems, field gathering systems, salt water disposal facilities, tanks and tank batteries, processing plants, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, facilities, appliances, tools, implements, cables, wires, towers, casing tubing and rods, surface leases, rights-of-way, easements, servitudes, licenses and other surface and subsurface rights together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute.

"ERISA Affiliate" means each trade or business (whether or not incorporated) which together with the Obligors or their respective Subsidiaries would be deemed to be a "single employer" within the meaning of Section 4001(b)(1) of ERISA or subsections (b), (c), (m) or (o) of Section 414 of the Code.

"ERISA Event" means (a) a reportable event described in Section 4043 of ERISA and the regulations issued thereunder, (b) the withdrawal of the Obligors or their respective Subsidiaries or any ERISA Affiliate from a Plan during a plan year in which it was a "substantial employer" as defined in Section 4001(a)(2) of ERISA, (c) the filing of a notice of intent to terminate a Plan or the treatment of a Plan amendment as a termination under Section 4041 of ERISA, (d) the institution of proceedings to terminate a Plan by the PBGC, (e) receipt by the Obligors or their respective Subsidiaries or any ERISA Affiliate of a notice of withdrawal liability pursuant to Section 4202 of ERISA with respect to any Multiemployer Plan, (f) the failure of a Plan to meet the minimum funding standards under Section 412 of the Code or Section 302(c) of ERISA (determined without regard to Section 412(c) of the Code or Section 303(c) of ERISA), (g) the failure of a Plan to satisfy the requirements of Section 401(a)(29) of the Code, Section 436 of the Code or Section 206(g) of ERISA or (h) any other event or condition which might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Eurodollar", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the LIBO Rate.

"Event of Default" has the meaning assigned such term in Section 10.01.

"Excepted Liens" means: (a) Liens for Taxes, assessments or other governmental charges or levies which are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been recorded and maintained in accordance with GAAP; (b) Liens in connection with workers' compensation, unemployment insurance or other social security, old age pension or public liability obligations which are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP; (c) statutory landlord's liens, operators', vendors', carriers', warehousemen's, repairmen's, mechanics', suppliers', workers', materialmen's, construction or other like Liens arising by operation of law in the ordinary course of business or incident to the exploration, development, operation and maintenance of Oil and Gas Properties each of which is in respect of obligations that are not more than 60 days delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP; (d) contractual Liens which arise in the ordinary course of business under operating agreements, joint venture agreements, oil and gas partnership agreements, oil and gas leases, farm-out agreements, division orders, contracts for the sale, transportation or exchange of oil and natural gas, unitization and pooling declarations and agreements, area of mutual interest agreements, overriding royalty agreements, marketing agreements, processing agreements, net profits agreements, development agreements, gas balancing or deferred production agreements, injection, repressuring and recycling agreements, salt water or other disposal agreements, seismic or other geophysical permits or agreements, and other agreements which are usual and customary in the oil and gas business and are for claims which are not more than 60 days delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP, provided that any such Lien referred to in this clause does not materially impair the use of the Property covered by such Lien for the purposes for which such Property is held by the Obligors or their respective Subsidiaries or materially impair the value of material Property subject thereto; (e) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights and remedies and burdening only deposit accounts or other funds maintained with a creditor depository institution, provided that no such deposit account is a dedicated cash collateral account or is subject to restrictions against access by the depositor in excess of those set forth by regulations promulgated by the Board and no such deposit account is intended by the Obligors or their respective Subsidiaries to provide collateral to the depository institution; (f) easements, restrictions, servitudes, permits, conditions, covenants, exceptions or reservations in any Property of the Obligors or their respective Subsidiaries for the purpose of roads, pipelines, transmission lines, transportation lines,

distribution lines for the removal of gas, oil, coal or other minerals or timber, and other like purposes, or for the joint or common use of real estate, zoning restrictions, rights of way, facilities and equipment, that do not secure any monetary obligations and which in the aggregate do not materially impair the use of such Property for the purposes of which such Property is held by the Obligors or their respective Subsidiaries or materially impair the value of any material Property subject thereto; (g) Liens on cash or securities pledged to secure performance of tenders, surety and appeal bonds, government contracts, performance and return of money bonds, bids, trade contracts, leases, statutory obligations, regulatory obligations and other obligations of a like nature incurred in the ordinary course of business; (h) judgment and attachment Liens on any Property, including Oil and Gas Property, not giving rise to an Event of Default; (i) Liens pursuant to merger agreements, stock purchase agreements, asset sale agreements and similar agreements (1) limiting the transfer of properties and assets pending consummation of the subject transaction or (2) in respect of earnest money deposits, good faith deposits, purchase price adjustment escrows and similar deposits and escrow arrangements made or established thereunder and (j) Liens arising from precautionary Uniform Commercial Code financing statement filings entered into by the Borrower and the Subsidiaries covering Property under true leases entered into in the ordinary course of business; provided, further Liens described in clauses (a) through (e) shall remain "Excepted Liens" only for so long as no action to enforce such Lien has been commenced; provided further, no intention to subordinate the first priority Lien granted in favor of the Administrative Agent and the Lenders is to be hereby implied or expressed by the permitted existence of any Excepted Liens.

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

"Excluded Account Cap" means an aggregate amount less than or equal to $2,500,000.00 at any time in all Excluded Accounts.

"Excluded Accounts" means, with respect to the Borrower or any Subsidiary, each deposit account set forth on Section 7.25 as an "Excluded Account" and that is not subject to an Account Control Agreement, to the extent used for (a) payroll accounts containing a balance not exceeding the amount of payroll expenses for one payroll period at any time, (b) tax withholding accounts, (c) employee benefit trust accounts, (d) zero balance accounts (other than lockbox accounts, to the extent Account Control Agreements are permitted by the applicable depository bank), (e) petty cash accounts containing a balance not exceeding $25,000 per account at any time and not to exceed $250,000 for all such accounts in the aggregate, (f) trust accounts holding royalty payment and working interest payments solely to the extent constituting property of a third party held in trust, (g) the General Unsecured Claims Account and (h) the Professional Fee Escrow Account.

"Excluded Swap Obligation" means, with respect to the Borrower or any Guarantor, (a) as it relates to all or a portion of any guarantee of the Borrower or such Guarantor, any Swap Obligation if, and to the extent that, such Swap Obligation (or any guarantee in respect thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Borrower's or such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations

thereunder at the time the guarantee of the Borrower or such Guarantor becomes effective with respect to such Swap Obligation or (b) as it relates to all or a portion of the grant by the Borrower or such Guarantor of a security interest, any Swap Obligation if, and to the extent that, such Swap Obligation (or such security interest in respect thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Borrower's or such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the security interest of the Borrower or such Guarantor becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal.

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender, any Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of the Borrower or any Guarantor hereunder or under any other Loan Document, (a) income or franchise Taxes imposed on (or measured by) its net income (however denominated), in each case, (i) by the United States of America or such other jurisdiction (or political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, or (ii) that are Other Connection Taxes, (b) any branch profits Taxes imposed by the United States of America or any similar Tax imposed by any other jurisdiction (or political subdivision thereof) in which the Borrower or any Guarantor is located, (c) in the case of a Lender any withholding Tax that is imposed on amounts payable to such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect at the time such Lender becomes a party to this Agreement (or designates a new lending office), unless such Lender (or its assignor, if any) was entitled at the time of designation of a new lending office (or assignment) to receive additional amounts with respect to such withholding Tax pursuant to Section 5.03(a) or Section 5.03(c), (d) any Taxes attributable to a recipient's failure to comply with Section 5.03(e) and (e) any U.S. federal withholding Taxes imposed under FATCA.

"Exemption Period" means any period during which the notional amounts of Swap Agreements in respect of interest rates (when aggregated with all other Swap Agreements of the Obligors or their respective Subsidiaries then in effect effectively converting interest rates from floating to fixed) exceed 100% of the then outstanding principal amount of the Borrower's Debt for borrowed money which bears interest at a floating rate as a result of the Borrower's repayment of Loans with the proceeds of any sale or issuance of Equity Interests or the proceeds of any Debt permitted to be incurred under this Agreement; provided, that such period occurs between (a) the date on which the Borrower or a Subsidiary signs a definitive acquisition agreement for any acquisition of Property or Equity Interests of any Person not prohibited by this Agreement and (b) the earliest of (i) the date such acquisition is consummated, (ii) the date such acquisition is terminated and (iii) 90 days after such definitive acquisition agreement was executed (or such longer period as to which the Administrative Agent may agree).

"Existing Letters of Credit" means (a) Standby Letter of Credit # IS0253913U, in the amount of $500,000 issued by Wells Fargo Bank, N.A., to Zurich American Insurance Company, as beneficiary, with an expiry date of October 23, 2017, (b) Standby Letter of Credit #

IS0269622U, in the amount of $300,000 issued by Wells Fargo Bank, N.A., to Claiborne Electric Cooperative, Inc., as beneficiary, with an expiry date of January 20, 2018, (c) Standby Letter of Credit # IS0275724U, in the amount of $685,000 issued by Wells Fargo Bank, N.A., to Zurich American Insurance Company, as beneficiary, with an expiry date of February 13, 2017, (d) Standby Letter of Credit # IS0365086U, in the amount of $335,000 issued by Wells Fargo Bank, N.A., to Starr Indemnity & Liability Company, as beneficiary, with an expiry date of January 8, 2018, (e) Standby Letter of Credit # LINN IS0010865, in the amount of $425,000 issued by Wells Fargo Bank, N.A., to Liberty Mutual Insurance Company, as beneficiary, with an expiry date of November 1, 2017, (f) Standby Letter of Credit # LINN IS0010913, in the amount of $11,015 issued by Wells Fargo Bank, N.A., to Lea County Electric Cooperative, as beneficiary, with an expiry date of March 1, 2018, (g) Standby Letter of Credit # LINN IS0010937, in the amount of $2,927,100 issued by Wells Fargo Bank, N.A., to City of Industry, as beneficiary, with an expiry date of July 16, 2017, (h) Standby Letter of Credit # LINN IS0011004, in the amount of $1,000,000 issued by Wells Fargo Bank, N.A., to Brea Hills, LLC, as beneficiary, with an expiry date of August 4, 2017.

"Extraordinary Expenses" means all costs, expenses or advances that the Administrative Agent may incur during a Default or Event of Default, or during the pendency of an Insolvency Proceeding of an Obligor, including those relating to (a) any audit, inspection, repossession, storage, repair, appraisal, insurance, manufacture, preparation or advertising for sale, sale, collection, or other preservation of or realization upon any Collateral; (b) any action, arbitration or other proceeding (whether instituted by or against the Administrative Agent, any Lender, any Obligor, any representative of creditors of an Obligor or any other Person) in any way relating to any Collateral (including the validity, perfection, priority or avoidance of the Administrative Agent's Liens with respect to any Collateral), Loan Documents, Letters of Credit or other Obligations, including any lender liability or other Claims; (c) the exercise of any rights or remedies of the Administrative Agent in, or the monitoring of, any Insolvency Proceeding; (d) settlement or satisfaction of taxes, charges or Liens with respect to any Collateral; (e) any Enforcement Action; and (f) negotiation and documentation of any modification, waiver, workout, restructuring or forbearance with respect to any Loan Documents or Obligations. Such costs, expenses and advances include transfer fees, Other Taxes, storage fees, insurance costs, permit fees, utility reservation and standby fees, legal fees of outside counsel, appraisal fees, brokers' and auctioneers' fees and commissions, accountants' fees, environmental study fees, wages and salaries paid to employees of any Obligor or independent contractors in liquidating any Collateral, and reasonable travel and other expenses.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (and any amendment or successor provisions that are substantively comparable and which do not impose criteria that are materially more onerous to comply with than those contained in such Sections), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code, and any applicable intergovernmental agreement entered into in connection with the implementation of such sections of the Code.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended.

"Federal Funds Effective Rate" means, for any day, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York; provided, that if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Financial Officer" means, for any Person, the chief financial officer, principal accounting officer, treasurer or controller of such Person. Unless otherwise specified, all references to a Financial Officer herein mean a Financial Officer of the Borrower.

"Financial Statements" means as of the date specified for delivery in accordance with Section 6.01 or Section 8.01, each of (a) the consolidated pro forma fresh start accounting balance sheet of Obligors, (b) the consolidated fresh start accounting balance sheet of the Obligors, (c) each consolidated and consolidating balance sheet and related statements of operations, cash flows, and as applicable, member's or shareholder's equity, as at the applicable reporting period end, in each case, as set forth in Sections 8.01(a) and (b).

"First Scheduled Redetermination Date" has the meaning assigned such term in Section 2.07(b).

"Flood Disaster Protection Act" means 42 U.S.C. 4002, as amended from time to time.

"Foreign Lender" means any Lender that is not a U.S. Person.

"Foreign Subsidiary" means any Subsidiary that is not a Domestic Subsidiary.

"Funded Debt" means any Debt of the type described in clause (a), (e), (i) or (m) of the definition thereof other than Loans.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time subject to the terms and conditions set forth in Section 1.05.

"General Unsecured Claims" means those disputed claims under the Restructuring Proceedings which (i) have not been paid in full pursuant to a final order of the Bankruptcy Court, (ii) are not Unsecured Notes Claims (as defined in the Plan of Reorganization) and (iii) are not Second Lien Notes Claims (as defined in the Plan of Reorganization).

"General Unsecured Claims Account" means a separate, designated deposit account that is an Excluded Account and in which the Borrower or other Obligor has deposited funds on the Effective Date and which funds are reserved solely to satisfy the Allowed General Unsecured Claims; provided such account shall cease to be an Excluded Account when the General Unsecured Claims have been settled or paid.

"General Unsecured Claims Amount" means $40,000,000 as such amount may be reduced by payments in respect of General Unsecured Claims.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government over the Obligors or their respective Subsidiaries, any of their Properties, the Administrative Agent, any Issuing Bank or any Lender.

"Governmental Requirement" means any law, statute, code, ordinance, order, determination, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization or other directive or requirement, whether now or hereinafter in effect, including, without limitation, Environmental Laws, energy regulations and occupational, safety and health standards or controls, of any Governmental Authority.

"Guarantor" means each of the Parent Guarantor, each Subsidiary Guarantor, and each other Person that becomes a guarantor of the Obligations hereunder.

"Guaranty Agreement" means the Guaranty Agreement, substantially in the form attached hereto as Exhibit C-1, executed by the Guarantors in favor of the Administrative Agent for the benefit of the Lenders, unconditionally guarantying on a joint and several basis, payment and performance of the Obligations, as the same may be amended, modified or supplemented from time to time.

"Hazardous Material" means any substance regulated or as to which liability might arise under any applicable Environmental Law and including, without limitation: (a) any chemical, compound, material, product, byproduct, substance or waste defined as or included in the definition or meaning of "hazardous substance," "hazardous material," "hazardous waste," "solid waste," "toxic waste," "extremely hazardous substance," "toxic substance," "contaminant," "pollutant," or words of similar meaning or import found in any applicable Environmental Law; (b) petroleum hydrocarbons, petroleum products, petroleum substances, natural gas, oil, oil and gas waste, crude oil, and any components, fractions, or derivatives thereof; and (c) radioactive materials, asbestos containing materials, polychlorinated biphenyls, or radon.

"Highest Lawful Rate" means, with respect to each Lender, the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Notes or on other Obligations under laws applicable to such Lender which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than applicable laws allow as of the date hereof.

"Holdings' Incentive Plan" means the Linn Energy, Inc. 2017 Omnibus Incentive Plan as in effect as of the Effective Date.

"Hydrocarbon Interests" means all rights, titles, interests and estates now or hereafter acquired in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, mineral fee interests, overriding royalty and royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature.

"Hydrocarbons" means oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined or separated therefrom.

"Indemnified Taxes" means (a) Taxes other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Obligor under any Loan Document, and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Indemnitee" has the meaning assigned such term in Section 12.03(b).

"Information" has the meaning assigned such term in Section 12.11.

"Initial Reserve Report" means that certain draft Reserve Report prepared by DeGolyer and MacNaughton with respect to Oil and Gas Properties of the Obligors or their respective Subsidiaries, as of December 31, 2016.

"Insolvency Proceeding" means any case or proceeding commenced by or against a Person under any state, federal or foreign law for, or any agreement of such Person to, (a) the entry of an order for relief under the Bankruptcy Code, or any other insolvency, debtor relief or debt adjustment law; (b) the appointment of a receiver, trustee, liquidator, administrator, conservator or other custodian for such Person or any part of its Property; or (c) an assignment or trust mortgage for the benefit of creditors.

"Interest Election Request" means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.04 in substantially the form of Exhibit F.

"Interest Expense" means, for any period, the sum (determined without duplication) of the aggregate gross interest expense of the Borrower and the Consolidated Subsidiaries for such period, including (a) to the extent included in interest expense under GAAP, unless otherwise provided in (iii) below: (i) amortization of debt discount, (ii) capitalized interest and (iii) the portion of any payments or accruals under Capital Leases allocable to interest expense, plus the portion of any payments or accruals under Synthetic Leases allocable to interest expense whether or not the same constitutes interest expense under GAAP and (b) cash dividend payments by the Parent Guarantor, Borrower or their respective Subsidiaries in respect of any Disqualified Capital Stock; but excluding non-cash gains, losses or adjustments under FASB Statement No. 133 as a result of changes in the fair market value of derivatives.

"Interest Period" means with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months thereafter, as the Borrower may elect; provided, that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (b) any Interest Period pertaining to a Eurodollar Borrowing that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Interim Redetermination" has the meaning assigned such term in Section 2.07(b).

"Investment" means, for any Person: (a) an acquisition (whether for cash, Property, services or securities or otherwise) of Equity Interests of any other Person or any agreement to make any such acquisition (including, without limitation, any "short sale" or any sale of any securities at a time when such securities are not owned by the Person entering into such short sale); provided, however, no commitment to make any such acquisition shall be an Investment for purposes of this Agreement to the extent the terms of such commitment provide for (i) a consent from applicable Lenders pursuant to Section 12.02 or (ii) a pay-off in full or refinancing in full of the Loans, in each case, as a condition to the closing of such acquisition, (b) the making of any deposit with, or advance, loan or capital contribution to, assumption of Debt of, purchase or other acquisition of any other Debt or equity participation or interest in, or other extension of credit to, any other Person (including the purchase of Property from another Person subject to an understanding or agreement, contingent or otherwise, to resell such Property to such Person, but excluding any such advance, loan or extension of credit having a term not exceeding ninety (90) days representing the purchase price of inventory or supplies sold by such Person in the ordinary course of business); or (c) the entering into of any guarantee of, or other contingent obligation (including the deposit of any Equity Interests to be sold) with respect to, Debt of any other Person and (without duplication) any amount committed to be advanced, lent, or extended to such Person, provided that, the amount of the Investment represented by such guarantee or contingent obligation shall be the lesser of the amount of the Debt that is the subject of such guarantee or contingent obligation and the maximum stated amount of such guarantee or contingent obligation.

"Issuing Bank" means each of Wells Fargo and any other Lender agreeing to act as an Issuing Bank, in its capacity as an issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.08(i). Any Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

"LC Commitment" at any time means Twenty Million Dollars ($20,000,000).

"LC Disbursement" means a payment made by any Issuing Bank pursuant to a Letter of Credit issued by such Issuing Bank.

"LC Exposure" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time. The LC Exposure of any Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time.

"Lenders" means collectively, the Revolving Lenders and the Term Lenders, or either group of such Lenders, as the context requires.

"Letter of Credit" means any standby letter of credit issued pursuant to this Agreement.

"Letter of Credit Agreements" means all letter of credit applications and other agreements (including any amendments, modifications or supplements thereto) submitted by the Borrower, or entered into by the Borrower, with any Issuing Bank relating to any Letter of Credit issued by such Issuing Bank.

"Leverage Ratio" means, on any date of determination, the ratio of (a) Total Net Debt as of such date to (b) EBITDA for the twelve month period ending on such date of determination.

"LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period, the greater of (i) 0.0% and (ii) the rate appearing on Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, two Business Days prior to the beginning of such Interest Period as the rate for dollar deposits with a maturity comparable to such Interest Period. In the event that such rate does not appear on such page (or otherwise on such screen), the "LIBO Rate" shall be determined by reference to such other comparable publicly available service for displaying Eurodollar rates as may be selected by the Administrative Agent or, in the absence of such availability, by reference to the rate at which the Administrative Agent is offered dollar deposits at or about 11:00 A.M., London time, two Business Days prior to the beginning of such Interest Period in the interbank Eurodollar market where its Eurodollar and foreign currency and exchange operations are then being conducted for delivery on the first day of such Interest Period for the number of days comprised therein.

"Lien" means any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on the common law, statute or contract, and whether such obligation or claim is fixed or contingent, and including but not limited to (a) the lien or security interest arising from a mortgage, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes or (b) production payments and the like payable out of Oil and Gas Properties. The term "Lien" shall include easements, restrictions, servitudes, permits, conditions, covenants, exceptions or reservations. For the purposes of this Agreement, the Obligors or their respective Subsidiaries shall be deemed to be the owner of any Property which they have acquired or hold subject to a conditional sale agreement, or leases under a financing lease or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person in a transaction intended to create a financing.

"Loan Documents" means this Agreement, the Notes, the Letter of Credit Agreements, the Letters of Credit, the Guaranty Agreement, the Security Instruments, Proposed Borrowing Base Notices, New Borrowing Base Notices, compliance certificates, subordination agreements, intercreditor agreements, landlord lien waivers, bailee agreements, or other document, instrument or agreement now or hereafter delivered by an Obligor or other Person to the Administrative Agent or a Lender in connection with the Loans borrowed or Letters of Credit issued hereunder.

"Loans" means collectively the Revolving Loans and the Term Loans, or either class of Loans, as the context requires.

"Majority Lenders" means, at any time while no Loans or LC Exposure are outstanding, Lenders having more than fifty percent (50.0%) of the sum of the Aggregate Maximum Credit Amounts and Term Loan Commitments; and at any time while any Loans or LC Exposure are outstanding, Lenders holding more than fifty percent (50.0%) of the outstanding aggregate principal amount of the Loans and participation interests in Letters of Credit (without regard to any sale by a Lender of a participation in any Loan under Section 12.04(c)); provided that, if at any time there are three or fewer Lenders, then all Lenders shall constitute the Majority Lenders; provided further that the Maximum Credit Amount, the Term Loan Commitment and the outstanding principal amount of the Loans of, and the participation interests in Letters of Credit held by, each Defaulting Lender (if any) shall be excluded from the determination of Majority Lenders to the extent set forth in Section 4.04(c)(ii).

"Majority Revolving Lenders" means, at any time while no Revolving Loans or LC Exposure are outstanding, Revolving Lenders having more than fifty percent (50.0%) of the Aggregate Maximum Credit Amounts; and at any time while any Revolving Loans or LC Exposure are outstanding, Revolving Lenders holding more than fifty percent (50.0%) of the outstanding aggregate principal amount of the Revolving Loans and participation interests in Letters of Credit (without regard to any sale by a Revolving Lender of a participation in any Revolving Loan under Section 12.04(c)); provided that, if at any time there are three or fewer Revolving Lenders, then all Revolving Lenders shall constitute the Majority Lenders; provided further that the Maximum Credit Amount and the outstanding principal amount of the Revolving Loans of, and the participation interests in Letters of Credit held by, each Defaulting Revolving Lender (if any) shall be excluded from the determination of Majority Revolving Lenders to the extent set forth in Section 4.04(c)(ii).

"Majority Term Lenders" means, at any time while no Term Loans are outstanding, Term Lenders having more than fifty percent (50.0%) of the Term Loan Commitments; and at any time while any Term Loans are outstanding, Term Lenders holding more than fifty percent (50.0%) of the outstanding aggregate principal amount of the Term Loans (without regard to any sale by a Term Lender of a participation in any Term Loan under Section 12.04(c)); provided that, if at any time there are three or fewer Term Lenders, then all Term Lenders shall constitute the Majority Term Lenders; provided further that the Term Loan Commitments and the outstanding principal amount of the Term Loans of held by each Defaulting Term Lender (if any) shall be excluded from the determination of Majority Term Lenders to the extent set forth in Section 4.04(c)(ii).

"Managers" means the members of the board of managers or board of directors (however designated from time to time) of the Borrower as constituted from time to time.

"Material Adverse Effect" means a material adverse change in, or material adverse effect on (a) the business, operations, Property or financial condition of the Borrower and the Guarantors taken as a whole, (b) the ability of the Borrower and the Guarantors, taken as a whole, to perform their obligations under the Loan Documents, (c) the validity or enforceability of any Loan Document or (d) the rights and remedies of the Administrative Agent, any Issuing Bank or any Lender under the Loan Documents.

"Material Debt" means Debt (other than the Loans and Letters of Credit), or obligations in respect of one or more Swap Agreements, of any one or more of the Obligors or their respective Subsidiaries in an aggregate principal amount exceeding $20,000,000. For purposes of determining Material Debt, the "principal amount" of the obligations of the Obligors or their respective Subsidiaries in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Obligors or their respective Subsidiaries would be required to pay if such Swap Agreement were terminated at such time.

"Maturity Date" means February 27, 2021; provided, however, the Non-Conforming Borrowing Base shall terminate on the Non-Conforming Period Termination Date.

"Maximum Credit Amount" means, as to each Revolving Lender, the amount set forth opposite such Revolving Lender's name on Annex II (as such Annex II may be amended from time to time in connection with any modification to any Maximum Credit Amount or Aggregate Maximum Credit Amounts pursuant to this Agreement) under the caption "Maximum Credit Amounts", as the same may be (a) reduced or terminated from time to time in connection with a reduction or termination of the Aggregate Maximum Credit Amounts pursuant to Section 2.06(b), or (b) modified from time to time pursuant to any assignment permitted by Section 12.04(b).

"Moody's" means Moody's Investors Service, Inc. and any successor thereto that is a nationally recognized rating agency.

"Mortgaged Property" means any Property owned by the Borrower or any Guarantor which is subject to the Liens created under the terms of the Security Instruments.

"Multiemployer Plan" means a multiemployer plan as defined in Section 3(37) or 4001 (a)(3) of ERISA to which any Borrower or any Subsidiary or any ERISA Affiliate is making or accruing an obligation to make contributions, or has within the six calendar years preceding the date hereof, made or accrued an obligation to make contributions.

"Net Cash Proceeds" means with respect to any incurrence or issuance of any Funded Debt, any Sale of Property, any Casualty Event and any termination or creation of off-setting positions in respect of hedge positions, the cash proceeds received therefrom (including, with respect to any Casualty Event, any insurance proceeds or condemnation awards in respect of such Casualty Event actually received by or paid to or for the account of the Borrower or any Subsidiary), net of attorneys' fees, investment banking fees, accountants' fees, underwriting discounts, taxes paid or reasonably estimated to be actually payable in connection therewith (including, for the avoidance of doubt, any income, withholding and other taxes payable as a result of the distribution of such proceeds to the Borrower) and commissions and other customary fees and expenses actually incurred in connection therewith.

"New Borrowing Base Notice" has the meaning assigned such term in Section 2.07(d).

"Non-Conforming Borrowing" means, for any day, the portion of the Revolving Loans outstanding that is equal to the outstanding principal amount of such Revolving Loans on such day minus the corresponding Conforming Borrowing.

"Non-Conforming Borrowing Base" means, at any time during the Non-Conforming Period, an amount equal to the Borrowing Base minus the Conforming Borrowing Base, but at no point less than zero dollars ($0.00).

"Non-Conforming Period" means the period from and including the Effective Date to and including the Non-Conforming Period Termination Date

"Non-Conforming Period Termination Date" means the earlier to occur of (a) August 28, 2020, and (b) the date on which the Borrower delivers written notification to the Administrative Agent of its election to permanently and irrevocably terminate the Non-Conforming Period (the "Non-Conforming Period Termination Notice"), which notice shall be irrevocable and effective immediately upon delivery of such notice, provided that no Non-Conforming Borrowings shall be outstanding at the time of the delivery of such notification or all of such Non-Conforming Borrowings shall be paid in full upon delivery of the Non-Conforming Period Termination Notice.

"Non-Defaulting Lender" means, at any time, each Lender that is not a Defaulting Lender at such time.

"Notes" means the Revolving Loan Notes and the Term Loan Notes.

"NYMEX Pricing" means, as of any date of determination with respect to any month or year as applicable (i) for crude oil, the closing settlement price for the Light, Sweet Crude Oil futures contract for such month or year as applicable, and (ii) for natural gas, the closing settlement price for the Henry Hub Natural Gas futures contract for such month or year as applicable, in each case as published by New York Mercantile Exchange (NYMEX), or any successor thereto (as such price may be corrected or revised from time to time by the NYMEX in accordance with its rules and regulations).

"Obligors" means collectively the Borrower, the Parent Guarantor and each other Person that becomes a Guarantor pursuant to the terms of this Agreement.

"Obligations" means, without duplication, any and all amounts owing or to be owing by the Borrower or any other Obligor (whether direct or indirect (including those acquired by assumption or novation), absolute or contingent, due or to become due, now existing or hereafter arising): (a) to the Administrative Agent, any Issuing Bank or any Lender under any Loan Document; and all renewals, extensions and/or rearrangements of any of the above and (b) to any Secured Hedge Provider under any Secured Swap Agreement; provided that, Excluded Swap Obligations shall not be Obligations of any Obligor that is not a Qualified ECP Guarantor. For the avoidance of doubt, Obligations shall include all (a) principal of and premium, if any, on the Loans, (b) LC Disbursements and LC Exposure and other obligations of Obligors with respect to Letters of Credit, (c) interest, expenses, fees, indemnification obligations, Extraordinary Expenses and other amounts payable by Obligors under Loan Documents, (d) Secured Cash Management Obligations, and (e) other Debts, obligations and liabilities of any kind owing by Obligors pursuant to the Loan Documents, whether now existing or hereafter arising, whether evidenced by a note or other writing, whether allowed in any Insolvency Proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether direct or indirect, absolute or contingent, due or to become due, primary or secondary, or joint or several.

"OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control.

"Oil and Gas Properties" means (a) Hydrocarbon Interests; (b) the Properties now or hereafter pooled or unitized with Hydrocarbon Interests; (c) all presently existing or future unitization, pooling agreements and declarations of pooled units and the units created thereby (including without limitation all units created under orders, regulations and rules of any Governmental Authority) which may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including production sharing contracts and agreements, which relate to any of the Hydrocarbon Interests or the lands pooled or unitized therewith, or the production, sale, purchase, exchange, treatment, processing, handling, storage, transporting or marketing of Hydrocarbons from or attributable to such Hydrocarbon Interests or the lands pooled or unitized therewith; (e) all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests or the lands pooled or unitized therewith, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests or the lands pooled or unitized therewith; (f) all tenements, hereditaments, appurtenances and Properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests or the lands pooled or unitized therewith and (g) all Properties, rights, titles, interests and estates, real or personal, now owned or hereafter acquired and situated upon, or used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or lands pooled or unitized therewith, or with the production, sale, purchase, exchange, treatment, processing, handling, storage, transporting or marketing of Hydrocarbons from or attributable to such Hydrocarbon Interests or the lands pooled or unitized therewith, including any and all oil wells, gas wells, injection wells or other wells, buildings, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, pipelines, sales and flow lines, gathering lines and systems, field gathering systems, salt water disposal facilities, tanks and tank batteries, processing plants, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, facilities, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements, servitudes, licenses and other surface and subsurface rights together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing. Unless otherwise indicated herein, each reference to the term "Oil and Gas Properties" shall mean Oil and Gas Properties of the Obligors or their respective Subsidiaries.

"Organizational Documents" means, with respect to any Person, its charter, certificate or articles of incorporation or formation, bylaws, articles of organization, limited liability agreement, operating agreement, members agreement, shareholders agreement, partnership agreement, certificate of partnership, certificate of formation, voting trust agreement, or similar agreement or instrument governing the formation or operation of such Person.

"Other Connection Taxes" means, with respect to the Administrative Agent, any Lender, the Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of the Borrower or any other Obligor hereunder or under any other Loan Document, Taxes imposed as a result of a present or former connection between such recipient and the

jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means all present or future stamp, court, documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a Lien under, or otherwise with respect to, this Agreement and any other Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 5.04).

"Parent Guarantor" has the meaning assigned to such term in the preamble.

"Participant" has the meaning set forth in Section 12.04(c)(ii).

"Participant Register" has the meaning set forth in Section 12.04(c)(ii).

"Patriot Act" has the meaning assigned to such term in Section 12.16.

"PBGC" means the Pension Benefit Guaranty Corporation, or any successor thereto.

"Permitted Holder" means a Person or "group" (within the meaning of Rule 13d-5 of the Securities Exchange Act of 1934 and the rules of the SEC thereunder as in effect on the date hereof) issued Equity Interests on the Effective Date as part of the Plan Rights Offering or any Affiliate of such Person or "group" (within the meaning of Rule 13d-5 of the Securities Exchange Act of 1934 and the rules of the SEC thereunder as in effect on the date hereof).

"Permitted Refinancing Debt" means Debt (for purposes of this definition, "new Debt") incurred in exchange for, or proceeds of which are used to extend, renew, replace, defease, discharge, refund, refinance or otherwise retire for value, in whole or in part (for purposes of this definition, a "Refinancing"), any other Debt or any Permitted Refinancing Debt theretofore incurred (for purposes of this definition, as applicable, the "Refinanced Debt"); provided that (a) such new Debt is in an aggregate principal amount not in excess of the sum of (i) the original principal amount of the Refinanced Debt and (ii) an amount necessary to pay any fees, expenses, accrued but unpaid interest and premiums related to such Refinancing plus any original issue discount associated with such new Debt, (b) such new Debt has a stated maturity no earlier than the date that is 180 days after the Maturity Date and (c) such new Debt (and any guarantees thereof) is subordinated in right of payment to the Obligations (or, if applicable, the Guaranty Agreement) to at least the same extent as the Refinanced Debt or is otherwise subordinated on terms reasonably satisfactory to the Administrative Agent.

"Permitted Tax Distributions" means distributions to the members of Parent, on or prior to each quarterly estimated U.S. federal income Tax payment date (or such other dates necessary with respect to payments in respect of Taxes other than estimated U.S. federal income Taxes), in an amount with respect to each member not to exceed with respect to any Tax year the excess, if any, of (a) the product of (i) the net taxable income of the Parent (as computed for U.S. federal

income Tax purposes) attributable to the applicable period and all prior periods in the applicable Tax year allocated by the Parent to such member, (x) based upon (I) the information returns filed by the Parent, as amended or adjusted to date, and (II) reasonable amounts estimated in good faith by the Parent, in the case of periods within such Tax year for which the Parent has not yet filed information returns (determined by disregarding any adjustment to the taxable income of any member that arises under Code section 743(b) and is attributable to the acquisition by such member of an interest in the Parent in a transaction described in Code section 743(a)), and (y) calculated by taking into account Tax losses, deductions and credits for prior periods within such Tax year, multiplied by (ii) the Assumed Tax Rate, over (b) the aggregate amount of distributions made by the Parent to such member with respect to such Tax year (treating any prior distributions made with respect to tax income or gains for such Tax year, regardless of when made, and any other distribution made during such Tax year, as being made with respect to such Tax year).

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity of whatever nature.

"Petition Date" has the meaning assigned to such term in the Recitals.

"Plan" means any employee pension benefit plan, as defined in Section 3(2) of ERISA, that is subject to Title IV of ERISA or Section 412 of the Code and (a) is currently or hereafter sponsored, maintained or contributed to by the Borrower, any of its Subsidiaries or an ERISA Affiliate or (b) was at any time during the six calendar years preceding the date hereof, sponsored, maintained or contributed to by the Borrower, any of its Subsidiaries or an ERISA Affiliate.

"Plan Effective Date" has the meaning assigned to such term in the Recitals.

"Plan Lender Paydown" means the cash payments equal to the sum of (i) $500,000,000 from cash proceeds of the Plan Rights Offering, plus (ii) $538,986,056.51 from the Obligors' Consolidated Cash Balance; provided, that the Obligors and their respective Subsidiaries shall be in compliance with Section 3.04(c)(vii) on a pro forma basis after giving effect to the Plan Lender Paydown.

"Plan of Reorganization" has the meaning assigned to such term in the Recitals.

"Plan Rights Offering" means the offering of rights to purchase shares of Holdings and the issuance of such shares at an aggregate price of $530,000,000 in accordance with the terms of the Plan of Reorganization.

"Pledge Agreement" means the Pledge Agreement, substantially in the form attached hereto as Exhibit C-2, executed by the Obligors, in favor of the Administrative Agent for the benefit of the Lenders.

"Prepetition Administrative Agent" has the meaning assigned to such term in the Recitals.

"Prepetition Borrower" has the meaning assigned to such term in the Recitals.

"Prepetition Claims" has the meaning assigned to such term in the Recitals.

"Prepetition Credit Agreement" has the meaning assigned to such term in the Recitals.

"Prepetition Financial Statements" the audited financial statements of the Prepetition Borrower for the fiscal year ended December 31, 2015.

"Prepetition Lender" has the meaning assigned to such term in the Recitals.

"Prepetition Mortgage" means each of those certain mortgages and deeds of trust, fixture filings, assignments of as-extracted collateral, security agreements and financing statements executed and delivered by each of the Obligors or their respective Subsidiaries party thereto, as the "grantor" or "mortgagor," for the benefit of the Prepetition Administrative Agent, as amended, amended and restated, supplemented and modified prior to the date hereof, and recorded in the office designated for the filing of a record of a mortgage, deed of trust or financing statement in, among others, the jurisdictions set forth in Annex V hereto.

"Prime Rate" means the rate of interest per annum publicly announced from time to time by Wells Fargo Bank, National Association as its prime rate in effect at its principal office in Charlotte, North Carolina; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective. Such rate is set by Wells Fargo Bank, National Association as a general reference rate of interest, taking into account such factors as Wells Fargo Bank, National Association may deem appropriate; it being understood that many of the commercial or other loans of Wells Fargo Bank, National Association are priced in relation to such rate, that it is not necessarily the lowest or best rate actually charged to any customer and that Wells Fargo Bank, National Association may make various commercial or other loans at rates of interest having no relationship to such rate.

"Professional Fee Escrow Account" means an escrow account for professional fees funded in accordance with the Plan of Reorganization; provided no additional deposits shall be permitted to such account by any Obligor; provided further, such account shall cease to be an Excluded Account when the Professional Fees permitted by the Plan of Reorganization have been paid in full.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, cash, securities, accounts and contract rights.

"Property Sale Redetermination Date" means the date on which a Borrowing Base and Conforming Borrowing Base that have been redetermined pursuant to Section 2.07(g) become effective as provided in Section 2.07(g).

"Proposed Borrowing Base" has the meaning assigned to such term in Section 2.07(c)(i).

"Proposed Borrowing Base Notice" has the meaning assigned to such term in Section 2.07(c)(ii).

"Proved Developed Producing Properties" means Oil and Gas Properties which are categorized as "Proved Reserves" that are both "Developed" and "Producing", as such terms are defined in the Definitions for Oil and Gas Reserves as promulgated by the Society of Petroleum Engineers (or any generally recognized successor) as in effect at the time in question.

"Proved Reserves" has the meaning assigned to such term in the Definitions for Oil and Gas Reserves as promulgated by the Society of Petroleum Engineers (or any generally recognized successor) as in effect at the time in question.

"PV-10" means, as of any date of determination, the present value of (i) future cash flows from Proved Reserves included in the Oil and Gas Properties, as set forth in the most recent Reserve Report delivered pursuant to Section 8.11(a), utilizing (a) a 10% discount rate and (b) Strip Pricing, in each case based upon the economic assumptions consistent with the Administrative Agent's lending practices at the time of determination; provided that the present value of future cash flows from such Proved Reserves categorized as other than "proved developed producing" or "proved developed non-producing" in accordance with the petroleum reserves definitions promulgated by the Society of Petroleum Engineers (or any generally recognized successor) as in effect at the time in question shall not exceed forty percent (40%) of PV-10 plus (ii) the mark-to-market of Swap Agreements.

"Qualified ECP Guarantor" means, in respect of any Secured Swap Agreement, the Borrower and each Guarantor that has total assets exceeding $10,000,000 at the time such Secured Swap Agreement is incurred or such other person as constitutes an ECP under the Commodity Exchange Act or any regulation promulgated thereunder.

"Redemption" means with respect to any Debt, the repurchase, redemption, prepayment, repayment or defeasance or any other acquisition or retirement for value (or the segregation of funds with respect to any of the foregoing) of any such Debt. "Redeem" has the correlative meaning thereto.

"Redetermination Date" means, with respect to any Scheduled Redetermination or any Interim Redetermination, the date that the redetermined Borrowing Base related thereto becomes effective pursuant to Section 2.07(d).

"Register" has the meaning assigned such term in Section 12.04(b)(ii).

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors (including attorneys, accountants and experts), controlling Persons, holders of Equity Interests, partners, members, trustees, managers, administrators and other representatives of such Person and such Person's Affiliates, and the respective successors and assigns of each of the foregoing.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing.

"Remedial Work" has the meaning assigned such term in Section 8.09(a).

"Required Lenders" means, at any time while no Loans or LC Exposure are outstanding, Lenders having at least sixty-six and two-thirds percent (66-⅔%) of the sum of the Aggregate Maximum Credit Amounts and Term Loan Commitments; and at any time while any Loans or LC Exposure are outstanding, Lenders holding at least sixty-six and two-thirds percent (66-⅔%) of the outstanding aggregate principal amount of the Loans and participation interests in Letters of Credit (without regard to any sale by a Lender of a participation in any Loan under Section 12.04(c)); provided that the Maximum Credit Amount, the Term Loan Commitment and the outstanding principal amount of the Loans of, and the participation interests in Letters of Credit held by, each Defaulting Lender (if any) shall be excluded from the determination of Required Lenders to the extent set forth in Section 4.04(c)(ii).

"Required Revolving Lenders" means, at any time while no Loans or LC Exposure are outstanding, Lenders having at least sixty-six and two-thirds percent (66-⅔%) of the sum of the Aggregate Maximum Credit Amounts; and at any time while any Loans or LC Exposure are outstanding, Lenders holding at least sixty-six and two-thirds percent (66-⅔%) of the outstanding aggregate principal amount of the Revolving Loans and participation interests in Letters of Credit (without regard to any sale by a Lender of a participation in any Loan under Section 12.04(c)); provided that the Maximum Credit Amount, and the outstanding principal amount of the Revolving Loans of, and the participation interests in Letters of Credit held by, each Defaulting Lender (if any) shall be excluded from the determination of Required Revolving Lenders to the extent set forth in Section 4.04(c)(ii).

"Reserve Coverage Ratio" means, on any date of determination, the ratio of (a) PV-10 as of such date to (b) Total Debt, as of such date.

"Reserve Report" means a report, in form and substance reasonably satisfactory to the Administrative Agent, setting forth, as of each December 31st or June 30th (or such other date in the event of an Interim Redetermination or Additional Redetermination to the extent required hereunder) the oil and gas reserves attributable to the Oil and Gas Properties of the Obligors or their respective Subsidiaries, together with a projection of the rate of production and future net income, taxes, operating expenses and capital expenditures with respect thereto as of such date, based upon the economic assumptions consistent with the Administrative Agent's lending requirements at the time. On and from the Effective Date until a new Reserve Report is prepared, the Reserve Report shall mean the Initial Reserve Report.

"Reserve Report Certificate" has the meaning assigned to such term in Section 8.11(c).

"Responsible Officer" means, as to any Person, the chief executive officer, the president, any Financial Officer or any vice president of such Person. Unless otherwise specified, all references to a Responsible Officer herein means a Responsible Officer of the Borrower.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other Property) with respect to any Equity Interests in the Obligors or their respective Subsidiaries, or any payment (whether in cash, securities or other Property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in the Obligors or their respective Subsidiaries or any option, warrant or other right to acquire any such Equity Interests in the Obligors or their respective Subsidiaries.

"Restructuring Proceeding" has the meaning assigned to such term in the Recitals.

"Restructuring Support Agreement" means that certain First Amended and Restated Restructuring Support Agreement, dated as of October 21, 2016, by and among the Prepetition Borrower, certain Prepetition Lenders and certain holders of second lien and unsecured notes issued prior to the Petition Date.

"Revolving Credit Exposure" means, with respect to any Revolving Lender at any time, the sum of the outstanding principal amount of such Revolving Lender's Revolving Loans and its LC Exposure at such time. On the Effective Date, the Revolving Credit Exposure of each Revolving Lender shall be equal to the pro rata share of the Prepetition Claims deemed to be made as Revolving Loans under this Agreement pursuant to the Plan of Reorganization, in each case, as set forth on Annex II. For the avoidance of doubt, during the Non-Conforming Period, if Revolving Loans allocated to the Non-Conforming Borrowing Base are outstanding, each Revolving Lender shall hold Loans ratably pursuant to the Conforming Borrowing Base and the Non-Conforming Borrowing Base and such Revolving Loans may not be assigned separately pursuant to Section 12.04.

"Revolving Lenders" means the Persons listed on Annex II, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption, and any Person that shall have become a party hereto pursuant to an Assignment and Assumption of a Revolving Loan Commitment and/or a Revolving Loan after the Effective Date.

"Revolving Loan Commitment" means, with respect to each Revolving Lender, the commitment of such Revolving Lender to make or be deemed to make Revolving Loans and to acquire participations in Letters of Credit hereunder, as such commitment may be (a) modified from time to time pursuant to Section 2.06 and (b) modified from time to time pursuant to assignments by or to such Lender pursuant to Section 12.04(b). The amount representing each Revolving Lender's Revolving Loan Commitment to make Revolving Loans and acquire participations shall at any time be the lesser of such Revolving Lender's Maximum Credit Amount and such Revolving Lender's Applicable Percentage of the then effective Borrowing Base.

"Revolving Loan Notes" means the promissory notes of the Borrower described in Section 2.02(d) and being substantially in the form of Exhibit A-1, together with all amendments, modifications, replacements, extensions and rearrangements thereof.

"Revolving Loans" means the revolving loans made by the Revolving Lenders to the Borrower pursuant to Section 2.01 and Section 2.02, which revolving loans shall rank *pari passu* with the Term Loans.

"Sale" has the meaning assigned to such term in Section 9.11.

"Sale and Leaseback Transaction" means, with respect to any Person, any arrangement, directly or indirectly, whereby such Person shall sell or transfer any Property used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such Property or other Property that it intends to use for substantially the same purpose or purposes as the Property being sold or transferred.

"Sanctioned Country" means, at any time, a country, region or territory which is, or whose government is, the subject or target of any Sanctions broadly restricting or prohibiting dealings with such country, region, territory or government.

"Sanctioned Person" means, at any time, any Person with whom dealings are restricted or prohibited under Sanctions, including (a) any Person listed in any Sanctions-related list of designated or identified Persons maintained by the United States (including by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or the U.S. Department of Commerce), the United Nations Security Council, the European Union or any of its member states, Her Majesty's Treasury, Switzerland or any other relevant authority, (b) any Person located, organized or resident in, or any Governmental Authority or governmental instrumentality of, a Sanctioned Country or (c) any Person directly or indirectly owned by, controlled by, or acting for the benefit or on behalf of, any Person described in clauses (a) or (b) hereof.

"Sanctions" means economic or financial sanctions or trade embargoes or restrictive measures enacted, imposed, administered or enforced from time to time by (a) the U.S. government, including the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or the U.S. Department of Commerce (b) the United Nations Security Council; (c) the European Union or any of its member states; (d) Her Majesty's Treasury; (e) Switzerland; or (f) any other relevant authority.

"Scheduled Redetermination" has the meaning assigned such term in Section 2.07(b).

"Scheduled Redetermination Date" means the date on which a Borrowing Base and Conforming Borrowing Base that have been redetermined pursuant to a Scheduled Redetermination become effective as provided in Section 2.07(d).

"SEC" means the Securities and Exchange Commission or any successor Governmental Authority.

"Secured Cash Management Agreement" means a Cash Management Agreement between (a) any Obligor and (b) a Secured Cash Management Provider.

"Secured Cash Management Obligations" means any and all amounts and other obligations owing by any Obligor to any Secured Cash Management Provider under any Secured Cash Management Agreement.

"Secured Cash Management Provider" means a Lender, an Affiliate of a Lender, the Administrative Agent or an Affiliate of the Administrative Agent.

"Secured Hedge Provider" means any Person that is party to a Swap Agreement with any of the Obligors or their respective Subsidiaries, so long as either (a) such Person was a Lender or an Affiliate of a Lender at the time such Person entered into such Swap Agreement or (b) such Swap Agreement was in effect on the Effective Date and such Person was a Lender or an Affiliate of a Lender on the Effective Date.

"Secured Parties" means, at any time, (a) the Administrative Agent, (b) each Lender or Issuing Bank under this Agreement, (c) each Secured Hedge Provider, (d) the beneficiaries of each indemnification obligation undertaken by the Borrower or any Guarantor under any Loan Document and (e) each other holder of, or obligee in respect of, any Obligations, in each case to the extent designated as a secured party (or a party entitled to the benefits of the security) under any Loan Document outstanding at such time.

"Secured Swap Agreement" means any Swap Agreement by and between any of the Obligors and any Secured Hedge Provider.

"Security Agreement" means the Security Agreement, substantially in the form attached hereto as Exhibit C-3, executed by the Obligors, in favor of the Administrative Agent for the benefit of the Secured Parties.

"Security Instruments" means collectively each of the Security Agreement, Pledge Agreement, intellectual property security agreements, financing statements, mortgages, deeds of trust and other agreements, instruments or certificates, intellectual property security agreements, deposit account control agreements, securities account control agreements, and any and all other agreements or instruments now or hereafter executed deemed necessary or advisable by the Administrative Agent to perfect the security interest and Liens in favor of the Lenders or otherwise delivered by the Borrower or any other Obligor (other than Swap Agreements with the Lenders or any Affiliate of a Lender or participation or similar agreements between any Lender and any other lender or creditor with respect to any Obligations pursuant to this Agreement) in connection with, or as security for the payment or performance of the Obligations, the Notes, this Agreement, or reimbursement obligations under the Letters of Credit, as such agreements may be amended, modified, supplemented or restated from time to time.

"S&P" means Standard & Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc., and any successor thereto that is a nationally recognized rating agency.

"Solvent" means with respect to any Person (a) the aggregate assets of such Person at a fair valuation exceed the aggregate Debt of such Person, (b) such Person has not incurred, and does not intend to incur, and does not believe that they will incur or have incurred Debt beyond their ability to pay such Debt (after taking into account the timing and amounts of cash to be received by such Person and the timing and amounts to be payable on or in respect of such Person's liabilities) as such Debt becomes absolute and matures, and (c) such Person does not have (and does not have reason to believe such Person will have at any time) unreasonably small capital for the conduct of its business.

"Solvency Certificate" means the Solvency Certificate substantially in the form of Exhibit H.

"Strip Pricing" means the average closing price over the preceding ninety (90) days prior to the date of the applicable Reserve Report, (a) for the remainder of the then-current calendar year, the average NYMEX Pricing for the remaining months in such calendar year, (b) for each of the succeeding four (4) complete calendar years, the average NYMEX Pricing for the twelve months in each such calendar year, and (c) for the succeeding fifth complete calendar year and each calendar year thereafter, the average NYMEX Pricing for the twelve months in such fifth calendar year.

"Subsidiary" of a Person means (a) a corporation, partnership, joint venture, limited liability company or other business entity of which Equity Interests representing more than 50% of the ordinary voting power to elect a majority of the board of directors, managers or other governing body (irrespective of whether or not at the time Equity Interests of any other class or classes of such Person shall have or might have voting power by reason of the happening of any contingency) are at the time owned or controlled by such Person or one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries, and (b) any partnership of which such Person or any of its Subsidiaries is a general partner. Unless otherwise indicated herein, each reference to the term "Subsidiary" means a Subsidiary of the Obligors.

"Subsidiary Guarantor" means each direct and indirect subsidiary of Borrower.

"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement, whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities, emissions reduction, carbon sequestration or other environmental protection credits, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Obligors or their respective Subsidiaries shall be a Swap Agreement.

"Swap Obligations" means, with respect to the Borrower or any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"Swap PV" means, with respect to any Swap Agreement, the present value as of the applicable measurement date, discounted at 9% per annum, of the future receipts expected to be paid to the Borrower under such Swap Agreement netted against the Bank Price Deck in effect as of the most recent Proposed Borrowing Base Notice, provided however, that the "Swap PV" shall never be less than $0.00.

"Synthetic Leases" means, in respect of any Person, all leases which shall have been, or should have been, in accordance with GAAP, treated as operating leases on the financial statements of the Person liable (whether contingently or otherwise) for the payment of rent thereunder and which were properly treated as indebtedness for borrowed money for purposes of United States federal income taxes, if the lessee in respect thereof is obligated to either purchase for an amount in excess of, or pay upon early termination an amount in excess of, 80% of the residual value of the Property subject to such operating lease upon expiration or early termination of such lease.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed, administered or assessed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Lenders" means the Persons listed on Annex III, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption, and any Person that shall have become a party hereto pursuant to an Assignment and Assumption of a Term Loan Commitment or a Term Loan subsequent to the Effective Date.

"Term Loan Commitment" means, with respect to each Term Lender, the commitment of such Term Lender to be deemed to make its Term Loan in an aggregate amount equal to such Term Lender's pro rata amount of its Prepetition Claims as set forth in the Plan of Reorganization and accordance with Section 2.09. The amount set forth opposite each Term Lender's name on Annex III represents such Term Lender's Term Loan Commitment pursuant to the Plan of Reorganization as of the Effective Date.

"Term Loan Notes" means the promissory notes of the Borrower described in Section 2.09(b)(iii) and being substantially in the form of Exhibit A-2, together with all amendments, modifications, replacements, extensions and rearrangements thereof.

"Term Loans" means the term loans made or deemed to be made by the Term Lenders to the Borrower pursuant to Section 2.09, which term loans shall rank *pari passu* with the Revolving Loans.

"Termination Date" means the earlier of the Maturity Date and the date of termination of the Commitments.

"Total Credit Exposure" means, at any time, the sum of the total Revolving Credit Exposures and the aggregate principal amount of Term Loans outstanding.

"Total Debt" means, at any determination date, (a) the sum of (i) Total Credit Exposure as of such date plus (ii) all Funded Debt permitted pursuant to Section 9.02(f) as of such date.

"Total Net Debt" means at any determination date (a) Total Debt, minus (b) the aggregate amount of cash and Cash Equivalents held in accounts that are subject to account control agreements granting control to the Administrative Agent and accounts maintained with the Administrative Agent (including any such cash constituting cash collateral in respect of Letters of Credit.

"Transactions" means, with respect to (a) each Obligor and its respective Subsidiaries, the reorganization and transactions contemplated by the Plan of Reorganization, (b) the Borrower, the execution, delivery and performance by the Borrower of this Agreement and each other Loan Document to which it is a party, the borrowing of Loans, the use of the proceeds thereof and the issuance of Letters of Credit hereunder, and the grant of Liens by the Borrower on Mortgaged Properties and other Properties pursuant to the Security Instruments, (c) each Guarantor, the

execution, delivery and performance by such Guarantor of each Loan Document to which it is a party, the guaranteeing of the Obligations under the Guaranty Agreement by such Guarantor and such Guarantor's grant of the security interests and provision of collateral under the Security Instruments, and the grant of Liens by such Guarantor on Mortgaged Properties and other Properties pursuant to the Security Instruments and (d) each Obligor and its subsidiaries the payment of fees and expenses in connection with all of the foregoing.

"Type" means, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Alternate Base Rate or the LIBO Rate.

"Undisclosed Administration" means, in relation to a Lender, the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official by a supervisory authority or regulator under or based on the law in the country where such Lender is subject to home jurisdiction supervision if applicable law requires that such appointment is not publicly disclosed.

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" has the meaning assigned to such term in Section 5.03(e)(ii)(B).

"Wells Fargo" has the meaning assigned to such term in the preamble.

"Wholly-Owned Subsidiary" means any Subsidiary of which all of the outstanding Equity Interests (other than any directors' qualifying shares mandated by applicable law), on a fully-diluted basis, are owned by the Borrower or one or more of the Wholly-Owned Subsidiaries or are owned by the Borrower and one or more of the Wholly-Owned Subsidiaries.

"Write-Down and Conversion Powers" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

Section 1.03 Types of Loans and Borrowings. For purposes of this Agreement, Loans and Borrowings, respectively, may be classified and referred to by Type (e.g., a "Eurodollar Loan" or a "Eurodollar Borrowing").

Section 1.04 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth

in the Loan Documents), (b) any reference herein to any law shall be construed as referring to such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to the restrictions contained in the Loan Documents), (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) with respect to the determination of any time period, the word "from" means "from and including" and the word "to" means "to and including" and (f) any reference herein to Articles, Sections, Annexes, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement. No provision of this Agreement or any other Loan Document shall be interpreted or construed against any Person solely because such Person or its legal representative drafted such provision.

Section 1.05 Accounting Terms and Determinations; GAAP. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all determinations with respect to accounting matters hereunder shall be made, and all Financial statements and certificates and reports as to financial matters required to be furnished to the Administrative Agent or the Lenders hereunder shall be prepared, in accordance with GAAP, applied on a basis consistent with the Pre-Petition Financial Statements except for changes in which Borrower's independent certified public accountants concur and which are disclosed to the Administrative Agent on the next date on which financial statements are required to be delivered to the Lenders pursuant to Section 8.01(a); provided that, unless the Borrower and the Majority Lenders shall otherwise agree in writing, no such change shall modify or affect the manner in which compliance with the covenants set forth in Section 9.01 or Section 9.02(e) is computed such that all such computations shall be conducted utilizing financial information presented consistently with prior periods. In the event that any Accounting Change shall occur and such change results in a change in the method or result of calculation of financial covenants, standards or terms, then the Lenders and the Obligors shall enter into negotiations in order to amend such provisions of the Loan Documents so as to equitably reflect such Accounting Changes with the desired result that the criteria for evaluating the Obligors' financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as such an amendment shall have been executed and delivered by the Obligors, the Administrative Agent and the Majority Lenders, all financial covenants, standards and terms in the Loan Documents shall continue to be calculated or construed as if such Accounting Changes had not occurred.

ARTICLE II
The Credits

Section 2.01 Revolving Loan Commitments. Subject to the terms and conditions set forth herein, each Revolving Lender severally agrees to make Revolving Loans in Dollars to the Borrower during the Availability Period in an aggregate principal amount that will not result in (a) such Revolving Lender's Revolving Credit Exposure exceeding such Revolving Lender's Revolving Loan Commitment or (b) the total Revolving Credit Exposures exceeding the total Revolving Loan Commitments. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, repay and re-borrow the Revolving Loans.

Section 2.02 Revolving Loans and Borrowings.

(a) Borrowings; Several Obligations. Each Revolving Loan shall be made as part of a Borrowing consisting of Revolving Loans made by the Revolving Lenders ratably in accordance with their respective Revolving Loan Commitments. The failure of any Revolving Lender to make any Revolving Loan required to be made by it shall not relieve any other Revolving Lender of its obligations hereunder; provided that the Revolving Loan Commitments are several and no Revolving Lender shall be responsible for any other Revolving Lender's failure to make Revolving Loans as required.

(b) Types of Loans. Subject to Section 3.03, each Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower may request in accordance herewith. Each Revolving Lender at its option may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Revolving Lender to make such Revolving Loan; provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Revolving Loan in accordance with the terms of this Agreement.

(c) Minimum Amounts; Limitation on Number of Borrowings. At the commencement of each Interest Period for any Eurodollar Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of $500,000 and not less than $1,000,000. At the time that each ABR Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of $250,000 and not less than $1,000,000; provided that an ABR Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Revolving Loan Commitments or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.08(e). Borrowings of more than one Type may be outstanding at the same time; provided that there shall not at any time be more than a total of twelve (12) Eurodollar Borrowings outstanding. Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

(d) Notes. Upon the request of a Revolving Lender, the Revolving Loans made by such Revolving Lender shall be evidenced by a single promissory note of the Borrower in substantially the form of Exhibit A-1, dated (i) as of the date of this Agreement in the case of any Revolving Lender party hereto as of the date of this Agreement, and (ii) as of the effective date of the Assignment and Assumption in the case of any Revolving Lender that becomes a party hereto pursuant to an Assignment and Assumption, in each case payable to such Revolving Lender in a principal amount equal to its Maximum Credit Amount as in effect on such date, and otherwise duly completed. In the event that any Revolving Lender's Maximum Credit Amount increases or decreases for any reason (whether pursuant to Section 2.06, Section 12.04(b) or otherwise), the Borrower shall, upon the request of such Revolving Lender, deliver or cause to be delivered on the effective date of such increase or decrease, a new Note payable to such Revolving Lender in a principal amount equal to its Maximum Credit Amount after giving effect to such increase or decrease, and otherwise duly completed, and such Revolving Lender shall promptly return to the Borrower the previously issued Note held by such Revolving Lender. The date, amount, Type, interest rate and, if applicable, Interest Period of each Revolving Loan made by each Revolving Lender, and all payments made on account of the principal thereof, shall be recorded by such Revolving Lender on a Schedule attached to such Note or any continuation thereof or on any separate record maintained by such Revolving Lender. Failure to make any such notation or to attach a Schedule shall not affect any Revolving Lender's or the Borrower's rights or obligations in respect of such Revolving Loans or affect the validity of such transfer by any Revolving Lender of its Note.

(e) Loans and Borrowings under the Prepetition Credit Agreement. It is the intent of the parties hereto that this Agreement, the deemed Borrowings pursuant to Section 2.02(e)(i) and (ii) and Section 2.07(a) and the cash payments made to the Lenders party hereto pursuant to the Plan of Reorganization constitute a discharge of the Prepetition Claims existing under the Prepetition Credit Agreement and evidence payment in full of such obligations and liabilities and that this Agreement and the cash payments under the Plan or Reorganization be a refinancing and repayment of the obligations of the Borrower outstanding thereunder. On the Effective Date:

(i) the Borrower shall be deemed to have made a Revolving Loan with an Interest Period of three (3) months equal to $600,000,000 on the Effective Date;

(ii) the Existing Letters of Credit outstanding under the Prepetition Credit Agreement shall be deemed issued under this Agreement pursuant to Section 2.08;

(iii) the Borrower shall be deemed to have made a Term Loan equal to $300,000,000 on the Effective Date; and

(iv) the Prepetition Credit Agreement and the commitments thereunder shall be terminated and superseded by this Agreement and such commitments shall terminate.

Section 2.03 Requests for Borrowings. Each Borrowing shall be subject to each of the conditions set forth in Section 6.02. To request a Borrowing, including the deemed Borrowing on the Effective Date, the Borrower shall notify the Administrative Agent of such request by telephone (a) in the case of a Eurodollar Borrowing, not later than 11:00 a.m., Houston time, three Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 12:00 noon, Houston time, on the date of the proposed Borrowing; provided that no such notice shall be required for any deemed request of an ABR Borrowing to finance the reimbursement of an LC Disbursement as provided in Section 2.08(e). Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Borrowing Request signed by the Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

(a) the aggregate amount of the requested Borrowing;

(b) the date of such Borrowing, which shall be a Business Day;

(c) whether such Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing;

(d) in the case of a Eurodollar Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term “Interest Period”;

(e) the amount of the then effective Borrowing Base, the current total Revolving Credit Exposures (without regard to the requested Borrowing) and the pro forma total Revolving Credit Exposures (giving effect to the requested Borrowing);

(f) the location and number of the Borrower's account to which funds are to be disbursed, which shall be a Controlled Proceeds Account and comply with the requirements of Section 2.05 and Section 8.19; and

(g) each of the conditions set forth in Section 6.02 has been satisfied.

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Loan. If no Interest Period is specified with respect to any requested Eurodollar Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Each Borrowing Request shall constitute a representation that the amount of the requested Borrowing shall not cause the total Revolving Credit Exposures to exceed the total Revolving Loan Commitments (i.e., the lesser of the Aggregate Maximum Credit Amounts and the then effective Borrowing Base).

Promptly following receipt of a Borrowing Request in accordance with this Section 2.03, the Administrative Agent shall advise each Revolving Lender of the details thereof and of the amount of such Revolving Lender's Revolving Loan to be made as part of the requested Borrowing.

Section 2.04 Interest Elections.

(a) Conversion and Continuance. Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.04. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) Interest Election Requests. To make an election pursuant to this Section 2.04, the Borrower shall notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Interest Election Request signed by the Borrower.

(c) Information in Interest Election Requests. Each telephonic and written Interest Election Request shall specify the following information:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to Section 2.04(c)(iii) and (iv) shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Notice to Lenders by the Administrative Agent. Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) Effect of Failure to Deliver Timely Interest Election Request and Events of Default and Borrowing Base Deficiencies on Interest Election. If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be continued as a Eurodollar Loan having an Interest Period of one month. Notwithstanding any contrary provision hereof, (i) if an Event of Default has occurred and is continuing: (A) no outstanding Borrowing may be converted to or continued as a Eurodollar Borrowing (and any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective) and (B) unless repaid, each Eurodollar Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto; and (ii) if a Borrowing Base Deficiency exists: (A) outstanding Borrowings may not be converted or continued as Eurodollar Borrowings unless, after giving effect thereto and to the conversion or continuation of Borrowings to ABR Borrowings, there are ABR Borrowings in an amount no less than the amount of such Borrowing Base Deficiency and (B) unless sooner repaid, any Eurodollar Borrowing in excess of the Borrowing Base shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

Section 2.05 Funding of Borrowings.

(a) Funding by Lenders. Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 1:00 p.m., Houston time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to the

Controlled Proceeds Account of the Borrower designated by the Borrower in the applicable Borrowing Request; provided that ABR Loans made to finance the reimbursement of an LC Disbursement as provided in Section 2.08(e) shall be remitted by the Administrative Agent to the Issuing Bank that made such LC Disbursement. Nothing herein shall be deemed to obligate any Lender to obtain the funds for its Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for its Loan in any particular place or manner.

(b) Presumption of Funding by the Lenders. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.05(a) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period.

Section 2.06 Termination and Reduction of Aggregate Maximum Credit Amounts.

(a) Scheduled Termination of Commitments. Unless previously terminated, the Revolving Loan Commitments shall terminate on the Maturity Date. If at any time the Aggregate Maximum Credit Amounts or the Borrowing Base is terminated or reduced to zero, then the Revolving Loan Commitments shall terminate on the effective date of such termination or reduction.

(b) Optional Termination and Reduction of Aggregate Maximum Credit Amounts.

(i) The Borrower may at any time terminate, or from time to time reduce, the Aggregate Maximum Credit Amounts; provided that (A) each reduction of the Aggregate Maximum Credit Amounts shall be in an amount that is an integral multiple of $500,000 and not less than $1,000,000 and (B) the Borrower shall not terminate or reduce the Aggregate Maximum Credit Amounts if, after giving effect to any concurrent prepayment of the Revolving Loans in accordance with Section 3.04(c), the total Revolving Credit Exposures would exceed the total Revolving Loan Commitments.

(ii) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Aggregate Maximum Credit Amounts under Section 2.06(b)(i) at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any such notice, the Administrative Agent shall advise the Revolving Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section 2.06(b)(ii) shall be irrevocable; provided that a notice of reduction or termination of the Aggregate Maximum Credit Amounts delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities or other securities offerings, in which case such notice may be revoked by the Borrower if such condition is not satisfied. Any termination or reduction of the Aggregate Maximum Credit Amounts shall be permanent and may not be reinstated. Each reduction of the Aggregate Maximum Credit Amounts shall be made ratably among the Revolving Lenders in accordance with each Revolving Lender's Applicable Percentage.

Section 2.07 Borrowing Base.

(a) Initial Borrowing Base. For the period from and including the Effective Date to but excluding the Non-Conforming Period Termination Date, the amount of the Borrowing Base shall be equal to the sum of the Conforming Borrowing Base and the Non-Conforming Borrowing Base. For the period from and including the Effective Date to but excluding the First Scheduled Redetermination Date, the Conforming Borrowing Base shall be $1,400,000,000 (as may be reduced from time to time as set forth in this Section 2.07) and the Non-Conforming Borrowing Base shall be zero dollars ($0.00) (as may be increased from time to time as set forth in this Section 2.07). From and after the Non-Conforming Period Termination Date, the Non-Conforming Borrowing Base shall be terminated and the Borrowing Base shall equal the then existing Conforming Borrowing Base. Notwithstanding the foregoing, the Borrowing Base, and, during the Non-Conforming Period, the Conforming Borrowing Base and the Non-Conforming Borrowing Base, may be subject to further adjustments from time to time pursuant to Section 2.07(e), Section 2.07(f), Section 2.07(g), Section 8.12(c), or Section 9.11(b)(iv). Notwithstanding anything in this Agreement to the contrary, from and after the Non-Conforming Period Termination Date, (i) no Non-Conforming Borrowing Base shall be permitted and no change or reallocation of the Borrowing Base under the terms and conditions of this Section 2.07 or otherwise shall result in a Non-Conforming Borrowing Base, (ii) the Non-Conforming Borrowing Base will be terminated and cease to exist, (iii) the Borrowing Base shall be a conforming borrowing base only, with the result that the Borrowing Base and the Conforming Borrowing Base will be the same, and shall be referred to as the "Borrowing Base."

(b) Scheduled, Interim and Additional Redeterminations.

(i) Scheduled Redeterminations. Subject to Section 2.07(d), the Borrowing Base and, during the Non-Conforming Period, the Conforming Borrowing Base and the Non-Conforming Borrowing Base, shall be redetermined (a "Scheduled Redetermination") on April 1st and October 1st of each year, commencing April 1, 2018 (the "First Scheduled Redetermination Date").

(ii) Interim Redeterminations. From and after the First Scheduled Redetermination Date, either the (x) the Administrative Agent, at the direction of the Required Revolving Lenders or (y) the Borrower, may, once during each calendar year, each elect to cause the Borrowing Base to be redetermined between Scheduled Redeterminations (an "Interim Redetermination") in accordance with this Section 2.07; provided, however, there shall be no Interim Redeterminations at the request of either the Borrower or the Administrative Agent prior to the First Scheduled Redetermination Date.

(iii) Additional Redeterminations. There shall be an additional Borrowing Base redetermination (each, an "Additional Redetermination") or other adjustments to the Borrowing Base upon:

(A) Asset Sales. There shall be an Additional Redetermination upon any sale of Proved Reserve Properties in a single transaction or series of transactions in the circumstances provided in and in accordance with Section 2.07(g);

(B) Acquisitions. There shall be an Additional Redetermination upon any acquisition of Proved Reserve Properties whose purchase price is greater than five percent (5%) of (1) prior to the Non-Conforming Period Termination Date, the Conforming Borrowing Base and (2) after the Non-Conforming Period Termination Date, the Borrowing Base then in effect;

(C) Issuance of Debt. Upon the issuance or incurrence of any Funded Debt that is permitted by Section 9.02(f) after the Effective Date, there shall be a Borrowing Base reduction in accordance with Section 2.07(e); and

(D) Hedge Terminations. There shall be a Borrowing Base reduction in the circumstances provided in and in accordance with Section 2.07(f) upon the termination of, or creation of off-setting positions with respect to, any hedge positions.

(c) Scheduled, Interim and Additional Redetermination Procedure. Each Scheduled Redetermination, each Interim Redetermination and each Additional Redetermination shall be effectuated as follows:

(i) Upon receipt by the Administrative Agent of (A) the applicable Reserve Report and the Reserve Report Certificate (to the extent required) related thereto and (B) such other reports, data and supplemental information, including, without limitation, the information provided pursuant to Section 8.11(c) and the list of Swap Agreements per Section 8.01(d), as may, from time to time, be reasonably requested by the Required Revolving Lenders (the Reserve Report, such certificate and such other reports, data and supplemental information being the "Engineering Reports"), the Administrative Agent shall evaluate the information contained in the Engineering Reports and shall, in good faith, propose a new Borrowing Base, and, during the Non-Conforming Period, a Conforming Borrowing Base and Non-Conforming Borrowing Base (the "Proposed Borrowing Base") based upon such information and such other information (including, without limitation, the status of title information with respect to the Oil and Gas Properties as described in the Engineering Reports and the existence of any other Debt) as the Administrative Agent, in good faith, deems appropriate and consistent with its normal oil and gas lending criteria as it exists at the particular time. For the avoidance of doubt, in the case of an Interim Redetermination or an Additional Redetermination, the Administrative Agent may

utilize the Engineering Reports delivered in connection with the last Scheduled Determination, or in the case of any Additional Redetermination occurring prior to the First Scheduled Redetermination, the Initial Reserve Report, provided, however, the Administrative Agent may in its sole discretion request Borrower generated supplemental Engineering Reports in connection with such Interim Redetermination or Additional Redetermination. In addition, the Administrative Agent will summarize the Swap PV of such Swap Agreements as of the date of the Proposed Borrowing Base Notice.

(ii) The Administrative Agent shall notify the Borrower and the Lenders of the Proposed Borrowing Base (the "Proposed Borrowing Base Notice"):

(A) in the case of a Scheduled Redetermination (1) if the Administrative Agent shall have received the Engineering Reports required to be delivered by the Borrower pursuant to Section 8.11(a) and (c) in a timely and complete manner, then on or before the March 15th and September 15th of such year following the date of delivery of such Engineering Report or (2) if the Administrative Agent shall not have received the Engineering Reports required to be delivered by the Borrower pursuant to Section 8.11(a) and (c) in a timely and complete manner, then promptly after the Administrative Agent has received complete Engineering Reports from the Borrower and has had a reasonable opportunity to determine the Proposed Borrowing Base in accordance with Section 2.07(c)(i) and in any event, within fifteen (15) days after the Administrative Agent has received the required Engineering Report; and

(B) in the case of an Interim Redetermination or Additional Redetermination, promptly, and in any event, within fifteen (15) days after the Administrative Agent has received the required Engineering Reports.

(iii) Any Proposed Borrowing Base must be approved or deemed to have been approved by applicable Borrowing Base Required Lenders as provided in this Section 2.07(c)(iii). Upon receipt of the Proposed Borrowing Base Notice, each Lender shall have fifteen (15) days to agree with the Proposed Borrowing Base or disagree with the Proposed Borrowing Base by proposing an alternate Borrowing Base. If at the end of such fifteen (15) days, any Lender has not communicated its approval or disapproval in writing to the Administrative Agent, such silence shall be deemed to be an approval of the Proposed Borrowing Base. If, at the end of such 15-day period, all of the Lenders, in the case of a Proposed Borrowing Base that would increase the Borrowing Base then in effect, or the Required Lenders, in the case of a Proposed Borrowing Base that would decrease or maintain the Borrowing Base then in effect, have approved or deemed to have approved, as aforesaid, then the Proposed Borrowing Base shall become the new Borrowing Base effective on the date specified in Section 2.07(d). If, however, at the end of such fifteen (15) day period, the Borrowing Base Required Lenders have not approved or been deemed to have approved the Proposed Borrowing Base and during the Non-Conforming Period, the Proposed Conforming Borrowing Base, then the Administrative Agent shall poll the Revolving Lenders to ascertain the highest Borrowing Base and Conforming Borrowing Base then acceptable to a number of Revolving Lenders sufficient to constitute the Borrowing Base Required Lenders applicable to such adjustment and such amount shall become the new Borrowing Base and Conforming Borrowing Base effective on the date specified in Section 2.07(d).

(iv) Upon the effective date of each Borrowing Base Redetermination, during the Non-Conforming Period, all outstanding Revolving Loan Exposure in excess of the Conforming Borrowing Base, shall be reallocated to the Non-Conforming Borrowing Base and such Loans shall be deemed to be Non-Conforming Borrowings as of such date; provided, however, the aggregate Revolving Credit Exposure shall at no time exceed the lesser of the (i) the Aggregate Maximum Credit Amount and (ii) the Borrowing Base.

(d) Effectiveness of a Redetermined Borrowing Base. After a redetermined Borrowing Base, and during the Non-Conforming Period, the Conforming Borrowing Base and the Non-Conforming Borrowing Base, are approved or are deemed to have been approved by the Borrowing Base Required Lenders pursuant to Section 2.07(c)(iii), the Administrative Agent shall notify the Borrower and the Lenders (the "New Borrowing Base Notice") of the amount of the redetermined Borrowing Base, and, during the Non-Conforming Period, the Conforming Borrowing Base and the Non-Conforming Borrowing Base, and such amounts shall become the new Borrowing Base, Conforming Borrowing Base and Non-Conforming Borrowing Base, as applicable, effective and applicable to the Borrower, the Administrative Agent, each Issuing Bank and the Lenders:

(i) in the case of a Scheduled Redetermination, (A) if the Administrative Agent shall have received the Engineering Reports required to be delivered by the Borrower pursuant to Section 8.11(a) and (c) in a timely and complete manner, then on the April 1st or October 1st, as applicable, following delivery of the New Borrowing Base Notice, or (B) if the Administrative Agent shall not have received the Engineering Reports required to be delivered by the Borrower pursuant to Section 8.11(a) and (c) in a timely and complete manner, then on the Business Day next succeeding delivery of the New Borrowing Base Notice; and

(ii) in the case of an Interim Redetermination or an Additional Redetermination, on the Business Day next succeeding delivery of the New Borrowing Base Notice.

Such amounts shall then become the Borrowing Base, and, during the Non-Conforming Period, the Conforming Borrowing Base and the Non-Conforming Borrowing Base, as applicable, until the next Scheduled Redetermination Date, the next Interim Redetermination date, or the next Additional Redetermination or the next reduction or adjustment to the Borrowing Base, Conforming Borrowing Base and Non-Conforming Borrowing Base, as applicable, under Section 2.07(e), Section 2.07(f), Section 2.07(g), Section 8.12(c) or Section 9.11(b)(iv), whichever occurs first.

(e) Reduction of Borrowing Base Upon Issuance of Funded Debt. Upon the issuance or incurrence of any Funded Debt by any Obligor or their respective Subsidiaries after the Effective Date in accordance with Section 9.02(f) (other than any Permitted Refinancing Debt in respect thereof), the Borrowing Base then in effect, shall be reduced by an amount equal to twenty-five percent (25%) multiplied by the stated principal amount of such Funded Debt (without regard to any original issue discount), and the Borrowing Base, as so reduced or adjusted shall become the new Borrowing Base, immediately upon the date of such issuance, effective and applicable to the Borrower, the Administrative Agent, each Issuing Bank and the Lenders on such date until the next redetermination or modification thereof hereunder.

(f) Reduction of Borrowing Base Upon Termination of Hedge Positions.

(i) At any time during the Non-Conforming Period, or while the Term Loans are outstanding, if the Borrower or any Subsidiary shall terminate or create any off-setting positions in respect of any Swap Agreements upon which the Lenders relied in determining the most recent Borrowing Base, and during the Non-Conforming Period, the Conforming Borrowing Base, and the aggregate Swap PV of all such terminations and/or offsetting positions exceeds, during any period between Scheduled Redeterminations of the Borrowing Base, $10,000,000, or, during the Non-Conforming Period, the Conforming Borrowing Base, then the Borrowing Base, and during the Non-Conforming Period, the Conforming Borrowing Base shall be simultaneously reduced by the value assigned to such hedge positions in the then effective Borrowing Base and Conforming Borrowing Base; provided, however, to the extent such termination or offsetting position occurs in connection with a Sale of Oil and Gas Properties (or any Sale of Equity Interests of a Guarantor directly or indirectly owning Oil and Gas Properties) addressed in clause (g) below, then the Borrowing Base reduction amount under this clause (f) shall not be in duplication of any amounts reduced pursuant to clause (g) below.

(ii) At any time after the Non-Conforming Period and the Term Loans have been repaid in full, if the Borrower or any Subsidiary shall terminate or create any off-setting positions in respect of any Swap Agreements upon which the Lenders relied in determining the most recent Borrowing Base and the aggregate Swap PV of all such terminations and/or offsetting positions plus the aggregate fair market value of asset dispositions exceeds, during any period between Scheduled Redeterminations of the Borrowing Base, five percent (5%) of the then effective Conforming Borrowing Base, the Borrowing Base and the Conforming Borrowing Base shall be simultaneously reduced by the value assigned to such hedge positions in the then effective Borrowing Base and Conforming Borrowing Base; provided, however, to the extent such termination or offsetting position occurs in connection with a Sale of Oil and Gas Properties (or any Sale of Equity Interests of a Guarantor directly or indirectly owning Oil and Gas Properties) addressed in clause (g) below, then the Borrowing Base reduction amount under this clause (f) shall not be in duplication of any amounts reduced pursuant to clause (g) below

(g) Reduction of Borrowing Base Upon Sale of Properties.

(i) At any time during the Non-Conforming Period or the Term Loans are outstanding, upon any Sale of Oil and Gas Properties (or any Sale of Equity Interests of any Obligor directly or indirectly owning Oil and Gas Properties) pursuant to Section 9.11(b)(iv) in a single transaction or series of related transactions, which Oil and Gas Properties (or Equity Interests) have a fair market value of at least $10,000,000, the Borrowing Base and the Conforming Borrowing Base shall be reduced, effective immediately upon the consummation of such Sale, by an amount equal to the lesser of (A) the value assigned to such Oil and Gas Properties in the then effective Borrowing Base (as determined in good faith by the Administrative Agent) and (B) the Net Cash Proceeds received from such Sale.

(ii) At any time after the Non-Conforming Period and the Term Loans have been repaid in full, if upon any Sale of Oil and Gas Properties (or any Sale of Equity Interests of a Obligor directly or indirectly owning Oil and Gas Properties) pursuant to Section

9.11(b)(iv), the sum of (A) the aggregate value, if any, attributable to such Oil and Gas Properties (and/or Oil and Gas Properties directly or indirectly owned by such Obligor, as applicable) in the most recently delivered Reserve Report, plus (B) the aggregate value, if any, attributable to the Oil and Gas Properties in such Reserve Report in respect of all other Sales of Oil and Gas Properties and Equity Interests of Obligors effected since the most recent Scheduled Redetermination Date, plus the aggregate of all Swap PV of all terminations of and/or offsetting positions in respect of any Swap Agreements upon which the Lenders relied in determining the most recent Borrowing Base, exceeds an amount equal to five percent (5%) of the then effective Conforming Borrowing Base, the Borrowing Base and the Conforming Borrowing Base shall be reduced, effective immediately upon the consummation of such Sale, by an amount equal to the lesser of (x) the value, if any, assigned to such Oil and Gas Properties being disposed of pursuant to such Sale in the then effective Borrowing Base value (as determined in good faith by the Administrative Agent) and (y) the Net Cash Proceeds received from such Sale.

Section 2.08 Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein, the Borrower may request any Issuing Bank to, and such Issuing Bank shall, issue Letters of Credit for the account of the Obligors or their respective Subsidiaries, in a form reasonably acceptable to the Administrative Agent and such Issuing Bank, at any time and from time to time during the Availability Period; provided that the Existing Letters of Credit shall be deemed Letters of Credit issued pursuant to this Agreement on the Effective Date; provided further that the Borrower may not request the issuance, amendment, renewal or extension of Letters of Credit hereunder if a Borrowing Base Deficiency exists at such time or would exist as a result thereof. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, an Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. Each issuance, amendment, renewal or extension of a Letter of Credit shall be subject to the conditions set forth in Section 6.02. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit, including each Existing Letter of Credit), the Borrower shall deliver as permitted by Section 12.01(a) (or transmit by electronic communication, if arrangements for doing so have been approved by the Issuing Bank) to any Issuing Bank and the Administrative Agent (not less than three (3) Business Days in advance of the requested date of issuance, amendment, renewal or extension) a notice:

(i) requesting the issuance of a Letter of Credit or identifying the Letter of Credit issued by such Issuing Bank to be amended, renewed or extended;

(ii) specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day);

(iii) specifying the date on which such Letter of Credit is to expire (which shall comply with Section 2.08(c));

(iv) specifying the amount of such Letter of Credit;

(v) specifying the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit;

(vi) specifying the amount of the then effective Borrowing Base and whether a Borrowing Base Deficiency exists at such time, the current total Revolving Credit Exposures (without regard to the requested Letter of Credit or the requested amendment, renewal or extension of an outstanding Letter of Credit) and the pro forma total Revolving Credit Exposures (giving effect to the requested Letter of Credit or the requested amendment, renewal or extension of an outstanding Letter of Credit); and

(vii) confirming the conditions set for in Section 6.02 have been satisfied.

Each notice shall constitute a representation that after giving effect to the requested issuance, amendment, renewal or extension, as applicable, (i) the LC Exposure shall not exceed the LC Commitment and (ii) the total Revolving Credit Exposures shall not exceed the lesser of the Aggregate Maximum Credit Amounts and the then effective Borrowing Base.

If requested by any Issuing Bank, the Borrower also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit.

(c) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) unless satisfactorily collateralized in the applicable Issuing Bank's reasonable opinion, the date eighteen months after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five Business Days prior to the Maturity Date.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the Issuing Bank that issues such Letter of Credit or the Revolving Lenders, each Issuing Bank that issues a Letter of Credit hereunder hereby grants to each Revolving Lender, and each Revolving Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Revolving Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Revolving Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of any Issuing Bank that issues a Letter of Credit hereunder, such Revolving Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the Borrower on the date due as provided in Section 2.08(e), or of any reimbursement payment required to be refunded to the Borrower for any reason. Each Revolving Lender acknowledges and agrees that its obligation to acquire participations pursuant to this Section 2.08(d) in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of

Credit or the occurrence and continuance of a Default, the existence of a Borrowing Base Deficiency or reduction or termination of the Revolving Loan Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement. If any Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit issued by such Issuing Bank, the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 1:00 p.m., Houston time, on the third day after such LC Disbursement is made, if the Borrower shall have received notice of such LC Disbursement prior to 9:00 a.m., Houston time, on such date, or, if such notice has not been received by the Borrower prior to such time on such date, then not later than 1:00 p.m., Houston time, on (i) the third day after the Borrower receives such notice, if such notice is received prior to 9:00 a.m., Houston time, on the day of receipt, or (ii) the Business Day immediately following the third day after the Borrower receives such notice, if such notice is not received prior to such time on the day of receipt; provided that if such LC Disbursement is not less than $1,000,000, the Borrower shall, subject to the conditions to Borrowing set forth herein, be deemed to have requested, and the Borrower does hereby request under such circumstances, that such payment be financed with a Eurodollar Borrowing with an Interest Period of one month in an equivalent amount and, to the extent so financed, the Borrower's obligation to make such payment shall be discharged and replaced by the resulting Eurodollar Borrowing. If the Borrower fails to make such payment when due, the Administrative Agent shall notify each Revolving Lender of the applicable LC Disbursement, the payment then due from the Borrower in respect thereof and such Revolving Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Revolving Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the Borrower, in the same manner as provided in Section 2.05 with respect to Revolving Loans made by such Revolving Lender (and Section 2.05 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders), and the Administrative Agent shall promptly pay to the Issuing Bank that issued such Letter of Credit the amounts so received by it from the Revolving Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this Section 2.08(e), the Administrative Agent shall distribute such payment to the Issuing Bank that issued such Letter of Credit or, to the extent that Revolving Lenders have made payments pursuant to this Section 2.08(e) to reimburse such Issuing Bank, then to such Revolving Lenders and such Issuing Bank as their interests may appear. Any payment made by a Revolving Lender pursuant to this Section 2.08(e) to reimburse any Issuing Bank for any LC Disbursement (other than the funding of Eurodollar Loans as contemplated above) shall not constitute a Revolving Loan and shall not relieve the Borrower of its obligation to reimburse such LC Disbursement. Any LC Disbursement not reimbursed by the Borrower or funded as a Revolving Loan prior to 1:00 p.m., Houston time, shall bear interest for such day at the Alternate Base Rate plus the Applicable Margin.

(f) Obligations Absolute. The Borrower's obligation to reimburse LC Disbursements as provided in Section 2.08(e) shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit, any Letter of Credit Agreement or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any

respect, (iii) payment by any Issuing Bank under a Letter of Credit issued by such Issuing Bank against presentation of a draft or other document that does not comply with the terms of such Letter of Credit or any Letter of Credit Agreement, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section 2.08(f), constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. Neither the Administrative Agent, the Lenders nor any Issuing Bank, nor any of their Related Parties shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of any Issuing Bank; provided that the foregoing shall not be construed to excuse any Issuing Bank from liability to the Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of any Issuing Bank (as finally determined by a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised all requisite care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the Issuing Bank that issued such Letter of Credit may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. Each Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit issued by such Issuing Bank. Such Issuing Bank shall promptly notify the Administrative Agent and the Borrower by telephone (confirmed by telecopy) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse such Issuing Bank and the Revolving Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If any Issuing Bank shall make any LC Disbursement, then, until the Borrower shall have reimbursed such Issuing Bank for such LC Disbursement (either with its own funds or a Borrowing under Section 2.08(e)), the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrower reimburses such LC Disbursement, at the rate per annum then applicable to ABR Loans. Interest accrued pursuant to this Section 2.08(h) shall be for the account of such Issuing Bank, except that interest accrued on and after the date of payment by any Revolving Lender pursuant to Section 2.08(e) to reimburse such Issuing Bank shall be for the account of such Revolving Lender to the extent of such payment.

(i) Replacement of an Issuing Bank. Any Issuing Bank may be replaced or resign at any time by written agreement among the Borrower, the Administrative Agent, such resigning or replaced Issuing Bank and, in the case of a replacement, the successor Issuing Bank. The Administrative Agent shall notify the Revolving Lenders of any such resignation or replacement of an Issuing Bank. At the time any such resignation or replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the resigning or replaced Issuing Bank pursuant to Section 3.05(b). In the case of the replacement of an Issuing Bank, from and after the effective date of such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of the replaced Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the resignation or replacement of an Issuing Bank hereunder, the resigning or replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such resignation or replacement, but shall not be required to issue additional Letters of Credit.

(j) Cash Collateralization. If (i) any Event of Default shall occur and be continuing and the Borrower receives notice from the Administrative Agent or the Majority Revolving Lenders demanding the deposit of cash collateral pursuant to this Section 2.08(j), or (ii) the Borrower is required to pay to the Administrative Agent the excess attributable to an LC Exposure in connection with any prepayment pursuant to Section 3.04(c), then the Borrower shall deposit, in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Revolving Lenders, an amount in cash equal to, in the case of an Event of Default, the LC Exposure, and in the case of a payment required by Section 3.04(c), the amount of such excess as provided in Section 3.04(c), as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Obligors or their respective Subsidiaries described in Section 10.01(h) or Section 10.01(i). The Borrower hereby grants to the Administrative Agent, for the benefit of each Issuing Bank and the Lenders, an exclusive first priority and continuing perfected security interest in and Lien on such account and all cash, checks, drafts, certificates and instruments, if any, from time to time deposited or held in such account, all deposits or wire transfers made thereto, any and all investments purchased with funds deposited in such account, all interest, dividends, cash, instruments, financial assets and other Property from time to time received, receivable or otherwise payable in respect of, or in exchange for, any or all of the foregoing, and all proceeds, products, accessions, rents, profits, income and benefits therefrom, and any substitutions and replacements therefor. The Borrower's obligation to deposit amounts pursuant to this Section 2.08(j) shall be absolute and unconditional, without regard to whether any beneficiary of any such Letter of Credit has attempted to draw down all or a portion of such amount under the terms of a Letter of Credit, and, to the fullest extent permitted by applicable law, shall not be subject to any defense or be affected by a right of set-off, counterclaim or recoupment which the Obligors or their respective Subsidiaries may now or hereafter have against any such beneficiary, any Issuing Bank, the Administrative Agent, the Lenders or any other Person for any reason whatsoever. Such deposit shall be held as collateral securing the payment and performance of the Borrower's and any Guarantor's obligations under this Agreement and the other Loan

Documents. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account; provided that investments of funds in such account in investments of the type described in clause (a) and (b) of the definition of Cash Equivalents as permitted by Section 9.05(c) may be made at the option of the Borrower at its direction, risk and expense. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse, on a pro rata basis, each Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated, be applied to satisfy other obligations of the Borrower and the Guarantors, if any, under this Agreement or the other Loan Documents. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, and the Borrower is not otherwise required to pay to the Administrative Agent the excess attributable to an LC Exposure in connection with any prepayment pursuant to Section 3.04(c), then such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three Business Days after all Events of Default have been waived.

Section 2.09 Term Loans.

(a) Funding of Term Loans. Each Term Lender agrees that it will be deemed to make a Term Loan to the Borrower in a single advance on the date that the conditions in Section 6.03 are satisfied (or waived in accordance with Section 12.02), in a principal amount not to exceed such Lender's Term Loan Commitment set forth in Annex III. Each Term Loan shall be deemed to be funded at par without any original issue discount. The Term Loan Commitments are not revolving and amounts repaid or prepaid in respect of the Term Loans may not be re-borrowed. The Term Loan Commitments shall terminate on the deemed funding of the Term Loans by the Lenders pursuant to the Plan of Reorganization.

(b) Loans and Borrowings.

(i) Borrowings; Several Obligations. Each Term Loan shall be deemed to be made as part of a Borrowing made by the Term Lenders ratably in accordance with their Term Loan Commitments. The failure of any Term Lender to make the Term Loan required to be made by it shall not relieve any other Term Lender of its obligations hereunder; provided that the Term Loan Commitments are several and no Term Lender shall be responsible for any other Term Lender's failure to make its Term Loan.

(ii) Types of Term Loans. Subject to Section 3.03, the deemed Borrowing of Term Loans shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower may request in accordance herewith. Each Term Lender at its option may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Term Lender to make such Term Loan; provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Term Loan in accordance with the terms of this Agreement.

(iii) Notes. Upon request of a Term Lender, the Term Loan made or deemed to be made by such Term Lender shall be evidenced by a single promissory note of the Borrower in substantially the form of Exhibit A-2 in a principal amount equal to its Term Loan

Commitment or in the principal amount of the Term Loan it acquired pursuant to an Assignment and Assumption, and otherwise duly completed. The date, amount of its Term Loan, Type, interest rate and, if applicable, Interest Period of its Term Loan and all payments made on account of the principal thereof shall be recorded by such Term Lender on its books for its Term Loan Note, and, prior to any transfer, may be noted by such Term Lender on a Schedule attached to its Term Loan Note or any continuation thereof or on any separate record maintained by such Term Lender. Failure to make any such notation or to attach a Schedule shall not affect any Term Lender's or the Borrower's rights or obligations in respect of such Term Loans or affect the validity of such transfer by any Term Lender of its Term Loan Note.

(c) Request for Borrowing. To request the Borrowing of Term Loans, the Borrower shall notify the Administrative Agent of such request by telephone (i) in the case of a Eurodollar Borrowing, not later than 11:00 a.m., Houston time, three Business Days before the date of the proposed Borrowing of the Term Loans or (ii) in the case of an ABR Borrowing, not later than 12:00 noon, Houston time, on the date of the proposed Borrowing. Such telephonic request shall be irrevocable and shall be confirmed promptly by hand delivery, telecopy or other electronic means to the Administrative Agent of a written Borrowing Request signed by the Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.09(b):

(A) the aggregate amount of the requested Borrowing;

(B) the date of such Borrowing;

(C) whether such Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing;

(D) in the case of a Eurodollar Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period".

(d) Interest Elections. Interest elections with respect to the Term Loan shall be made in accordance with Section 2.04.

(e) Repayments. The principal amount of the Term Loans shall be repaid on the last Business Day of each March, June, September and December, commencing with the last Business Day of March 2017, in consecutive quarterly installments according to the following schedule:

Period	Quarterly Installments
March 2017 - December 2017	$6,250,000 each ($25,000,000 in the aggregate)
March 2018 - December 2018	$9,375,000 each ($37,500,000 in the aggregate)
March 2019 - December 2020	$12,500,000 each ($100,000,000 in the aggregate)
Maturity Date	Bullet payment of all remaining outstanding balances

All remaining principal, accrued but unpaid interest and other amounts owing with respect to the Term Loans shall be due and payable in full as a final scheduled installment on the Maturity Date. Each installment shall be paid to Administrative Agent for the pro rata benefit of the Term Lenders. Once repaid, whether such repayment is voluntary or required, Term Loans may not be reborrowed.

ARTICLE III
Payments of Principal and Interest; Prepayments; Fees

Section 3.01 Repayment of Loans. The Borrower hereby unconditionally promises to pay to the Administrative Agent on the Termination Date (a) for the account of each Revolving Lender, the then unpaid principal amount of each Revolving Loan and (b) for the account of each Term Lender, the then unpaid principal amount of each Term Loan.

Section 3.02 Interest.

(a) ABR Loans. Each ABR Loan shall bear interest at the Alternate Base Rate plus the Applicable Margin, but in no event to exceed the Highest Lawful Rate.

(b) Eurodollar Loans. Each Eurodollar Loan shall bear interest at the LIBO Rate for the Interest Period in effect for such Eurodollar Loan plus the Applicable Margin, but in no event to exceed the Highest Lawful Rate.

(c) Post-Default and Borrowing Base Deficiency Rate. Notwithstanding the foregoing, (i) if either (A) an Event of Default pursuant to Section 10.01(a), (b), (h), (i) or (j) or Section 10.01(d) as a result of the failure to deliver a notice pursuant to Section 8.02(a) has occurred and is continuing, or (B) any other Event of Default has occurred and the Administrative Agent has delivered a notice, then all Loans outstanding shall bear interest, after as well as before judgment, at a rate per annum equal to two percent (2%) plus the rate applicable to ABR Loans as provided in Section 3.02(a), but in no event to exceed the Highest Lawful Rate and (ii) during any Borrowing Base Deficiency, the amount of such Borrowing Base Deficiency shall bear interest, after as well as before judgment, at a rate per annum equal to two percent (2%) plus the rate applicable to ABR Loans as provided in Section 3.02(a), but in no event to exceed the Highest Lawful Rate.

(d) Interest Payment Dates. Accrued interest on each Loan shall be payable in arrears on: (i) with respect to any ABR Loan, the last day of each calendar month; (ii) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part but in all cases to be paid at least every three months and (iii) in any case, on the Termination Date; provided that (A) interest accrued pursuant to Section 3.02(c)(i) shall be payable on demand, (B) in the event of any repayment or prepayment of any Loan (other than an optional prepayment of an ABR Loan prior to the Termination Date), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment, and (C) in the event of any conversion of any Eurodollar Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) Interest Rate Computations. All interest hereunder shall be computed on the basis of a year of 360 days, unless such computation would exceed the Highest Lawful Rate, in which case interest shall be computed on the basis of a year of 365 days (or 366 days in a leap year), except that interest computed by reference to the Alternate Base Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error, and be binding upon the parties hereto.

Section 3.03 Alternate Rate of Interest. If prior to the commencement of any Interest Period for a Eurodollar Borrowing:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the LIBO Rate for such Interest Period; or

(b) the Administrative Agent is advised by the Majority Lenders (or the Majority Revolving Lenders or Majority Term Lenders, as applicable) that the LIBO Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone or telecopy as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective, and (ii) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

Section 3.04 Prepayments.

(a) Optional Prepayments. The Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to prior notice in accordance with Section 3.04(b) and payment of applicable breakage costs, if any, under Section 5.02.

(b) Notice and Terms of Optional Prepayment. The Borrower shall notify the Administrative Agent by telephone (confirmed by telecopy) of any prepayment hereunder (i) in the case of prepayment of a Eurodollar Borrowing, not later than 12:00 noon, Houston time, three Business Days before the date of prepayment, or (ii) in the case of prepayment of an ABR Borrowing, not later than 12:00 noon, Houston time, one Business Day before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing; provided that any optional prepayment shall be applied as directed by the Borrower. Prepayments shall be accompanied by accrued interest to the extent required by Section 3.02.

(c) Mandatory Prepayments.

(i) If, at any time, including without limitation, after giving effect to any termination or reduction of the Aggregate Maximum Credit Amounts pursuant to Section 2.06(b), the total Revolving Credit Exposure exceeds the total Revolving Loan Commitments or the Aggregate Maximum Credit Amounts, then the Borrower shall, on the same Business Day, (A) prepay the Revolving Loans on the date, as applicable, of such determination, termination or reduction in an aggregate principal amount equal to such excess, and (B) if any excess remains after prepaying all of the Revolving Loans as a result of an LC Exposure, pay to the Administrative Agent on behalf of the Lenders an amount equal to such excess to be held as cash collateral as provided in Section 2.08(j).

(ii) Upon any redetermination of or adjustment to the amount of the Borrowing Base in accordance with Section 2.07(a) through (d) or Section 8.12(c), if the total Revolving Credit Exposures exceeds the redetermined or adjusted Borrowing Base, then the Borrower shall exercise any one or combination of the following: (A) deliver to the Administrative Agent reserve engineering and mortgages covering such Oil and Gas Properties of the Obligors or their respective Subsidiaries not previously covered by the Security Instruments with a value and quality satisfactory to the Required Lenders in their sole discretion sufficient to eliminate such Borrowing Base Deficiency or (B) prepay in cash the Revolving Loans in an aggregate principal amount equal to such excess after giving effect to any action taken under (A) hereof, and if any excess remains after prepaying all of the Revolving Loans as a result of an LC Exposure, pay to the Administrative Agent on behalf of the Lenders an amount equal to such excess to be held as cash collateral as provided in Section 2.08(j); provided, that the Borrower may make such prepayment and/or deposit of cash collateral in six successive

equal monthly payments and/or deposits. The Borrower shall be obligated to deliver the reserve engineering and mortgages described in clause (A) immediately above, and/or to commence the payments described in clause (B) immediately above, on the 30th day following the later to occur of its receipt of the applicable New Borrowing Base Notice in accordance with Section 2.07(d) or the date the adjustment occurs; provided that all payments required to be made pursuant to this Section 3.04(c)(ii) must be made on or prior to the Termination Date.

(iii) Upon any adjustments to the Borrowing Base pursuant to Section 2.07(f) if the total Revolving Credit Exposures exceeds the Borrowing Base as adjusted, then the Borrower shall (A) prepay in cash the Revolving Loans in an aggregate principal amount equal to such excess, and (B) if any excess remains after prepaying all of the Revolving Loans as a result of an LC Exposure, pay in cash to the Administrative Agent on behalf of the Lenders an amount equal to such excess to be held as cash collateral as provided in Section 2.08(j); provided, the Borrower shall be obligated to make such prepayment and/or deposit of cash collateral on the Business Day immediately following the date it or any Subsidiary receives cash proceeds as a result of such termination, liquidation or creation of offsetting positions, as applicable; provided that all payments required to be made pursuant to this Section 3.04(c)(iii) must be made on or prior to the Termination Date.

(iv) If, at any time after the Effective Date, any Obligor or their respective Subsidiaries issues or incurs (A) Funded Debt permitted pursuant to Section 9.01(f) and as a result of such issuance or incurrence any Borrowing Base Deficiency results from the adjustments pursuant to Section 2.07(e), then the Borrower shall use the Net Cash Proceeds from the issuance of such Funded Debt to prepay the Revolving Loans in an aggregate principal amount equal to such excess, and if, as a result of an LC Exposure, any Borrowing Base Deficiency remains after prepaying all of the Revolving Loans, deposit with the Administrative Agent on behalf of the Lenders an amount equal to the lesser of such LC Exposure and any remaining Net Cash Proceeds to be held as cash collateral as provided in Section 2.08(j) or (B) Debt not permitted by Section 9.02, then the Borrower shall use the cash proceeds from the issuance of such Funded Debt to prepay the Revolving Loans and Term Loans pro rata in an aggregate principal amount equal to the principal amount of such Debt and the Maximum Credit Amount and Borrowing Base shall be permanently reduced in the amount of such Debt applied to the Revolving Loans. The Borrower shall make such prepayment and/or deposit of cash collateral as soon as practical, and in any event no later than the Business Day after it or any Subsidiary receives such Net Cash Proceeds as a result of such issuance or incurrence of Funded Debt.

(v) At any time during the Non-Conforming Period or the Term Loans are outstanding, upon any Sale of Oil and Gas Properties (or any Sale of Equity Interests of a Obligor directly or indirectly owning Oil and Gas Properties) pursuant to Section 9.11(b)(iv) in a single transaction or series of related transactions with a fair market value equal to or exceeding $10,000,000, in a single transaction or series of transactions, the Borrower shall prepay the Revolving Loans with the Net Cash Proceeds from such Sale; provided an amount equal to the Conforming Borrowing Base deficiency existing as a result of the reduction in the Conforming Borrowing Base due to the sale of such assets shall be applied to Revolving Loans under the Conforming Borrowing Base; provided, further that any Net Cash Proceeds in excess of such Conforming Borrowing Base deficiency shall be applied against the Revolving Loans or Term

Loans, as directed by the Borrower in its sole discretion (it being agreed and understood that there shall be no permanent reduction of the Revolving Loans Commitment on account of any payment under this proviso); provided, further, Borrower shall not be required to prepay the Revolving Loans in excess of such Conforming Borrowing Base deficiency pursuant to this Section 3.04(c)(v) if the Borrower intends to reinvest such Net Cash Proceeds in Oil and Gas Properties (or Equity Interests in an entity owning Oil and Gas Properties), which reinvestment shall be completed within one (1) year of such Sale (which period may be extended by the Administrative Agent in its sole discretion for an additional period of 180 days if a binding commitment has been entered into for the reinvestment of such Net Cash Proceeds); provided, further, all such reinvested amounts shall remain subject to the provisions of Section 3.04(c)(vii).

(vi) At any time after the Non-Conforming Period and the Term Loans have been repaid in full, if upon any Sale of Oil and Gas Properties (or any Sale of Equity Interests of a Obligor directly or indirectly owning Oil and Gas Properties) pursuant to Section 9.11(b)(iv), the sum of (A) the aggregate value, if any, attributable to such Oil and Gas Properties (and/or Oil and Gas Properties directly or indirectly owned by such Obligor, as applicable) in the most recently delivered Reserve Report, plus (B) the aggregate value, if any, attributable to the Oil and Gas Properties in such Reserve Report in respect of all other Sales of Oil and Gas Properties and Equity Interests of Obligors effected since the most recent Scheduled Redetermination Date, exceeds an amount equal to five percent (5%) of the then effective Borrowing Base, then the Borrower shall to the extent of such Borrowing Base deficiency existing as a result of the reduction in the Borrowing Base due to such Sale prepay the Revolving Loans under the Borrowing Base with the Net Cash Proceeds from such Sale.

(vii) If, at any time Revolving Loans or LC Exposure are outstanding, the Consolidated Cash Balance exceeds $70,000,000.00 as of the end of each Consolidated Cash Measurement Day commencing with the first full week after the Effective Date, then notwithstanding any other provision of this Agreement or any other Loan Document to the contrary, the Borrower shall, within one Business Day after such Consolidated Cash Measurement Day, (a) prepay the Revolving Loans in an aggregate principal amount equal to such excess (which prepayment shall be applied as elected by the Borrower in its sole discretion), and (b) if any excess remains after prepayment of all the Revolving Loans, to the extent any LC Exposure is outstanding, deposit with the Administrative Agent on behalf of the Lenders an amount equal to the lesser of such LC Exposure and any remaining excess as provided in Section 2.08(j). No breakage or similar fees (including any amounts under Section 5.02) shall be payable and no prepayment notice shall be required in respect of any prepayments made pursuant to this Section 3.04(c)(vii).

(viii) At any time during the Non-Conforming Period or the Term Loans are outstanding, within one (1) Business Day after the receipt of any Net Cash Proceeds of insurance or condemnation awards paid in respect of any Collateral constituting Oil and Gas Properties in excess of $10,000,000 per Casualty Event of the Obligors, the Borrower shall prepay the Revolving Loans in an amount equal to such Net Cash Proceeds provided, Borrower shall not be required to prepay the Borrowings pursuant to this Section 3.04(c)(viii) if the Borrower has entered into a binding obligation to reinvest in Oil and Gas Properties or acquire substantially similar assets or refurbish and repair the damaged assets using such proceeds, which reinvestment, acquisition, repair or refurbishment shall be completed within one (1) year

of such Sale (which period may be extended by the Administrative Agent in its sole discretion for an additional period of 180 days if a binding commitment has been entered into for such reinvestment, acquisition, repair or refurbishment); provided further all such reinvestment amounts shall remain subject to the provisions of Section 3.04(c)(vii).

(ix) Upon the occurrence of (A) the Maturity Date, or (B) a Change of Control, the Obligations shall be indefeasibly paid in full in cash.

(x) Each prepayment pursuant to Section 3.04(c)(i) through (iv)(A), (vi) through (ix) and, to the extent applicable to the Revolving Loans, Section 3.04(c)(iv)(B) and 3.04(c)(v), shall be applied ratably to the Revolving Loans then outstanding and such prepayments shall be applied, first, ratably to any ABR Borrowings then outstanding within such class, and, second, to any Eurodollar Borrowings then outstanding within such class, and if more than one Eurodollar Borrowing is then outstanding within such class, to each such Eurodollar Borrowing in order of priority beginning with the Eurodollar Borrowing with the least number of days remaining in the Interest Period applicable thereto and ending with the Eurodollar Borrowing with the most number of days remaining in the Interest Period applicable thereto.

(xi) Each prepayment of Borrowings pursuant to Section 3.04(c)(v) shall be applied first to the Conforming Borrowings up to the amount of any Borrowing Base Deficiency resulting from the applicable Sale of Oil and Gas Properties (or Equity Interests) pursuant to Section 2.07(g), and second to the Borrowings elected by the Borrower in its sole discretion; provided that any prepayments of Borrowings of Term Loans pursuant to Section 3.04(c)(v) and (vi) may be applied to scheduled repayment installments in direct order of maturity.

(xii) Except as otherwise provided herein, each prepayment of Borrowings pursuant to this Section 3.04(c) shall be applied ratably to the Loans included in the prepaid Borrowings. Prepayments pursuant to this Section 3.04(c) shall be accompanied by accrued and unpaid interest to the extent required by Section 3.02.

(d) No Premium or Penalty. Prepayments permitted or required under this Section 3.04 shall be without premium or penalty, except as required under Section 5.02.

Section 3.05 Fees.

(a) Commitment Fees. The Borrower agrees to pay to the Administrative Agent for the account of each Lender (subject to Section 4.04(c)(i)) a commitment fee, which shall accrue at the applicable Commitment Fee Rate on the average daily amount of the unused amount of the Revolving Loan Commitment of such Lender during the period from and including the date of this Agreement to but excluding the Termination Date. Accrued commitment fees shall be payable in arrears on the last day of March, June, September and December of each year and on the Termination Date, commencing on the first such date to occur after the date hereof. All commitment fees shall be computed on the basis of a year of 360 days, unless such computation would cause interest on the Notes or on other Obligations hereunder to exceed the Highest Lawful Rate, in which case such commitment fees shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) Letter of Credit Fees. The Borrower agrees to pay (i) to the Administrative Agent for the account of each Revolving Lender (subject to Section 4.04(c)(iii)) a participation fee with respect to its participations in Letters of Credit, which shall accrue at the same Applicable Margin used to determine the interest rate applicable to Eurodollar Loans on the average daily amount of such Revolving Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the date of this Agreement to but excluding the later of the date on which such Revolving Lender's Revolving Loan Commitment terminates and the date on which such Revolving Lender ceases to have any LC Exposure, (ii) to each Issuing Bank a fronting fee equal to 0.50% per annum on the face amount of each Letter of Credit issued by such Issuing Bank hereunder, provided that in no event shall such fee be less than $500 and (iii) to each Issuing Bank, for its own account, its standard fees with respect to the amendment, renewal or extension of any Letter of Credit issued by such Issuing Bank or processing of drawings thereunder. Participation fees accrued through and including the last day of March, June, September and December of each year shall be payable on the third Business Day following such last day, commencing on the first such date to occur after the date of this Agreement and fronting fees with respect to any Letter of Credit shall be payable at the time of issuance of such Letter of Credit; provided that all such fees shall be payable on the Termination Date and any such fees accruing after the Termination Date shall be payable on demand. Any other fees payable to an Issuing Bank pursuant to this Section 3.05(b) shall be payable within 10 days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days, unless such computation would exceed the Highest Lawful Rate, in which case such fees shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) Administrative Agent Fees. The Borrower agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrower and the Administrative Agent.

ARTICLE IV
Payments; Pro Rata Treatment; Sharing of Set-offs.

Section 4.01 Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a) Payments by the Borrower. The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 5.01, Section 5.02, Section 5.03 or otherwise) prior to 1:00 p.m., Houston time, on the date when due, in immediately available funds, without defense, deduction, recoupment, set-off or counterclaim (except for Taxes, if any, pursuant to Section 5.03(a), provided that the Borrower has complied with all of the requirements of such Section to the extent applicable). Fees, once paid, shall be fully earned and shall not be refundable under any circumstances, absent manifest error. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest

thereon. All such payments shall be made to the Administrative Agent at its offices specified in Section 12.01, except payments to be made directly to an Issuing Bank as expressly provided herein and except that payments pursuant to Section 5.01, Section 5.02, Section 5.03 and Section 12.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in dollars.

(b) Application of Insufficient Payments. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) Sharing of Payments by Lenders. If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in LC Disbursements and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall take an assignment of, or purchase participations in the Loans and participations in LC Disbursements of other Lenders, in each case, for cash at face value, to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and participations in LC Disbursements or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued but unpaid interest on their respective Loans and Participations in LC Disbursements; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this Section 4.01(c) shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements to any assignee or Participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this Section 4.01(c) shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

Section 4.02 Presumption of Payment by the Borrower. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or any Issuing Bank that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or such Issuing Bank, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or such Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

Section 4.03 Certain Deductions by the Administrative Agent. If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.05(b), Section 2.08(d), Section 2.08(e), Section 4.01(c) or Section 4.02 then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

Section 4.04 Payments and Deductions to a Defaulting Lender.

(a) [Reserved].

(b) If a Defaulting Lender (or a Lender who would be a Defaulting Lender but for the expiration of the relevant grace period) as a result of the exercise of a set-off shall have received a payment in respect of its Revolving Credit Exposure which results in its Revolving Credit Exposure being less than its Applicable Percentage of the aggregate Revolving Credit Exposures, then no payments will be made to such Defaulting Lender until such time as all amounts due and owing to the Lenders have been equalized in accordance with each Lender's respective pro rata share of the Obligations. Further, if at any time prior to the acceleration or maturity of the Loans, the Administrative Agent shall receive any payment in respect of principal of a Loan or a reimbursement of an LC Disbursement while one or more Defaulting Lenders shall be party to this Agreement, the Administrative Agent shall apply such payment first to the Borrowing(s) for which such Defaulting Lender(s) shall have failed to fund its pro rata share until such time as such Borrowing(s) are paid in full or each Lender (including each Defaulting Lender) is owed its Applicable Percentage of all Loans then outstanding. After acceleration or maturity of the Loans, subject to the first sentence of this Section 4.04(b), all principal will be paid ratably as provided in Section 10.02(c).

(c) Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(i) Fees shall cease to accrue on the unfunded portion of the Revolving Loan Commitment of such Defaulting Lender pursuant to Section 3.05.

(ii) The Commitments, the Maximum Credit Amount, the outstanding principal balance of the Loans and participation interests in Letters of Credit of such Defaulting Lender shall not be included in determining whether all Lenders, the Majority Lenders, the Majority Revolving Lenders, the Majority Term Lenders, the Required Lenders or the Borrowing Base Required Lenders, as applicable, have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 12.02), provided that any waiver, amendment or modification requiring the consent of each affected Lender and which affects such Defaulting Lender, shall require the consent of such Defaulting Lender; and provided further that no Defaulting Lender shall participate in any redetermination or affirmation of the Borrowing Base, the Conforming Borrowing Base, or during the Non-Conforming Period, the Non-Conforming Borrowing Base, but the Revolving Loan Commitments (i.e., the Applicable Percentage of the Borrowing Base) of a Defaulting Lender may not be increased without the consent of such Defaulting Lender.

(iii) If any LC Exposure exists at the time a Revolving Lender becomes a Defaulting Lender then:

(A) all or any part of such LC Exposure shall automatically be reallocated (effective as of the date such Lender becomes a Defaulting Lender) among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages but only to the extent (1) the sum of all Non-Defaulting Lenders' Revolving Credit Exposures plus such Defaulting Lender's LC Exposure does not exceed the total of all Non-Defaulting Lenders' Revolving Loan Commitments, (2) the conditions set forth in Section 6.02 are satisfied at such time and (3) subject to Section 12.19, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation;

(B) if the reallocation described in clause (A) above cannot, or can only partially, be effected, then the Borrower shall within three Business Days following notice by the Administrative Agent cash collateralize such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (A) above) in accordance with the procedures set forth in Section 2.08(e) for so long as such LC Exposure is outstanding;

(C) if the Borrower cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to this Section 4.04 then the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 3.05(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;

(D) if the LC Exposure of the Non-Defaulting Lenders is reallocated pursuant to Section 4.04(c), then the fees payable to the Lenders pursuant to Section 3.05(a) and Section 3.05(b) shall be adjusted in accordance with such Non-Defaulting Lenders' Applicable Percentages after giving effect to such reallocation; or

(E) if any Defaulting Lender's LC Exposure is neither cash collateralized nor reallocated pursuant to Section 4.04(c)(iii), then, without prejudice to any rights or remedies of the Issuing Bank or any Lender hereunder, all letter of credit fees payable under Section 3.05(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the Issuing Bank until such LC Exposure is cash collateralized and/or reallocated.

(d) So long as any Revolving Lender is a Defaulting Lender, the Issuing Bank shall not be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure will be 100% covered by the Revolving Loan Commitments of the Non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 4.04(c), and participating interests in any such newly issued or increased Letter of Credit shall be allocated among Non-Defaulting Lenders in a manner consistent with Section 4.04(c)(iii)(A) (and Defaulting Lenders shall not participate therein).

(e) In the event that the Administrative Agent, the Borrower and the Issuing Bank each agrees that a Defaulting Lender has adequately remedied all matters that caused such Revolving Lender to be a Defaulting Lender, then the LC Exposures of the Revolving Lenders shall be readjusted to reflect the inclusion of such Revolving Lender's Revolving Loan Commitment and on such date such Revolving Lender shall purchase at par such of the Revolving Loans or participations in Letters of Credit of the other Revolving Lenders as the Administrative Agent shall determine may be necessary in order for such Revolving Lender to hold such Revolving Loans in accordance with its Applicable Percentage.

ARTICLE V
Increased Costs; Break Funding Payments; Taxes; Illegality

Section 5.01 Increased Costs.

(a) Eurodollar Changes in Law. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve (including marginal, special, emergency or supplemental reserves), special deposit, compulsory loan, insurance charge, or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender; or

(ii) subject the Administrative Agent or any Lender to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (e) of the definition of Excluded Taxes, and (C) Connection Income Taxes) on its Loans, Loan principal, Letters of Credit, Commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense affecting this Agreement or Eurodollar Loans made by such Lender; and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting to, continuing or maintaining any Eurodollar Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by such Lender (whether of principal, interest or otherwise), then the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or any Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or liquidity or on the capital or liquidity of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy and liquidity), then from time to time the Borrower will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c) Certificates. A certificate of a Lender or any Issuing Bank setting forth in reasonable detail the basis of its request and the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in Section 5.01(a) or (b) shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or such Issuing Bank, as the case may be, the amount shown as due on any such certificate within 30 days after receipt thereof.

(d) Effect of Failure or Delay in Requesting Compensation. Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section 5.01 shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or any Issuing Bank pursuant to this Section 5.01 for any increased costs or reductions incurred more than 270 days prior to the date that such Lender or such Issuing Bank, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 270-day period referred to above shall be extended to include the period of retroactive effect thereof. No Lender or Issuing Bank may make any demand pursuant to this Section 5.01 more than 270 days after the Termination Date.

Section 5.02 Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default but excluding any prepayment required pursuant to Section 3.04(c)(vii)), (b) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as the result of the request by the Borrower pursuant to Section 5.04, (c) the conversion of any Eurodollar Loan into an ABR Loan other than on the last day of the Interest Period applicable thereto, or (d) the failure to borrow, convert, continue or prepay any Eurodollar Loan on the date specified in any notice delivered pursuant hereto, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. In the case of a Eurodollar Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the LIBO Rate that would have been applicable to such Loan, for the

period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market.

A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section 5.02 and reasonably detailed calculations therefor, upon request of the Borrower, shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

Section 5.03 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Borrower or any Guarantor under any Loan Document shall be made free and clear of and without deduction for any Taxes; provided that if the Borrower or any Guarantor shall be required by applicable law to deduct any Taxes from such payments, as determined in good faith by the Borrower or the Administrative Agent, as applicable, then (i) in the case of Indemnified Taxes or Other Taxes, the sum payable shall be increased as necessary so that after making all required deductions of Indemnified Taxes or Other Taxes (including deductions applicable to additional sums payable under this Section 5.03(a)), the Administrative Agent, Lender, Issuing Bank or other recipient (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower or such Guarantor shall make all deductions required by applicable law and (iii) the Borrower or such Guarantor shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) Payment of Other Taxes by the Borrower. The Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of such Other Taxes.

(c) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent, each Lender and each Issuing Bank, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative Agent, such Lender or such Issuing Bank, as the case may be, on or with respect to any payment by or on account of any obligation of the Borrower hereunder (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 5.03) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate of the Administrative Agent, a Lender or an Issuing Bank as to the amount of such payment or liability under this Section 5.03 shall be delivered to the Borrower and shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower or a Guarantor to a Governmental Authority,

the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Foreign Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement or any other Loan Document shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law, such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Borrower as will permit such payments to be made without withholding or at a reduced rate. In addition, any Lender, if requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 5.03(e)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed IRS Form W-8BEN or Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit I-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10-percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed originals of IRS Form W-8BEN or Form W-8BEN-E, as applicable; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or Form W-8BEN-E, as applicable, a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-2 or Exhibit I-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i)

of the Code) and such additional documentation and information reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(f) Treatment of Certain Refunds. If any party determines in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 5.03 (including by the payment of additional amounts pursuant to this Section 5.03), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 5.03 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (f) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (f), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (f) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(g) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.04(c) relating to the maintenance of a Participant Register, and (ii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this Section 5.03(g).

Section 5.04 Designation of Different Lending Office; Replacement of Lenders.

(a) Designation of Different Lending Office. If (1) any Lender requests compensation under Section 5.01, or (2) the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 5.03, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 5.01 or Section 5.03, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If (i) any Lender requests compensation under Section 5.01, (ii) the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 5.03, (iii) any Lender asserts an illegality under Section 5.05, (iv) any Lender becomes a Defaulting Lender, (v) any Revolving Lender does not consent to any proposed increase in or reaffirmation of the Borrowing Base, (vi) in connection with any consent to or approval of any proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender or the consent of each Lender affected thereby, the consent of the Majority Lenders shall have been obtained but any Lender has not so consented to or approved such proposed amendment, waiver, consent or release, or (vii) in connection with any consent to or approval of any proposed amendment, waiver, consent or release with respect to Section 2.09 that requires the consent of each Term Lender or the consent of each Term Lender affected thereby, the consent of the Term Lenders having more than sixty-six and two-thirds percent (66- ⅔%) of the then outstanding principal amount of the Term Loans shall have been obtained but any Term Lender has not so consented to or approved such proposed amendment, waiver, consent or release, then in any such case, the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 12.04), all its interests, rights and obligations under this Agreement to an assignee or assignees that shall assume such obligations (which assignee may be another Lender, if such Lender accepts such assignment); provided that (A) the Borrower shall have received the prior written consent of the Administrative Agent, which consent shall not unreasonably be withheld, (B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts), (C) in the case of any such assignment resulting from a claim for compensation under Section 5.01, for payments required to be made pursuant to Section 5.03 or an illegality under Section 5.05, such assignment will result in a reduction in such compensation or payments or avoid the illegality. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a

waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply. Each Lender hereby agrees to make such assignment and delegations required under this Section 5.04(b) and (D) if such assignment is pursuant to subpart (b)(v) or (b)(vi) or (b)(vii), such assignee must consent to vote for such amendment to which the non-consenting lender did not vote.

Section 5.05 Illegality. Notwithstanding any other provision of this Agreement, in the event that it becomes unlawful for any Lender or its applicable lending office to honor its obligation to make or maintain Eurodollar Loans either generally or having a particular Interest Period hereunder, then (a) such Lender shall promptly notify the Borrower and the Administrative Agent thereof and such Lender's obligation to make such Eurodollar Loans shall be suspended (the "Affected Loans") until such time as such Lender may again make and maintain such Eurodollar Loans and (b) all Affected Loans which would otherwise be made by such Lender shall be made instead as ABR Loans (and, if such Lender so requests by notice to the Borrower and the Administrative Agent, all Affected Loans of such Lender then outstanding shall be automatically converted into ABR Loans on the last day of the then current Interest Period for such Affected Loans) and, to the extent that Affected Loans are so made as (or converted into) ABR Loans, all payments of principal which would otherwise be applied to such Lender's Affected Loans shall be applied instead to its ABR Loans.

ARTICLE VI
Conditions Precedent

Section 6.01 Effective Date. The obligations of the Lenders to make Loans and of any Issuing Bank to issue Letters of Credit hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 12.02):

(a) The Bankruptcy Court shall have entered a final order satisfactory to the Administrative Agent and the Lenders party to the Restructuring Support Agreement confirming the Plan of Reorganization (the "Confirmation Order") and all conditions to the Plan Effective Date shall have been satisfied (or will be satisfied upon the occurrence of the Effective Date) or waived. The Confirmation Order shall approve the Loan Documents and authorize the Borrower's and the Guarantors' execution and delivery thereof.

(b) The Arranger, the Administrative Agent and the Lenders shall have received all fees and other amounts due and payable on or prior to the Effective Date, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder.

(c) The Administrative Agent shall have received the Plan Lender Paydown payment in cash for the pro rata benefit of the Lenders, and the Obligors and their respective Subsidiaries shall be in compliance with Section 3.04(c)(vii) on a pro forma basis after giving effect to such payment.

(d) The Administrative Agent shall have received a certificate of the Secretary or a Responsible Officer of the Borrower and of each Guarantor setting forth (i) resolutions of the Managers, board of directors or other managing body with respect to the authorization of the Borrower or such Guarantor to execute and deliver the Loan Documents to which it is a party and to enter into the Transactions, (ii) the individuals (A) who are authorized to sign the Loan Documents to which the Borrower or such Guarantor is a party and (B) who will, until replaced by another individual duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection with this Agreement and the other Loan Documents to which it is a party, (iii) specimen signatures of such authorized individuals, and (iv) for the Borrower and each Guarantor, the articles or certificate of incorporation or formation and bylaws, operating agreement or partnership agreement, as applicable, certified by the Secretary of State of the jurisdiction of organization, (v) for the Borrower and each Guarantor, copies of the bylaws, limited liability company operating agreement, partnership agreement or comparable governing document, in each case, certified as being true and complete. The Administrative Agent and the Lenders may conclusively rely on such certificate until the Administrative Agent receives notice in writing from the Borrower to the contrary.

(e) The Administrative Agent shall have received a certificate of the chief executive officer or chief financial officer of the Borrower and each of the other Obligors certifying that (i) all representations and warranties of the Borrower and each such other Obligor in the Loan Documents are true and correct in all material respects, except those representations and warranties which include a materiality qualifier, and shall be true and correct as so qualified, (ii) no Default or Event of Default has occurred or is continuing or will result from the making of the Loans or the Transactions contemplated by the Loan Documents and (iii) all conditions precedent in this Section 6.01 have been satisfied or waived in accordance with the terms of the Loan Documents.

(f) The Administrative Agent shall have received a Solvency Certificate from the chief financial officer of the Borrower certifying that (i) the Borrower and (ii) the Borrower and the other Obligors taken as a whole, are Solvent.

(g) The Administrative Agent shall have received certificates of the appropriate State agencies with respect to the existence, qualification and long form good standing or other comparable status of the Borrower and each of the other Obligors.

(h) The Administrative Agent shall have received from each party hereto counterparts (in such number as may be requested by the Administrative Agent) of this Agreement signed on behalf of such party.

(i) To the extent requested by a Lender, the Administrative Agent shall have received duly executed Notes payable to each such Lender in a principal amount equal to its Maximum Credit Amount or Term Loan Commitment, as applicable, dated as of the date hereof.

(j) The Administrative Agent shall have received from each party thereto duly executed counterparts (in such number as may be requested by the Administrative Agent) of the Guaranty Agreement and the Security Instruments deemed necessary or advisable by the Administrative Agent. In connection with the execution and delivery of the Security Instruments, the Administrative Agent shall:

(i) be reasonably satisfied that the Security Instruments create first priority, perfected Liens (subject only to Excepted Liens) on at least 95% of the total value of the Proved Reserves of the Oil and Gas Properties of the Obligors and their respective Subsidiaries evaluated in the Initial Reserve Report, and all of the Equipment and Facilities associated therewith;

(ii) have received evidence and be satisfied that the flood insurance required for each Property set forth in Annex IV is in effect; and

(iii) have received certificates, together with undated, blank stock powers for each such certificate, representing all of the issued and outstanding Equity Interests of the Borrower and each of the Guarantors, to the extent such Equity Interests are certificated.

(k) The Administrative Agent shall have received UCC financing statements for the Borrower and each Guarantor to be filed in each such Person's state of incorporation or formation, or principal place of business, as applicable.

(l) The Administrative Agent shall have received an opinion of (x) Kirkland & Ellis, LLP, counsel to the Borrower, in form and substance reasonably satisfactory to the Administrative Agent, as to such customary matters regarding this Agreement, the Security Instruments and the other Loan Documents and the Transactions as the Administrative Agent or its counsel may reasonably request and (y) local counsel reasonably acceptable to the Administrative Agent and its counsel with respect to mortgages and other recorded instruments to perfect interests in real property.

(m) The Administrative Agent shall have received an ACORD evidence of insurance certificate evidencing coverage of the Obligors and their respective Subsidiaries evidencing that the Borrower is carrying insurance in accordance with Section 8.06 and naming the Administrative Agent in such capacity for the Lenders as loss payee on all property insurance policies and naming the Administrative Agent as additional insureds on all liability policies.

(n) The Administrative Agent shall have received a certificate of a Responsible Officer certifying that the Borrower has received all consents and approvals required by Section 7.03.

(o) The Administrative Agent shall have received the pro forma fresh start balance sheet of the Obligors and their Subsidiaries prepared in good faith based on assumptions believed to be reasonable and the Initial Reserve Report accompanied by a Reserve Report Certificate.

(p) The Administrative Agent shall have received appropriate UCC and other Lien and Judgment search certificates from the jurisdiction of (i) organization, (ii) location of principle office, and (iii) each location where Property is located for each Obligor reflecting no prior Liens encumbering the Properties of such Obligor other than those being assigned or released on or prior to the Effective Date or Liens permitted by Section 9.03.

(q) The Administrative Agent shall have reviewed and be reasonably satisfied with the Borrower's and its Subsidiaries' corporate, organizational and capital structure and tax and securities law treatment, and shall have performed and be satisfied with such other due diligence regarding the Obligors or their respective Subsidiaries and their respective Properties as the Administrative Agent may reasonably require.

(r) The Plan Rights Offering shall have closed in accordance with its terms and the Borrower shall have received a minimum cash equity contribution of $530 million from the Plan Rights Offering.

(s) The Administrative Agent shall have received a Borrowing Request in accordance with Section 2.03 and Section 2.09(c) and a request to amend and issue each Existing Letter of Credit in accordance with Section 2.08(b).

(t) The Administrative Agent and the Lenders shall have received, and be reasonably satisfied in form and substance with, all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including but not restricted to the Patriot Act.

(u) The Borrower shall have delivered to the Administrative Agent copies certified by a Responsible Officer of the Borrower as being true and complete copies of each of:

(i) the Plan Rights Offering Agreement and material documents;

(ii) the contribution agreement whereby Prepetition Borrower contributes all of its assets to Borrower;

(iii) the membership interest purchase agreement whereby Holdings acquires the Equity Interests of Borrower;

(iv) the contribution agreement whereby Holdings contributes the Equity Interests of Borrower to Parent;

(v) the reorganization documents whereby the Subsidiaries of the Prepetition Borrower are merged, consolidated, converted or dissolved;

(vi) the Linn-Berry Settlement Agreement;

(vii) the Linn-Berry Transition Services and Separation Agreement;

(viii) the Linn-Berry Joint Operating Agreements; and

(ix) the Linn Funds Flow Memorandum.

(v) The Administrative Agent shall have received such other documents as the Administrative Agent or counsel to the Administrative Agent may reasonably request.

The Administrative Agent shall notify the Borrower and the Lenders of the Effective Date, and such notice shall be conclusive and binding.

Section 6.02 Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing (including the initial funding), and of each Issuing Bank to issue, amend, renew or extend any Letter of Credit, is subject to the satisfaction of the following conditions:

(a) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default or Event of Default shall have occurred and be continuing.

(b) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Material Adverse Effect shall have occurred.

(c) [Reserved].

(d) Each of the representations and warranties of the Borrower and the Guarantors, set forth in this Agreement and in the other Loan Documents shall be true and correct in all material respects (except for those which have a materiality qualifier, which shall be true and correct as so qualified) on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable, such representations and warranties shall continue to be true and correct in all material respects (except for those which have a materiality qualifier, which shall be true and correct as so qualified) as of such specified earlier date.

(e) The receipt by the Administrative Agent of a Borrowing Request in accordance with Section 2.03 or Section 2.09(c), as applicable, or a request for a Letter of Credit in accordance with Section 2.08(b), as applicable.

(f) After giving pro forma effect to such Borrowing, the projected Consolidated Cash Balance as of the immediately following Consolidated Cash Measurement Day shall not exceed the amount set forth in Section 3.04(c)(vii), which projections shall be estimated by the Borrower in good faith and certified as being based on estimates and assumptions that the Borrower believes in good faith to be reasonable at the time made (it being agreed and understood that the Borrower shall make no assurances or guarantees that the projected results will be realized).

Each request for a Borrowing and each request for the issuance, amendment, renewal or extension of any Letter of Credit shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in this Section 6.02.

Section 6.03 Additional Conditions to Credit Events. In addition to the conditions precedent set forth in Section 6.02, so long as any Lender is a Defaulting Lender, the Issuing Bank shall not be required to issue, amend or increase any Letter of Credit, unless it is satisfied

that the LC Exposure will be 100% covered by the Commitments of the Non-Defaulting Lenders and/or the Borrower will cash collateralize the LC Exposure in accordance with Section 4.04(c)(i), and participating interests in any such newly issued or increased Letter of Credit shall be allocated among Non-Defaulting Lenders in accordance with Section 4.04(c)C(A) (and Defaulting Lenders shall not participate therein).

Section 6.04 Post-Closing Obligations. Within the time periods specified on Schedule 6.04 (as each may be extended in writing by the Administrative Agent in its sole discretion, in each case, for a period not to exceed 30 days in the aggregate), each Obligor shall, and shall cause each Subsidiary to, provide the documentation, and complete the undertakings, as are set forth on Schedule 6.04. All conditions precedent, covenants and representations and warranties contained in this Agreement and the other Loan Documents shall be deemed modified to the extent necessary to effect the foregoing (and to permit the taking of the actions described above and on Schedule 6.04 within the time periods required by this Section 6.04, rather than as elsewhere provided in the Loan Documents); provided that (x) to the extent any representation and warranty would not be true, or any provision of any covenant breached, because the foregoing actions were not taken on the Effective Date, the respective representation and warranty shall be required to be true and correct in all material respects, and the covenant complied with, at the time the respective action is taken (or was required to be taken) in accordance with the foregoing provisions of this Section 6.04 and (y) all representations and warranties and covenants relating to the Loan Documents shall be required to be true or, in the case of any covenant, complied with, immediately after the actions required to be taken by this Section 6.04 have been taken (or were required to be taken).

ARTICLE VII
Representations and Warranties

The Borrower and each of the other Obligors jointly and severally represents and warrants to the Lenders that:

Section 7.01 Organization; Powers. Each of the Obligors and their respective Subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority, and has all material governmental licenses, authorizations, consents and approvals necessary, to own its assets and to carry on its business as now conducted, and is qualified to do business in, and is in good standing in or has applied to qualify to do business in, every jurisdiction where such qualification is required, except where failure to have such power, authority, licenses, authorizations, consents, approvals and qualifications could not reasonably be expected to have a Material Adverse Effect.

Section 7.02 Authority; Enforceability. The Transactions are within the Borrower's and each Guarantor's corporate or limited liability company powers and have been duly authorized by all necessary corporate or limited liability company and, if required, member action (including, without limitation, any action required to be taken by any class of directors of the Borrower or any other Person, whether interested or disinterested, in order to ensure the due authorization of the Transactions). When executed and delivered, each Loan Document to which the Borrower and any Guarantor is a party will have been duly executed and delivered by the Borrower and such Guarantor and will constitute a legal, valid and binding obligation of the

Borrower and such Guarantor, as applicable, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 7.03 Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any other third Person (including the members or any class of directors of the Borrower or any other Person, whether interested or disinterested), nor is any such consent, approval, registration, filing or other action necessary for the validity or enforceability of any Loan Document or the consummation of the Transactions contemplated thereby, except (i) such as have been obtained or made and are in full force and effect, (ii) the filings and recordings necessary to perfect the Liens created hereby and by the Security Instruments, (iii) those third party approvals or consents which, if not made or obtained, would not cause a Default hereunder or could not reasonably be expected to have a Material Adverse Effect and (iv) the filing of any required documents with the SEC, (b) will not violate any applicable law or regulation or the charter, by-laws or other organizational documents of the Obligors or their respective Subsidiaries or any order of any Governmental Authority (except for such violations that would not reasonably be expected to have a Material Adverse Effect), (c) will not violate or result in a default under any indenture, agreement or other instrument evidencing Material Debt binding upon the Borrower or any Guarantor or their Properties, or give rise to a right thereunder to require any payment to be made by the Borrower or such Guarantor and (d) will not result in the creation or imposition of any Lien on any Property of the Obligors or their respective Subsidiaries (other than the Liens created by the Loan Documents).

Section 7.04 Financial Position; No Material Adverse Effect.

(a) The Borrower has delivered to the Administrative Agent and each of the Lenders (i) the pro forma Effective Date balance sheet of the Borrower reasonably reflecting in the Borrower's good faith estimate the fresh start accounting and (ii) each other Financial Statement required to be delivered pursuant to Section 6.01 or Section 8.01. The Financial Statements that have been delivered and which are maintained prior to delivery by the Obligors present fairly, in all material respects, the financial position and results of operations and cash flows of Holdings and its Consolidated Subsidiaries as of such date and for each such period in accordance with GAAP; provided the pro forma Effective Date balance sheet of the Borrower delivered on the Effective Date is the Borrower's good faith estimate.

(b) Since the Effective Date and the date of the last Financial Statements delivered pursuant to Section 8.01, there has been no event, development or circumstance that has had or could reasonably be expected to have a Material Adverse Effect.

(c) As of the Effective Date, neither the Borrower or any other Obligor nor their respective Subsidiaries has any Material Debt (including Disqualified Capital Stock), or any material contingent liabilities, material off-balance sheet liabilities or partnerships, material liabilities for Taxes, material unusual forward or long-term commitments or material unrealized or anticipated losses from any unfavorable commitments, except (i) the Obligations, (ii) as referred to or reflected or provided for in the Financial Statements delivered under Section 7.04(a) or (iii) as disclosed to the Administrative Agent prior to the date hereof.

Section 7.05 Litigation. Except as set forth on Schedule 7.05, there are no actions, suits, investigations or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened in writing against or affecting the Obligors or their respective Subsidiaries (a) not fully covered by insurance (except for normal deductibles) as to which there is a reasonable possibility of an adverse determination that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (b) that involve any Loan Document. Since the date of this Agreement, there has been no change in the status of the matters disclosed in Schedule 7.05 that, individually or in the aggregate, has resulted in, or would reasonably be expected to result in, a Material Adverse Effect.

Section 7.06 Environmental Matters. Except for such matters that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Borrower or any other Obligor or their respective Subsidiaries:

(a) the Obligors and their respective Subsidiaries and each of their respective Properties and operations thereon are, and within all applicable statute of limitation periods have been, in compliance with all applicable Environmental Laws;

(b) the Obligors and their respective Subsidiaries have obtained all Environmental Permits required for their respective operations and each of their Properties, with all such Environmental Permits being currently in full force and effect, and none of Borrower or its Subsidiaries has received any written notice or otherwise has knowledge that any such existing Environmental Permit will be revoked or that any application for any new Environmental Permit or renewal of any existing Environmental Permit will be protested or denied;

(c) there are no claims, demands, suits, orders, inquiries, or proceedings concerning any violation of, or any liability (including as a potentially responsible party) under, any applicable Environmental Laws that are pending or, to the knowledge of any Obligor, threatened against the Obligors and their respective Subsidiaries or any of their respective Properties or as a result of any operations at the Properties;

(d) none of the Properties contain or have contained any: (i) underground storage tanks; (ii) asbestos containing materials in a friable condition or otherwise requiring abatement under Environmental Laws; (iii) landfills or dumps; (iv) hazardous waste management units as defined pursuant to RCRA or any comparable state law; or (v) sites on or nominated for the National Priority List promulgated pursuant to CERCLA or any similar state remedial priority list promulgated or published pursuant to any comparable state law;

(e) there is no Release or threatened Release, of Hazardous Materials at, on, under or from any of the Borrower's or its Subsidiaries' Properties, there is no investigation, remediation, abatement, removal, or monitoring of Hazardous Materials required under applicable Environmental Laws at such Properties and, to the knowledge of the Obligors, none of such Properties are adversely affected by any Release or threatened Release of a Hazardous Material originating or emanating from any other real property;

(f) neither the Obligors nor their respective Subsidiaries has received any written notice asserting an alleged liability or obligation under any applicable Environmental Laws with respect to the investigation, remediation, abatement, removal, or monitoring of any Hazardous Materials at, under, or Released or threatened to be Released from any real properties offsite the Borrower's or its Subsidiaries' Properties and there are no conditions or circumstances that would reasonably be expected to result in the receipt of such written notice;

(g) there has been no exposure of any Person or property to any Hazardous Materials as a result of or in connection with the operations and businesses of any of the Obligors' and their respective Subsidiaries' Properties that would reasonably be expected to form the basis for a material claim for damages or compensation and, to the knowledge of the Obligors, there are no conditions or circumstances that would reasonably be expected to result in the receipt of notice regarding such exposure; and

(h) the Obligors and their respective Subsidiaries have made available to the Lenders copies of all material environmental site assessment reports and other material documents relating to any alleged non-compliance with or liability under Environmental Laws that are in any of the Obligors' and their respective Subsidiaries' possession or control and relating to their respective Properties or operations thereon.

Section 7.07 Compliance with the Laws and Agreements; No Defaults.

(a) Each of the Obligors and their respective Subsidiaries is in compliance with all Governmental Requirements applicable to it or its Property and all agreements and other instruments binding upon it or its Property except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(b) No Default has occurred and is continuing.

Section 7.08 Investment Company Act. None of the Obligors or their respective Subsidiaries is an "investment company" or a company "controlled" by an "investment company," within the meaning of, or subject to regulation under, the Investment Company Act of 1940, as amended.

Section 7.09 Taxes. Each of the Obligors and their respective Subsidiaries has timely filed or caused to be filed all Tax returns (including extensions) and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Obligors and their respective Subsidiaries, as applicable, has set aside on its books adequate reserves in accordance with GAAP or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect. The charges, accruals and reserves on the books of the Obligors or their respective Subsidiaries in respect of Taxes and other governmental charges are, in the reasonable opinion of the Obligors, adequate. No Tax Lien (other than an Excepted Lien) has been filed and, to the knowledge of the Obligors, no claim is being asserted with respect to any such Tax or other such governmental charge. The Borrower is treated as a disregarded entity, Parent is treated as a partnership or a disregarded subsidiary of Holdings and Holdings is treated as a corporation for U.S. federal income tax purposes.

Section 7.10 ERISA. Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect:

(a) The Obligors and their respective Subsidiaries and each ERISA Affiliate have complied in all material respects with ERISA and, where applicable, the Code regarding each Plan, if any.

(b) Each Plan, if any, is, and has been, maintained in substantial compliance with ERISA and, where applicable, the Code.

(c) No ERISA Event with respect to any Plan has occurred or is expected by the Borrower, any of its Subsidiaries or any ERISA Affiliate to be incurred with respect to any Plan.

(d) No accumulated funding deficiency (as defined in Section 302 of ERISA and Section 412 of the Code), whether or not waived, exists with respect to any Plan.

(e) None of the Obligors and their respective Subsidiaries or any ERISA Affiliate sponsors, maintains or contributes to, or has at any time in the six-year period preceding the date hereof sponsored, maintained or contributed to, any Multiemployer Plan.

(f) None of the Obligors and their respective Subsidiaries or any ERISA Affiliate is required to provide security under Section 401(a)(29) of the Code due to a Plan amendment that results in an increase in current liability for the Plan.

(g) None of the Obligors and their respective Subsidiaries nor any ERISA Affiliate sponsors, maintains or contributes to an employee welfare benefit plan, as defined in Section 3(1) of ERISA, including any such plan maintained to provide benefits to former employees of such entities, that may not be terminated by the Obligors and their respective Subsidiaries or any ERISA Affiliate in its sole discretion without any material liability.

Section 7.11 Disclosure; No Material Misstatements. None of the reports, financial statements, certificates or other written information (other than Reserve Reports and any information delivered in connection therewith) furnished by or on behalf of the Obligors and their respective Subsidiaries to the Administrative Agent or any Lender pursuant to this Agreement or any other Loan Document or delivered by the Borrower, any other Obligor or any of their respective Subsidiaries to the Administrative Agent or any Lender hereunder or under any other Loan Document (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading on the date when furnished; provided that with respect to financial estimates, projected or forecasted financial information and other forward-looking information, the Obligors each represents and warrants only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time of preparation; it being understood that (a) such projections and forecasts, as to future events, are not to be viewed as facts, that

actual results during the period(s) covered by any such projections or forecasts may differ significantly from the projected or forecasted results and that such differences may be material and that such projections and forecasts are not a guarantee of financial performance, and (b) no representation is made with respect to information of a general economic or general industry nature. There are no statements or conclusions in any Reserve Report or in any information delivered in connection therewith which are based upon or include materially misleading information of a material fact or fail to take into account material information regarding the material matters reported therein, it being understood that projections concerning volumes attributable to the Oil and Gas Properties of the Obligors and their respective Subsidiaries and production and cost estimates contained in each Reserve Report and in other information delivered in connection therewith are necessarily based upon professional opinions, estimates and projections and that no warranty is made with respect to such opinions, estimates and projections.

Section 7.12 Insurance. The Borrower and each other Obligor has, and has caused all of their respective Subsidiaries to have, (a) all insurance policies sufficient for the compliance by each of them with all material Governmental Requirements and all material agreements and (b) insurance coverage in at least amounts and against such risk (including, without limitation, public liability) that are usually insured against by companies similarly situated and engaged in the same or a similar business for the assets and operations of the Obligors or their respective Subsidiaries. The Administrative Agent and the Lenders have been named as additional insureds in respect of such liability insurance policies and the Administrative Agent has been named as loss payee with respect to property loss insurance.

Section 7.13 Restriction on Liens. Except as permitted by Section 9.14, neither the Obligors nor their respective Subsidiaries is a party to any material agreement or arrangement or is subject to any order, judgment, writ or decree, which either prohibits or purports to prohibit any of the Obligors or their respective Subsidiaries from granting Liens to the Administrative Agent and the Lenders on or in respect of their Properties to secure the Obligations.

Section 7.14 Subsidiaries. Except as set forth on Schedule 7.14 or as disclosed in writing to the Administrative Agent (which shall promptly furnish a copy to the Lenders), and which disclosure shall be a supplement to Schedule 7.14, none of the Obligors has any direct or indirect Subsidiaries. Neither the Borrower nor the Parent Guarantor has any direct or indirect Foreign Subsidiaries.

Section 7.15 Location of Business and Offices. The jurisdiction of organization; the correct legal name of each Obligor and its respective Subsidiaries as listed in the public records of its jurisdiction of organization; the organizational identification number of each Obligor and its respective Subsidiaries in its respective jurisdiction of organization; the federal tax identification number, if applicable, of each Obligor and its respective Subsidiaries; and the principal place of business and chief executive offices of each Obligor and its respective Subsidiaries set forth on Schedule 7.15 (or as set forth in a notice delivered pursuant to Section 8.01(k) and delivered in accordance with Section 12.01).

Section 7.16 Properties; Titles, Etc.

(a) Each of the Obligors and their respective Subsidiaries has good and defensible title to its Oil and Gas Properties evaluated in the most recently delivered Reserve Report (other than those disposed of in compliance with Section 9.11 since delivery of such Reserve Report and those title defects disclosed in writing to the Administrative Agent) and good title to all its personal Properties, in each case, free and clear of all Liens except Liens permitted by Section 9.03. After giving full effect to the Excepted Liens, an Obligor or one of their respective Subsidiaries specified as the owner owns the net interests in production attributable to the Hydrocarbon Interests as reflected in the most recently delivered Reserve Report, and the ownership of such Properties shall not in any material respect obligate the Obligors and their respective Subsidiaries to bear the costs and expenses relating to the maintenance, development and operations of each such Property in an amount in excess of the working interest of each Property set forth in the most recently delivered Reserve Report that is not offset by a corresponding proportionate increase in the Obligors' and their respective Subsidiaries' net revenue interest in such Property.

(b) All material leases and agreements necessary for the conduct of the business of the Obligors and their respective Subsidiaries are valid and subsisting, in full force and effect, except to the extent any failure to be valid and subsisting and in full force and effect could not reasonably be expected to have a Material Adverse Effect, and there exists no default or event or circumstance which with the giving of notice or the passage of time or both would give rise to a default under any such lease or agreement, which could reasonably be expected to have a Material Adverse Effect.

(c) The rights and Properties presently owned, leased or licensed by the Obligors and their respective Subsidiaries including, without limitation, all easements and rights of way, include all rights and Properties reasonably necessary to permit the Obligors and their respective Subsidiaries to conduct their business, except to the extent any failure to satisfy the foregoing could not reasonably be expected to have a Material Adverse Effect. No structure with two or more walls located on owned Real Estate is located in a special flood hazard zone, except as disclosed on Schedule 7.16 (or as set forth in a notice delivered in accordance with Section 12.01).

(d) All of the Properties of the Obligors and their respective Subsidiaries (other than the Oil and Gas Properties, which are addressed in Section 7.17) which are reasonably necessary for the operation of their businesses are in good working condition and are maintained in accordance with prudent business standards, except to the extent any failure to satisfy the foregoing could not reasonably be expected to have a Material Adverse Effect.

(e) The Obligors and their respective Subsidiaries owns, or is licensed to use, all trademarks, tradenames, copyrights, patents and other intellectual Property material to its business, and the use thereof by the Obligors and their respective Subsidiaries does not infringe upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Obligors and their respective Subsidiaries either own or have valid licenses or other rights to use all databases, geological data, geophysical data, engineering data, seismic data, maps,

interpretations and other technical information used in their businesses as presently conducted, subject to the limitations contained in the agreements governing the use of the same, which limitations are customary for companies engaged in the business of the exploration and production of Hydrocarbons, with such exceptions as could not reasonably be expected to have a Material Adverse Effect.

Section 7.17 Maintenance of Properties. Except for such acts or failures to act as could not be reasonably expected to have a Material Adverse Effect, the Oil and Gas Properties (and Properties unitized therewith) of the Obligors and their respective Subsidiaries have been maintained, operated and developed in a good and workmanlike manner and in conformity with all Governmental Requirements and in conformity with the provisions of all leases, subleases or other contracts comprising a part of the Hydrocarbon Interests and other contracts and agreements forming a part of the Oil and Gas Properties of the Obligors and their respective Subsidiaries. Specifically in connection with the foregoing, except as could not reasonably be expected to have a Material Adverse Effect, (a) no Oil and Gas Property of the Obligors and their respective Subsidiaries is subject to having allowable production reduced below the full and regular allowable production (including the maximum permissible tolerance) because of any overproduction (whether or not the same was permissible at the time) and (b) none of the wells comprising a part of the Oil and Gas Properties (or Properties unitized therewith) of the Obligors and their respective Subsidiaries is deviated from the vertical more than the maximum permitted by Governmental Requirements, and such wells are, in fact, bottomed under and are producing from, and the well bores are wholly within, such Oil and Gas Properties (or in the case of wells located on Properties unitized therewith, such unitized Properties). All pipelines, wells, gas processing plants, platforms and other material improvements, fixtures and equipment owned in whole or in part by the Obligors or their respective Subsidiaries that are necessary to conduct normal operations are being maintained in a state adequate to conduct normal operations, and with respect to such of the foregoing which are operated by the Obligors or their respective Subsidiaries, in a manner consistent with the Borrower's or its Subsidiaries' past practices (other than those the failure of which to maintain in accordance with this Section 7.17 could not reasonably be expected to have a Material Adverse Effect).

Section 7.18 Gas Imbalances, Prepayments. As of the date hereof, except as set forth on Schedule 7.18 or on the most recent Reserve Report Certificate, on a net basis there are no gas imbalances, take or pay or other prepayments which would require the Obligors or their respective Subsidiaries to deliver, in the aggregate, two percent (2%) or more of the monthly production from Hydrocarbons produced from the Oil and Gas Properties of the Obligors or their respective Subsidiaries at some future time without then or thereafter receiving full payment therefor.

Section 7.19 Marketing of Production. As of the date of delivery of each Reserve Report Certificate, except for contracts listed and in effect on the date hereof on Schedule 7.19, and thereafter either disclosed in writing to the Administrative Agent or included in the most recently delivered Reserve Report (with respect to all of which contracts each Obligor represents that it or its Subsidiaries are receiving a price for all production sold thereunder which is computed substantially in accordance with the terms of the relevant contract and are not having deliveries curtailed substantially below the subject Property's delivery capacity), no material agreements exist which are not cancelable on sixty (60) days notice or less without penalty or

detriment for the sale of production from the Obligors' or their respective Subsidiaries' Hydrocarbons (including, without limitation, calls on or other rights to purchase, production, whether or not the same are currently being exercised) that (a) pertain to the sale of production at a fixed price and (b) have a maturity or expiry date of more than six (6) months from the date of delivery of such Reserve Report Certificate.

Section 7.20 Swap Agreements. Schedule 7.20, as of the date hereof, and after the date hereof, each report required to be delivered by the Borrower pursuant to Section 8.01(d) (as of the relevant period end), sets forth, a true and complete list of all Swap Agreements of the Borrower and each of its Subsidiaries, the material terms thereof (including the type, term, effective date, termination date and notional amounts or volumes), the net marked-to-market value thereof, all credit support agreements relating thereto (including any margin required or supplied) and the counterparty to each such agreement.

Section 7.21 Use of Loans and Letters of Credit. The proceeds of the Loans and the Letters of Credit shall be used (a) to provide working capital, (b) to pay a portion of the Prepetition Claims in accordance with the Plan of Reorganization, (c) for the acquisition, exploration and development of Oil and Gas Properties permitted hereunder, (d) for the issuance of Letters of Credit, and (e) for other lawful general corporate purposes, including Restricted Payments permitted hereunder. The Obligors or their respective Subsidiaries are not engaged principally, or as one of its or their important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying margin stock (within the meaning of Regulation T, U or X of the Board). No part of the proceeds of any Loan or Letter of Credit will be used for the purchase of margin stock. After application of the proceeds of each Loan or Letter of Credit, not more than five percent (5%) of the value of the assets (either of the Borrower only or of the Obligors or their respective Subsidiaries on a consolidated basis) will be margin stock.

Section 7.22 Solvency. Immediately after giving effect to the Transactions and immediately prior to and after giving effect to each Borrowing and each issuance, amendment, renewal, or extension of a Letter of Credit, (i) the Borrower is Solvent and (ii) the Borrower and the other Obligors taken as a whole, are Solvent.

Section 7.23 Anti-Corruption. Neither the Obligors nor their respective Subsidiaries, nor any director, officer, agent, employee, or Affiliate of the Obligors or their respective Subsidiaries is in violation of or is aware of or has taken any action, directly or indirectly, that would result in a violation by such Persons of any applicable Anti-Corruption Laws, including without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

Section 7.24 AML and Sanctions. Neither any of the Obligors nor any of their respective Subsidiaries, nor any director, officer, agent, employee, or Affiliate of the Obligors or their respective Subsidiaries is (i) a Sanctioned Person or (ii) in violation of any AML Laws or Sanctions. The Borrower will not directly or indirectly use the proceeds from the Loans or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person, in a manner that will cause a violation of AML Laws, Anti-Corruption Laws or applicable Sanctions by any Person participating in the transactions contemplated by this Agreement, whether as lender, issuing bank, borrower, guarantor, agent, or otherwise. The Borrower represents that neither it nor any of the other Obligors nor any of their respective Subsidiaries or Affiliates has engaged in or intends to engage in any dealings or transactions with, or for the benefit of, any Sanctioned Person or with or in any Sanctioned Country. No Borrowing or Letter of Credit relates, directly or indirectly, to any activities or business of or with a Sanctioned Person or with or in a Sanctioned Country; and, the Obligors and their respective Subsidiaries and each of their Affiliates have conducted their business in material compliance with all applicable Anti-Corruption Laws.

Section 7.25 Deposit and Securities Accounts. Set forth on Schedule 7.25 (as may be amended from time to time pursuant to Section 8.01(p) or Section 8.19) is a true and complete list of all deposit accounts and securities accounts maintained by the Borrower or any other Obligor or any of their respective Subsidiaries, including all Controlled Proceeds Accounts and all Excluded Accounts.

Section 7.26 Ratification of Prepetition Mortgages. Borrower has legally and validly incurred the Debt and other Obligations pursuant to this Agreement and the other Loan Documents and each of the other Obligors has determined that it will benefit from the incurrence of such Debt and other Obligations and has therefore legally and validly guaranteed such Debt and Obligations on a joint and several basis, and hereby agrees and acknowledges that each of the Prepetition Mortgages is hereby ratified and affirmed as a continuing obligation of each Obligor party thereto pursuant to the Plan of Reorganization and pursuant to such Plan of Reorganization is deemed amended to secure the Debt and Obligations hereunder and authorizes the Administrative Agent to file a copy of the order of the Bankruptcy Court, or an abstract thereof authorized by the Bankruptcy Court in each applicable jurisdiction of the Prepetition Mortgages as proof thereof. Each of the Prepetition Mortgages, the property description and jurisdiction and filing office are accurately set forth on Annex V.

ARTICLE VIII
Affirmative Covenants

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents have been paid in full (other than indemnities and other contingent obligations not then due and payable and as to which no claim has been made as of the time of determination) and all Letters of Credit shall have expired, terminated or have been cash collateralized (or as to which other arrangements satisfactory to the Administrative Agent and the Issuing Bank shall have been made) and all LC Disbursements shall have been reimbursed, each of the Obligors covenants and agrees with the Lenders, and covenants and agrees with the Lenders to cause their respective Subsidiaries, that:

Section 8.01 Financial Statements; Other Information. The Borrower will furnish to the Administrative Agent and each Lender:

(a) Annual Financial Statements; Fresh Start Accounting. As soon as available, but in any event not later than ninety (90) days after (i) the Effective Date (but not earlier than May 31, 2017), the fresh start accounting balance sheet of the Obligors as at the Effective Date, and (ii) the end of each fiscal year of the Borrower (commencing with the year ending December 31, 2016, provided such Financial Statements shall be as Linn Energy LLC) Holdings' and its Consolidated Subsidiaries audited consolidated balance sheet and related statements of operations, members' equity and cash flows as of the end of and for such year, setting forth in each case with respect to this clause (ii) in comparative form the figures for the previous fiscal year (which may be compared against the financial statements of LINN Energy, LLC to the extent applicable) to the extent required pursuant to applicable SEC regulations, all reported on by KPMG, LLP or other independent public accountants of recognized national standing, without a "going concern" or like qualification, emphasis on the matter or exception (except to the extent such "going concern" qualification is solely attributable to the Maturity Date occurring within the next twelve months) and without any qualification or exception as to the scope of such audit to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of Holdings and its Consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied; provided, however, it is agreed and understood that in the case of fiscal year ended December 31, 2016, the financial statements and the report described herein shall be in respect of LINN Energy, LLC and its Consolidated Subsidiaries as of such date.

(b) Quarterly Financial Statements. As soon as available, but in any event not later than forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower, Holdings and its Consolidated Subsidiaries consolidated balance sheet and related statements of operations, members' equity and cash flows as of the end of and for such quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year (which may be compared against the financial statements of LINN Energy, LLC to the extent applicable) to the extent required pursuant to applicable SEC regulations, all certified by a Financial Officer as presenting fairly in all material respects the financial position and results of operations of Holdings and its Consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes; provided that for the first fiscal quarter immediately following the Effective Date, the Borrower shall furnish the items required under this Section 8.01(b) not later than sixty (60) days after the end of such fiscal quarter.

(c) Certificate of Financial Officer — Compliance. Concurrently with any delivery of financial statements under Section 8.01(a)(ii) or Section 8.01(b), a certificate of a Financial Officer of the Borrower and the Parent Guarantor in substantially the form of Exhibit B hereto (i) certifying as to whether a Default has occurred and is continuing as of the date of such certificate and, if a Default has occurred and is continuing, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations demonstrating compliance with Section 9.01 and (iii) stating whether any change in GAAP or in the application thereof has occurred since the Effective Date which materially changes the calculation of any covenant or affects compliance with the terms of this Agreement and, if applicable, specifying the effect of such change on the financial statements accompanying such certificate.

(d) Swap Agreements. Concurrently with any delivery of financial statements under Section 8.01(a)(ii) and Section 8.01(b), a true and complete list of all Swap Agreements, as of the last Business Day of such fiscal quarter or fiscal year, of the Obligors and each of their respective Subsidiaries, the material terms thereof (including the type, term, effective date, termination date and notional amounts or volumes), the net mark-to-market value therefore, any new credit support agreements relating thereto not listed on Schedule 7.20, any margin required or supplied under any credit support document, and the counterparty to each such agreement and a confidential report reflecting its projected production for each calendar year for which it has established hedge positions under Section 9.16(a)(i); provided that the Borrower shall not be required to provide any mark-to-market value for any emission credit Swap Agreements, but the Borrower shall provide the aggregate amount owing by the Obligors and their respective Subsidiaries under such emission credit Swap Agreements as of such date.

(e) Certificate of Insurer – Insurance Coverage. Concurrently with the renewal of each insurance policy maintained by the Obligors and their respective Subsidiaries required by Section 8.06, an ACORD evidence of insurance certificate of such insurance coverage from the insurer providing such insurance in form and substance satisfactory to the Administrative Agent, and, if requested by the Administrative Agent or any Lender, copies of all of the applicable policies.

(f) SEC and Other Filings. To the extent applicable, promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Obligors and their respective Subsidiaries with the SEC, or with any national securities exchange; provided, however, that the Borrower shall be deemed to have furnished the information required by this Section 8.01(f) if it shall have timely made the same available on "EDGAR" and/or on its home page on the worldwide web (at the date of this Agreement located at http://www.linnenergy.com); provided further, however, that if any Lender is unable to access EDGAR or the Borrower's home page on the worldwide web, the Borrower agrees to provide such Lender with paper copies of the information required to be furnished pursuant to this Section 8.01(f) promptly following notice from the Administrative Agent that such Lender has requested the same. Information required to be delivered pursuant to this Section 8.01(f) shall be deemed to have been delivered on the date on which the Borrower provides notice to the Administrative Agent that such information has been posted on "EDGAR" or the Borrower's website or another website identified in such notice and accessible by the Administrative Agent without charge (and the Borrower hereby agrees to provide such notice).

(g) Notices Under Material Instruments. Promptly after receipt, a copy of any notice of default received from any holder or holders of any Material Debt (other than the Obligations) or any trustee or agent on its or their behalf, to the extent such notice has not otherwise been delivered to the Administrative Agent hereunder.

(h) Lists of Purchasers. Concurrently with the delivery of each December 31 Reserve Report to the Administrative Agent pursuant to Section 8.11(a), a list of Persons purchasing Hydrocarbons from the Obligors and their respective Subsidiaries reasonably expected to account for at least eighty percent (80%) of the revenues resulting from the sale of Hydrocarbons produced from the Mortgaged Properties in the quarter following the "as of" date of such Reserve Report.

(i) Notice of Sales of Oil and Gas Properties. In the event the Obligors or their respective Subsidiaries intends to sell, transfer, assign or otherwise dispose of any Oil or Gas Properties of any of the Obligors or their respective Subsidiaries included in the most recently delivered Reserve Report (or any Equity Interests in any Subsidiary owning interests in such Oil and Gas Properties) as permitted under Section 9.11(b)(iv) during any period between two successive Scheduled Redetermination Dates having a fair market value, individually or in the aggregate, in excess of the lesser of (i) $25,000,000 and (ii) five percent (5%) of (A) during the Non-Conforming Period, the Conforming Borrowing Base, and (B) after the Non-Conforming Period Termination Date, the Borrowing Base, prior written notice of such disposition, the price thereof, the anticipated date of closing, and any other details thereof reasonably requested by the Administrative Agent or any Lender.

(j) Notice of Casualty Events. Prompt written notice, and in any event within three Business Days (or such later date as the Administrative Agent may agree to in its sole discretion), of the occurrence of any Casualty Event in excess of $5,000,000 or the commencement of any action or proceeding that could reasonably be expected to result in a Casualty Event in excess of $10,000,000.

(k) Information Regarding Parent Guarantor, Borrower and Other Obligors. Prompt written notice of (and in any event within ten (10) days after) any change (i) in the Parent Guarantor, Borrower's or any Subsidiary's corporate name or in any trade name used to identify such Person in the conduct of its business or in the ownership of its Properties, (ii) in the location of the Parent Guarantor's, Borrower's or any Subsidiary's chief executive office or principal place of business, (iii) in the Parent Guarantor's, Borrower or any Subsidiary's identity or corporate structure, (iv) in the Parent Guarantor's, Borrower's or any Subsidiary's jurisdiction of organization or such Person's organizational identification number in such jurisdiction of organization, and (v) in the Parent Guarantor's, Borrower's or any Subsidiary's federal taxpayer identification number, if any.

(l) Production Report and Lease Operating Statements. Within forty-five (45) days after the end of each fiscal quarter, a report setting forth, for each calendar month during the then-current fiscal year to date, the volume of production and sales attributable to production (and the prices at which such sales were made and the revenues derived from such sales) for each such calendar month from the Oil and Gas Properties of the Obligors and their respective Subsidiaries, and setting forth the related ad valorem, severance and production taxes and lease operating expenses attributable thereto and incurred for each such calendar month.

(m) Notices of Certain Changes. Promptly, but in any event within five (5) Business Days after the execution thereof, copies of any amendment, modification or supplement to the certificate or articles of incorporation, by-laws, any preferred stock designation or any other organic document of the Obligors or their respective Subsidiaries which materially impacts this Agreement or any other Loan Document.

(n) EDGAR Postings. In lieu of delivery of paper counterparts of financial statements or other information required to be delivered to the Administrative Agent and each Lender pursuant to this Section 8.01, to the extent such financial statements or other information has been published on EDGAR, Borrower may send to the Administrative Agent and each Lender notice that such financial statements or other information is available on EDGAR and delivery of such notice shall satisfy the Borrower's requirements under this Section 8.01 to deliver to the Administrative Agent and each Lender paper counterparts of such financial statements and other information.

(o) Annual Budgets. Within 45 (forty-five) days after the end of each fiscal year of the Borrower (beginning with the date that falls forty-five (45) days after the end of fiscal year ending December 31, 2017), a detailed quarterly business plan and budget, reasonably satisfactory to the Administrative Agent, for the following two (2) fiscal years of the Borrower and its Consolidated Subsidiaries on a consolidated basis, including forecasts prepared by management of the Borrower.

(p) Concurrently with delivery of Financial Statements under Section 8.01(a)(ii), an updated Schedule 7.25.

(q) Other Requested Information. Promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of the Obligors or their respective Subsidiaries (including, without limitation, any Plan and any reports or other information required to be filed under ERISA), or compliance with the terms of this Agreement or any other Loan Document, as the Administrative Agent or any Lender may reasonably request.

Section 8.02 Notices of Material Events. The Borrower will furnish to the Administrative Agent and each Lender, promptly after the Borrower obtains knowledge thereof, written notice of the following:

(a) the occurrence of any Default and Event of Default;

(b) (i) the filing or commencement of, or the threat in writing of, any action, suit, proceeding, investigation or arbitration by or before any arbitrator or Governmental Authority against the Borrower or any Subsidiary not previously disclosed in writing to the Administrative Agent as to which there is a reasonable possibility of an adverse determination that, if adversely determined, could reasonably be expected to result in a Material Adverse Effect and (ii) any material adverse development in any action, suit, proceeding, investigation or arbitration by or before any arbitrator or Governmental Authority against the Borrower or any Subsidiary (whether or not previously disclosed to the Lenders) that, in the case of either (i) or (ii) above, if adversely determined, could reasonably be expected to result in liability in excess of $20,000,000;

(c) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in liability of the Obligors or their respective Subsidiaries in an aggregate amount exceeding $1,000,000; and

(d) any other development that has had or could reasonably be expected to result in a Material Adverse Effect.

Each notice delivered under this Section 8.02 shall be accompanied by a statement of a Responsible Officer setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 8.03 Existence; Conduct of Business. The Borrower will, and will cause each of its Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises material to the conduct of its business and maintain, if necessary, its qualification to do business in each other jurisdiction in which any of its Oil and Gas Properties is located or the ownership of its Properties requires such qualification, except where the failure to so satisfy the foregoing requirements could not reasonably be expected to have a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 9.10 or any transaction permitted under Section 9.11.

Section 8.04 Payment of Taxes. The Obligors will, and will cause each of their Subsidiaries to, pay or discharge their Tax liabilities before the same shall become delinquent except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, and the Obligor or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP or (b) the failure to pay or discharge the same could not reasonably be expected to result in a Material Adverse Effect.

Section 8.05 Operation and Maintenance of Properties. The Borrower will, and will cause each of its Subsidiaries to:

(a) operate its Oil and Gas Properties and other material Properties or cause such Oil and Gas Properties and other material Properties to be operated in a careful and efficient manner in accordance with the practices of the industry and in compliance with all applicable contracts and agreements and in compliance with all Governmental Requirements, including, without limitation, applicable proration requirements and Environmental Laws, and all applicable laws, rules and regulations of every other Governmental Authority from time to time constituted to regulate the development and operation of its Oil and Gas Properties and the production and sale of Hydrocarbons and other minerals therefrom, except, in each case, where the failure to comply could not reasonably be expected to have a Material Adverse Effect.

(b) except to the extent disposed of pursuant to a transaction permitted by this Agreement, keep and maintain all Property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted.

(c) promptly pay and discharge, or make reasonable and customary efforts to cause to be paid and discharged, all delay rentals, royalties, expenses and Obligations accruing under the leases or other agreements affecting or pertaining to its material Oil and Gas Properties and will do all other things necessary to keep unimpaired their rights with respect thereto and prevent any forfeiture thereof or default thereunder except, in each case, where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(d) promptly perform or make reasonable and customary efforts to cause to be performed, in accordance with industry standards and in all material respects, the obligations required by each and all of the assignments, deeds, leases, sub-leases, contracts and agreements affecting its interests in its Oil and Gas Properties and other Properties except, in each case, where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(e) to the extent neither the Borrower nor one of its Subsidiaries is the operator of any of its Oil and Gas Property, the Borrower shall use reasonable efforts to cause the operator to comply with this Section 8.05.

Section 8.06 Insurance. The Borrower and each other Obligor will, and will cause each of their respective Subsidiaries to, maintain, with financially sound and reputable insurance companies, insurance reasonably satisfactory to the Administrative Agent and in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations. The Borrower and each Obligor shall at all times maintain flood insurance satisfactory to the Lenders with respect to all Mortgaged Property having a structure with two or more walls that is located in a special flood hazard zone from such providers, on such terms and in such amounts as required by the Flood Disaster Protection Act. The loss payable clauses or provisions in said insurance policy or policies insuring any of the collateral for the Loans shall be endorsed in favor of and made payable to the Administrative Agent as its interests may appear and such policies shall name or otherwise include the Administrative Agent as "additional insureds" and provide that the insurer will endeavor to give at least thirty (30) days prior notice of any cancellation thereof to the Administrative Agent (or ten (10) days prior notice of any cancelation on account of non-payment).

Section 8.07 Books and Records; Inspection Rights. The Borrower and each other Obligor will, and will cause each of their respective Subsidiaries to, keep proper books of record and account in accordance with GAAP. The Borrower and each other Obligor will, and will cause each of its Subsidiaries to, permit any representatives designated by the Administrative Agent or any Lender, upon reasonable prior notice, to visit and inspect its Properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested.

Section 8.08 Compliance with Laws. The Borrower and each other Obligor will, and will cause each of its Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to them or their Property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 8.09 Environmental Matters.

(a) The Borrower and each other Obligor and each of their Subsidiaries shall at its sole expense (including such contribution from third parties as may be available): (i) comply, and shall cause its Properties and operations and each Subsidiary and each Subsidiary's Properties and operations to comply, with all applicable Environmental Laws, the breach of which could be reasonably expected to have a Material Adverse Effect; (ii) not dispose of or otherwise release, and shall cause each Subsidiary not to dispose of or otherwise release, any oil, oil and gas waste, hazardous substance, or solid waste on, under, about or from any of the Borrower's or its Subsidiaries' Properties or any other Property to the extent caused by the Borrower's or any of its Subsidiaries' operations except in compliance with applicable Environmental Laws, the disposal or release of which could reasonably be expected to have a Material Adverse Effect; (iii) timely obtain or file, and shall cause each Subsidiary to timely obtain or file, all notices, permits, licenses, exemptions, approvals, registrations or other authorizations, if any, required under applicable Environmental Laws to be obtained or filed in connection with the operation or use of the Borrower's, any other Obligors', or their respective Subsidiaries' Properties, which failure to obtain or file could reasonably be expected to have a Material Adverse Effect; (iv) promptly commence and diligently prosecute to completion, and shall cause each Subsidiary to promptly commence and diligently prosecute to completion, any assessment, evaluation, investigation, monitoring, containment, cleanup, removal, repair, restoration, remediation or other remedial obligations (collectively, the "Remedial Work") in the event any Remedial Work is required or reasonably necessary under applicable Environmental Laws because of or in connection with the actual or suspected past, present or future disposal or other release of any oil, oil and gas waste, hazardous substance or solid waste on, under, about or from any of the Borrower's, any other Obligors', or their respective Subsidiaries' Properties, which failure to commence and diligently prosecute to completion could reasonably be expected to have a Material Adverse Effect; and (v) establish and implement, and shall cause each Subsidiary to establish and implement, such reasonable policies of environmental audit and compliance as may be reasonably necessary to continuously determine and assure that the Borrower's, any other Obligors', or their respective Subsidiaries' obligations under this Section 8.09(a) are timely and fully satisfied, which failure to establish and implement could reasonably be expected to have a Material Adverse Effect.

(b) Each Obligor will promptly, but in any event within five (5) Business Days thereof, notify the Administrative Agent and the Lenders in writing of any threatened action, investigation or inquiry by any Governmental Authority or any threatened demand or lawsuit by any landowner or other third party against the Borrower, any other Obligor or their respective Subsidiaries or their Properties of which the Borrower or any other Obligor has knowledge in connection with any Environmental Laws (excluding routine testing and corrective action) if the Borrower reasonably anticipates that such action will result in liability (whether individually or in the aggregate) in excess of $10,000,000, not fully covered by insurance, subject to normal deductibles.

(c) The Obligors will, and will cause each Subsidiary to, provide such environmental audits, studies and tests as may be reasonably requested by the Administrative Agent and the Lenders and no more than once per year in the absence of any Event of Default (or as otherwise reasonably required to be obtained by the Administrative Agent or the Lenders by any Governmental Authority), in connection with any future acquisitions of material Oil and Gas Properties or other material Properties.

Section 8.10 Further Assurances.

(a) The Borrower and each other Obligor at its sole expense will, and will cause each of its Subsidiaries to, promptly execute and deliver to the Administrative Agent all such other documents, agreements and instruments reasonably requested by the Administrative Agent to comply with, cure any defects (in regards to errors and mistakes), or accomplish the conditions precedent, covenants and agreements of the Obligors or their respective Subsidiaries, as the case may be, in the Loan Documents, including the Notes, or to further evidence and more fully describe the collateral intended as security for the Obligations, or to correct any mistakes in this Agreement or the Security Instruments or to perfect, protect or preserve any Liens created pursuant to this Agreement or any of the Security Instruments or the priority thereof, or to make any recordings, file any notices or obtain any consents, all as may be reasonably necessary or appropriate in connection therewith.

(b) The Borrower and each other Obligor hereby authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto, including without limitation, copies of the order of the Bankruptcy Court or abstracts thereof confirming the Plan of Reorganization authorizing the continuation of the Prepetition Mortgages, relative to all or any part of the Mortgaged Property without the signature of the Borrower or any other Obligor where permitted by law. A carbon, photographic or other reproduction of the Security Instruments or any financing statement covering the Mortgaged Property or any part thereof shall be sufficient as a financing statement where permitted by law. The Administrative Agent will promptly send the Borrower any financing or continuation statements it files without the signature of the Borrower or any other Obligor and the Administrative Agent will promptly send the Borrower the filing or recordation information with respect thereto.

(c) Neither the Borrower nor any other Obligor will, nor will it permit any Subsidiary to, grant a Lien on any Property to secure Funded Debt without (i) except as otherwise expressly permitted by Section 9.03, the written consent of the Majority Lenders, (ii) an intercreditor and subordination agreement reasonably satisfactory to the Administrative Agent, and (iii) to the extent such consent is granted, but a Lien has not already been granted to the Administrative Agent, cause such Subsidiary to grant to the Administrative Agent to secure the Obligations a first-priority, perfected Lien on the same Property pursuant to Security Instruments in form and substance reasonably satisfactory to the Administrative Agent (subject only to Liens permitted under Section 9.03(c), to the extent the Liens on such Property securing the Obligations have priority over the Liens securing the Funded Debt). In connection therewith, the Borrower and the other Obligors shall, or shall cause their respective Subsidiaries to, execute and deliver such other additional closing documents, certificates and legal opinions as shall reasonably be requested by the Administrative Agent.

Section 8.11 Reserve Reports.

(a) On or before March 1st and September 1st of each year, commencing September 1, 2017, the Borrower shall furnish to the Administrative Agent and the Lenders a Reserve Report as of the immediately preceding December 31 or June 30, as applicable. The Reserve Report as of December 31 of each year shall be prepared by one or more non-Affiliate

third party petroleum engineers reasonably acceptable to the Administrative Agent and the June 30 Reserve Report of each year shall be prepared by or under the supervision of the chief engineer of the Borrower who shall certify such Reserve Report to be true and accurate in all material respects and shall have been prepared, except as otherwise specified therein, in accordance with the procedures used in the immediately preceding December 31 Reserve Report.

(b) In the event of an Interim Redetermination, the Borrower shall furnish to the Administrative Agent and the Lenders a Reserve Report prepared by or under the supervision of the chief engineer of the Borrower who shall certify such Reserve Report to be true and accurate in all material respects and to have been prepared, except as otherwise specified therein, in accordance with the procedures used in the immediately preceding December 31 Reserve Report. For any Interim Redetermination requested by the Administrative Agent or the Borrower pursuant to Section 2.07(b), the Borrower shall provide such Reserve Report with an "as of" date as required by the Administrative Agent as soon as possible, but in any event no later than thirty (30) days following the receipt of such request.

(c) With the delivery of each Reserve Report, the Borrower shall provide to the Administrative Agent and the Lenders a certificate from a Responsible Officer, in substantially the form of Exhibit G hereto (the "Reserve Report Certificate"), certifying that in all material respects: (i) the information provided by the Borrower in connection with the preparation of such Reserve Report and any other information delivered in connection therewith by the Borrower is true and correct, and any projections based upon such information have been prepared in good faith based upon assumptions believed by the Borrower to be reasonable, subject to uncertainties inherent in all projections, (ii) the Borrower or its Subsidiaries owns good and defensible title to the Oil and Gas Properties of the Obligors or their respective Subsidiaries evaluated in such Reserve Report and such Properties are free of all Liens except for Liens permitted by Section 9.03, (iii) except as set forth on an exhibit to the certificate, on a net basis there are no gas imbalances, take or pay or other prepayments in excess of the volume specified in Section 7.18 with respect to the Oil and Gas Properties of the Obligors or their respective Subsidiaries evaluated in such Reserve Report that would require the Obligors or their respective Subsidiaries to deliver Hydrocarbons either generally or produced from such Oil and Gas Properties at some future time without then or thereafter receiving full payment therefor, (iv) none of the Oil and Gas Properties of the Borrower or its Subsidiaries evaluated in the immediately preceding Reserve Report have been sold since the date of the last Borrowing Base redetermination except as set forth on an exhibit to the certificate, which certificate shall list all of the Oil and Gas Properties of the Obligors or their respective Subsidiaries sold and in such detail as reasonably required by the Administrative Agent, (v) attached to the certificate is a list of all marketing agreements entered into subsequent to the later of the date hereof or the most recently delivered Reserve Report that the Borrower could reasonably be expected to have been obligated to list on Schedule 7.19 had such agreement been in effect on the date hereof and (vi) attached thereto is a schedule of the Oil and Gas Properties evaluated by such Reserve Report that are Mortgaged Properties and demonstrating the percentage of the total value of the Oil and Gas Properties evaluated by such Reserve Report that such Mortgaged Properties represent compliance with Section 8.13(a).

Section 8.12 Title Information.

(a) On or before the delivery to the Administrative Agent and the Lenders of each Reserve Report required by Section 8.11, to the extent requested by the Administrative Agent, the Borrower will deliver title information in form and substance reasonably acceptable to the Administrative Agent covering enough of the Oil and Gas Properties of the Obligors or their respective Subsidiaries evaluated by such Reserve Report that were not included in the immediately preceding Reserve Report, so that the Administrative Agent shall have received together with title information previously delivered to the Administrative Agent, reasonably satisfactory title information on such portion of Oil and Gas Properties of the Obligors or their respective Subsidiaries evaluated by such Reserve Report, not to exceed eighty-five percent (85%) of the total value thereof, as may be reasonably requested by the Administrative Agent.

(b) If the Borrower has provided title information for additional Properties under Section 8.12(a), the Borrower shall, within 60 days of notice from the Administrative Agent that title defects or exceptions exist with respect to such additional Properties, either (i) cure any such title defects or exceptions (including defects or exceptions as to priority) which are not permitted by Section 9.03, (ii) substitute acceptable Mortgaged Properties with no title defects or exceptions (other than Liens which are permitted by Section 9.03) having an equivalent value or (iii) deliver title information in form and substance reasonably acceptable to the Administrative Agent so that the Administrative Agent shall have received, together with title information previously delivered to the Administrative Agent, reasonably satisfactory title information on such portion of Oil and Gas Properties of the Obligors or their respective Subsidiaries evaluated by such Reserve Report, not to exceed eighty-five percent (85%) of the total value thereof, as may be reasonably requested by the Administrative Agent.

(c) If the Borrower is unable to cure any title defect requested by the Administrative Agent or the Lenders to be cured within the 60-day period or the Borrower does not comply with the requirements to provide acceptable title information as required by Section 8.12(a) and Section 8.12(b), such default shall not be a Default, but instead the Administrative Agent and/or the Majority Lenders shall have the right to exercise the following remedy in their sole discretion from time to time, and any failure to so exercise this remedy at any time shall not be a waiver as to future exercise of the remedy by the Administrative Agent or the Lenders. To the extent that the Administrative Agent or the Majority Lenders are not reasonably satisfied with title to any Mortgaged Property after the 60-day period has elapsed, such unacceptable Mortgaged Property shall not count towards the requirements of Section 8.12(a) and Section 8.12(b), and the Administrative Agent may send a notice to the Borrower and the Lenders that the then outstanding Borrowing Base and Conforming Borrowing Base shall be reduced by an amount as determined by the Majority Lenders to cause the Borrower to be in compliance with the requirement to provide acceptable title information pursuant to Section 8.12(a) and Section 8.12(b) (and, during the Non-Conforming Period, the Non-Conforming Borrowing Base shall be adjusted accordingly). Such new Borrowing Base, Conforming Borrowing Base and, during the Non-Conforming Period, Non-Conforming Borrowing Base shall become effective immediately after receipt of such notice.

Section 8.13 Additional Collateral; Additional Guarantors.

(a) In connection with each redetermination of the Borrowing Base pursuant to Sections 2.07(b)(i) and Section 2.07(b)(iii), the Borrower shall review the Reserve Report and the list of current Mortgaged Properties (as described in Section 8.11(c)(vi)) to ascertain whether the Mortgaged Properties represent at least 95% of the total value of the Proved Reserves of the Oil and Gas Properties of the Obligors or their respective Subsidiaries evaluated in the most recently completed Reserve Report, after giving effect to exploration and production activities, acquisitions, dispositions and production. In the event that the Mortgaged Properties represent less than ninety-five percent (95%) of the total value of the Proved Reserves of the Oil and Gas Properties of the Obligors or their respective Subsidiaries evaluated in the most recently completed Reserve Report delivered to the Administrative Agent, then the Borrower shall, and shall cause each other Obligor to, grant, within sixty (60) days of the delivery of the certificate contemplated by Section 8.11(c), to the Administrative Agent or its designee as security for the Obligations a first-priority Lien interest (subject to Liens permitted by Section 9.03 which may attach to Mortgaged Property) on additional Oil and Gas Properties of the Obligors or their respective Subsidiaries not already subject to a Lien of the Security Instruments such that after giving effect thereto, the value of the Mortgaged Properties is equal to or greater than ninety-five percent (95%) of the total value of the Proved Reserves of the Oil and Gas Properties of the Obligors or their respective Subsidiaries evaluated in such Reserve Report. All such Liens will be created and perfected by and in accordance with the provisions of deeds of trust, Security Agreement, Pledge Agreement and financing statements or other Security Instruments, all in form and substance reasonably satisfactory to the Administrative Agent or its designee and in sufficient executed (and acknowledged where necessary or appropriate) counterparts for recording purposes. If any Mortgaged Property includes a structure with two or more walls that is located in a special flood hazard zone, the Obligors shall deliver evidence that the flood insurance requirements have been satisfied to the Administrative Agent contemporaneously with delivery of the Security Instruments, and the Administrative Agent shall be satisfied that flood insurance requirements have been satisfied. In order to comply with the foregoing, if any Subsidiary places a Lien on its Oil and Gas Properties and such Subsidiary is not a Guarantor, then it shall become a Guarantor and comply with Section 8.13(b).

(b) The Borrower shall promptly cause each Subsidiary to become a Subsidiary Guarantor and guarantee the Obligations pursuant to the Guaranty Agreement. In connection with any such guaranty, the Borrower shall, or shall cause such Subsidiary to, (A) execute and deliver a joinder and supplement to the Guaranty Agreement, Security Agreement and Pledge Agreement executed by such Subsidiary, (B) pledge all of the Equity Interests of such Subsidiary (including, without limitation, delivery of original stock certificates evidencing the Equity Interests of such Subsidiary, together with an appropriate undated stock powers for each certificate duly executed in blank by the registered owner thereof) and (C) execute and deliver such other additional closing documents, certificates and legal opinions as shall reasonably be requested by the Administrative Agent or its designee.

Section 8.14 ERISA Compliance. The Borrower will promptly furnish, and will cause its Subsidiaries and any ERISA Affiliate to promptly furnish, to the Administrative Agent (a) immediately upon becoming aware of the occurrence of any ERISA Event, a written notice signed by the President or the principal Financial Officer of the Borrower, its Subsidiaries or the ERISA Affiliate, as the case may be, specifying the nature thereof, what action the Borrower, its Subsidiaries or the ERISA Affiliate is taking or proposes to take with respect thereto, and, if then known, any action taken or proposed by the Internal Revenue Service, the Department of Labor or the PBGC with respect thereto, and (b) immediately upon receipt thereof, copies of any notice of the PBGC's intention to terminate or to have a trustee appointed to administer any Plan.

Section 8.15 Marketing Activities. With respect to marketing activities for Hydrocarbons, the Borrower and its Subsidiaries will only enter into: (a) contracts for the sale of Hydrocarbons scheduled or reasonably estimated to be produced from their proved Oil and Gas Properties during the period of such contract, (b) contracts for the sale of Hydrocarbons scheduled or reasonably estimated to be produced from proved Oil and Gas Properties of third parties during the period of such contract associated with the Oil and Gas Properties of the Obligors or their respective Subsidiaries that the Borrower or one of its Subsidiaries has the right to market pursuant to joint operating agreements, unitization agreements or other similar contracts that are usual and customary in the oil and gas business and (c) other contracts for the purchase and/or sale of Hydrocarbons of third parties (i) which have generally offsetting provisions (i.e., corresponding pricing mechanics, delivery dates and points and volumes) such that no "position" is taken and (ii) for which appropriate credit support has been taken to alleviate the material credit risks of the counterparty thereto.

Section 8.16 Swap Agreements. Not later than one-hundred twenty (120) days after the Effective Date (or such later date as agreed to in writing by the Majority Lenders), the Borrower shall, itself or together with one or more of its Subsidiaries, enter into one or more Swap Agreements in respect of commodities with one or more Approved Counterparties that are Lenders or Affiliates of Lenders, and the notional volumes of which shall be not less than the following, for each of crude oil and natural gas, calculated separately: (a) for each month during calendar year 2017, 220,000,000 cubic feet per day for natural gas and 11,200 barrels per day for oil, (b) for each month during calendar year 2018, 131,000,000 cubic feet per day for natural gas and 6,500 barrels per day for oil and (c) for each month during calendar year 2019, 90,000,000 cubic feet per day for natural gas and 4,400 barrels per day for oil. For the avoidance of doubt, the foregoing covenant shall be a one-time covenant and shall not be an ongoing requirement of the business; provided, however, that the Swap Agreements entered into shall be maintained for the three year period specified subject to roll-off and termination of such Swap Agreements in connection with dispositions of Oil and Gas Properties (as long as the minimum percentages set forth above are maintained after giving pro forma effect to such dispositions).

Section 8.17 [Reserved].

Section 8.18 [Reserved].

Section 8.19 Deposit and Securities Accounts. The Borrower and the other Obligors shall, and shall cause their respective Subsidiaries to, maintain all of their deposit and securities accounts (other than Excluded Accounts) with the Administrative Agent or with an institution that has entered into a control agreement with the Administrative Agent and the Borrower, other Obligor or their respective Subsidiaries, as applicable, in form and substance satisfactory to the Administrative Agent, granting control of such account to the Administrative Agent. The Borrower shall, and shall cause its Subsidiaries to, (a) provide the Administrative Agent with written notice upon establishing any deposit or securities account and, shall amend and deliver to Administrative Agent Schedule 7.25 to reflect the same, and (b) take all actions necessary to establish the Administrative Agent's control of each such account (other than Excluded

Accounts). The Obligors and their respective Subsidiaries shall be the only account holders of each deposit or securities account and shall not allow any other Person (other than the Administrative Agent) to have control over any deposit or securities account or any Property deposited therein. When all of the General Unsecured Claims have been paid or settled, the General Unsecured Claims Account shall be either closed and any remaining proceeds deposited in a Controlled Proceeds Account, or the General Unsecured Claims Account shall cease to be an Excluded Account and become a Controlled Proceeds Account. When all of the professional fees have been paid in accordance with the Plan of Reorganization, the Professional Fee Escrow Account shall be either closed and any remaining proceeds deposited in a Controlled Proceeds Account, or the Professional Fee Escrow Account shall cease to be an Excluded Account and become a Controlled Proceeds Account.

ARTICLE IX
Negative Covenants

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents have been paid in full (other than indemnities and other contingent obligations not then due and payable and as to which no claim has been made as of the time of determination) and all Letters of Credit shall have expired, terminated or have been cash collateralized (or as to which other arrangements satisfactory to the Administrative Agent and the Issuing Bank shall have been made) and all LC Disbursements shall have been reimbursed, each of the Obligors covenants and agrees with the Lenders that, and covenants and agrees to cause their respective Subsidiaries that:

Section 9.01 Financial Covenants.

(a) Reserve Coverage Ratio. The Obligors will not permit, as of each Scheduled Redetermination Date commencing with the First Scheduled Redetermination Date, and each Property Sale Redetermination Date, the Reserve Coverage Ratio for the Parent Guarantor and its Consolidated Subsidiaries to be less than 1.10 to 1.00.

(b) Maximum Leverage Ratio. Beginning with fiscal quarter ending March 31, 2018, the Obligors will not permit the Leverage Ratio as at the last date of any fiscal quarter for the trailing twelve month period then ended to exceed:

Period	Leverage Ratio
March 31, 2018 - December 31, 2018	6.75x
March 31, 2019 - March 31, 2020	6.5x
June 30, 2020 - thereafter	4.5x

Section 9.02 Debt. Neither the Borrower nor other Obligor nor any of their respective Subsidiaries will incur, create, assume or suffer to exist any Debt, except:

(a) the Loans, other Obligations and any guaranty of or suretyship arrangement in respect thereof.

(b) intercompany Debt between or among (i) the Borrower and any Subsidiary Guarantor, (ii) any Subsidiary that is not a Guarantor and any other Subsidiary that is not a Guarantor or (iii) Borrower or any Subsidiary Guarantor to any Subsidiary that is not a Guarantor to the extent permitted by Section 9.05(g); provided that such Debt is not held, assigned, transferred, negotiated or pledged to any Person other than the Administrative Agent for the benefit of the Lenders, the Borrower or a Subsidiary Guarantor, and, provided further, that any such Debt for borrowed money (including without limitation intercompany receivables or other obligations) owed by either the Borrower or any Obligor shall be subordinated to the Obligations on the terms set forth in the Guaranty Agreement and the Security Instruments.

(c) endorsements of negotiable instruments for collection in the ordinary course of business.

(d) Debt (i) associated with bonds or surety obligations required by Governmental Requirements in connection with the operation of the Oil and Gas Properties in the ordinary course of business and (ii) comprised of guarantees of obligations of Subsidiaries under marketing agreements entered into in the ordinary course of business.

(e) Debt under Capital Leases and Debt incurred to finance the purchase, construction or improvement of such capital assets (excluding real property interests) secured by Liens permitted by Section 9.03(c) in an aggregate principal amount not to exceed $25,000,000.

(f) only after the Non-Conforming Period Termination Date, Funded Debt and any guarantees thereof incurred after the Effective Date, provided that (i) at the time such Debt is incurred (A) no Default or Event of Default has occurred and is then continuing and (B) no Default or Event of Default would result from the incurrence of such Debt after giving effect to the incurrence thereof (and any concurrent repayment of Debt with the proceeds of such incurrence), (ii) the Term Loans shall have been indefeasibly paid in full, (iii) such Debt is unsecured, is on terms and conditions that are not more restrictive taken as a whole than those in the Loan Documents and does not contain financial covenants that are more restrictive than those contained in this Agreement unless this Agreement has been amended to contain such more restrictive financial covenants, (iv) immediately after the incurrence of such Debt, the Borrowing Base and the Conforming Borrowing Base shall be adjusted in accordance with Section 2.07(e) and prepayment shall be made to the extent required by Section 3.04(c)(iii), (v) such Debt does not have any scheduled amortization prior to the date that is 180 days after the Maturity Date, (vi) such Debt does not mature sooner than the date that is 180 days after the Maturity Date, (vii) the economic terms of such Debt and any guarantee thereof are on market terms for issuers of similar size and credit quality given the then prevailing market conditions, and (viii) such Debt does not have any mandatory prepayment or redemption provisions which would require a mandatory prepayment or redemption in priority to the Obligations.

(g) [Reserved].

(h) Debt in the form of guaranties by the Obligors of Debt of (i) the Borrower or any Subsidiary Guarantor permitted under this Section 9.02 and (ii) other Persons to the extent an Investment would be permitted in such Person under Section 9.05(g) or Section 9.05(m).

(i) other Debt in an aggregate principal amount not to exceed $20,000,000 at any one time outstanding.

(j) Debt of the Borrower or any Obligor existing on the date hereof that is reflected in Schedule 9.02 and any Permitted Refinancing Debt in respect thereof.

Section 9.03 Liens. Neither the Obligors nor any of their Subsidiaries will create, incur, assume or permit to exist any Lien on any of its Properties (now owned or hereafter acquired), except:

(a) Liens securing the payment of any Obligations.

(b) Excepted Liens.

(c) Liens in connection with Capital Leases and Liens encumbering assets securing Debt incurred to finance the purchase, construction or improvement of such assets (and any refinancings thereof which do not increase the principal amount thereof); provided that (i) the principal amount of the Debt secured by a purchased asset shall not exceed one hundred percent (100%) of the purchase price of such asset, (ii) such Liens shall not extend to or encumber any other asset of the Obligors or their respective Subsidiaries other than the agreement and proceeds and individual financings may be cross-collateralized with other asset specific acquisition/construction financings provided by such Person or its Affiliates, and (iii) such Liens shall attach to such purchased, constructed or improved asset within 180 days after such acquisition or the completion of such construction or improvement (or substantially contemporaneously with refinancings of such Debt which do not increase the principal amount thereof).

(d) Liens on Property (other than Proved Reserve Oil and Gas Properties) not otherwise permitted by any other clause of this Section 9.03; provided that the aggregate principal or face amount of all Debt secured under this Section 9.03(d) shall not exceed $5,000,000 at any time.

(e) [Reserved].

(f) Extensions, renewals or replacements of any of the Liens permitted under this Section 9.03 so long as (i) the principal amount of the Debt or obligation secured thereby is no greater than the principal amount of such Debt or obligation at the time such Lien was permitted hereunder except for increases in an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such extension, renewal, refinancing, or replacement and in an amount equal to any existing commitments unutilized thereunder, (ii) any such extension, renewal or replacement Lien is limited to the property originally encumbered thereby, and (iii) any renewal or extension of the Debt or obligations secured or benefited thereby is permitted by Section 9.02.

Section 9.04 Dividends, Distributions and Redemptions.

(a) Restricted Payments. The Obligors will not, and will not permit any of their Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, return any capital to any of its stockholders on account of its Equity Interests or make any distribution of its Property to its respective Equity Interest holders on account of its Equity Interests, except

(i) the Holdings and Parent may declare and pay dividends or distributions with respect to its Equity Interests payable solely in additional shares of its Equity Interests (other than Disqualified Capital Stock);

(ii) Subsidiaries may declare and pay dividends or distributions ratably with respect to their Equity Interests to its direct parent that is a Borrower or a Guarantor other than Parent or Holdings;

(iii) the Borrower may declare and pay dividends or distributions to Parent, and Parent may declare and pay dividends or distributions to Holdings, to permit each Parent Guarantor to pay, or the Borrower may pay on behalf of Parent or Holdings, as applicable, (A) Taxes then due and owing by Parent or Holdings, and (B) reasonable compensation and expenses of directors and officers of each Parent Guarantor incurred in the ordinary course of business consistent with industry practice;

(iv) for so long as Parent is treated as a partnership for U.S. federal income tax purposes, the Borrower may declare and pay dividends or distributions to Parent in an amount equal to Permitted Tax Distributions, and Parent may make Permitted Tax Distributions;

(v) so long as no Default or Event of Default has occurred and is continuing, the Borrower or any Subsidiary may, in good faith, pay (or make Restricted Payments to allow any direct or indirect parent that is an Obligor thereof to pay or make Restricted Payments) for the repurchase, retirement or other acquisition or retirement for value of Equity Interests of it or any direct or indirect parent thereof held by any employee, director, manager or officer, upon the death, disability or termination of employment of such employee, director, manager or officer (or any spouses, former spouses, other immediate family members, successors, executors, administrators, heirs, legatees or distributees of any of the foregoing) of the Borrower (or any direct or indirect parent of the Borrower) or any of its Subsidiaries; provided that (A) such payments do not to exceed $25,000,000 in any calendar year and $100,000,000 in the aggregate, (B) cancellation of Debt owing to the Borrower (or any direct or indirect parent thereof) or any of its Subsidiaries from members of management of the Borrower, any of the Borrower's direct or indirect parent companies or any of the Borrower's Subsidiaries in connection with a repurchase of Equity Interests of any of the Borrower's direct or indirect parent companies will not be deemed to constitute a Restricted Payment for purposes of this covenant or any other provision of this Agreement and (C) on a pro forma basis after giving effect to payments hereunder, the amount available for borrowing under the Borrowing Base shall not be less than twenty percent (20%) of the Borrowing Base then in effect;

(vi) only after the Non-Conforming Period Termination Date and the Term Loan has been indefeasibly paid in full, and so long as (A) no Borrowing Base Deficiency, Default or Event of Default has occurred and is continuing or would result therefrom, (B) on a pro forma basis after giving effect thereto, the Leverage Ratio shall be less than 2.50 to 1.00 and (C) on a pro forma basis after giving effect thereto, the amount available for borrowing under the Borrowing Base shall not be less than twenty percent (20%) of the Borrowing Base then in effect, the Borrower may declare and pay dividends or distributions to Parent and each Parent Guarantor may declare and pay dividends or distributions ratably with respect to its Equity Interests; and

(vii) so long as (A) no Default or Event of Default has occurred and is continuing or would result therefrom and (B) Holdings' common stock is not listed for trading on a national exchange at the time of vesting and/or settlement of an Award (as such term in defined in Holdings' Incentive Plan), then Holdings may withhold the number of shares of common stock otherwise deliverable pursuant to the Award with a fair market value equal to the total income and employment taxes imposed as a result of the vesting and/or settlement of the Award and may make such tax payment (or may make a payment in the amount of such tax payment to the holder of the Award).

(b) Redemption or Repayment of Funded Debt. The Obligors will not, and will not permit any Subsidiary to:

(i) call, make or offer to make any optional Redemption of or otherwise optionally Redeem whether in whole or in part or repay any Funded Debt issued under Section 9.02(f), except with the proceeds of a Permitted Refinancing Debt; or

(ii) amend, modify, waive or otherwise change, consent or agree to any amendment, modification, waiver or other change to, any of the terms of any notes evidencing, or any indenture, agreement, instrument, certificate or other document relating to, any Funded Debt incurred under Section 9.02(f) if:

(A) the effect of such amendment, modification or waiver is to shorten the final maturity to a date that is earlier than the date that is 91 days after the Maturity Date, or increase the amount of any payment of principal thereof or increase the rate or shorten any period for payment of interest thereon or modify the method of calculating the interest rate,

(B) such action adds, amends, changes or otherwise modifies covenants, events of default or other agreements to the extent such covenants, events of default or other agreements are more restrictive taken as a whole or financial covenants are more restrictive than those contained in this Agreement unless this Agreement has been amended to contain such more restrictive financial covenants, or

(C) such action creates a security interest or adds collateral in favor of the holder.

Section 9.05 Investments, Loans and Advances. Neither the Obligors nor any of their Subsidiaries will make or permit to remain outstanding any Investments in or to any Person, except that the foregoing restriction shall not apply to:

(a) Investments set forth on Schedule 9.05.

(b) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss.

(c) Cash Equivalents;

(d) Investments (i) the consideration of which consists solely of common Equity Interests of Holdings, or warrants options or other rights to purchase or acquire common Equity Interests of Holdings or (ii) made with the Net Cash Proceeds of an offering of common Equity Interests of Holdings, in each case, to the extent not constituting a Change in Control (provided that solely for purposes of this Section 9.05(d), permitted holders shall not hold less than a majority interest of Holdings after giving effect to such transaction) and otherwise permitted by Section 9.05(g).

(e) [Reserved].

(f) [Reserved].

(g) Investments (i) directly or indirectly by the Parent or Holdings in the Borrower or any Guarantor; (ii) made by the Borrower in or to any other Subsidiary Guarantor, (iii) made by any Subsidiary that is a Guarantor in or to any other Subsidiary that is a Guarantor, (iv) made by any Subsidiary that is not a Guarantor to any other Subsidiary that is not a Guarantor; and (v) made by the Borrower or any Guarantor in or to all other Subsidiaries which are not Guarantors which do not at any time exceed $5,000,000.

(h) Investments in general or limited partnerships or other types of entities (each a "venture") entered into by the Obligors or their respective Subsidiaries with others in the ordinary course of business; provided that (i) any such venture is engaged exclusively in oil and gas exploration, development, production, processing and related activities, including transportation, treatment and storage (ii) the interest in such venture is on fair and reasonable terms and (iii) such venture interests acquired and capital contributions made (valued as of the date such interest was acquired or the contribution made) do not exceed, in the aggregate at any time outstanding an amount equal to $15,000,000.

(i) Consideration (other than cash consideration) received pursuant to a Sale permitted under Section 9.11, to the extent such consideration is permitted pursuant to Section 9.11.

(j) Loans or advances to employees, officers or directors in the ordinary course of business of the Obligors or their respective Subsidiaries, in each case only as permitted by applicable law, including Section 402 of the Sarbanes Oxley Act of 2002, but in any event not to exceed $2,500,000 in the aggregate at any time.

(k) Investments in stock, obligations or securities received in settlement of debts arising from Investments permitted under this Section 9.05 owing to the Obligors or their respective Subsidiaries as a result of a bankruptcy or other insolvency proceeding of the obligor in respect of such debts or upon the enforcement of any Lien in favor of the Obligors or their respective Subsidiaries, provided that the Borrower shall give the Administrative Agent prompt written notice in the event that the aggregate amount of all Investments held at any one time under this Section 9.05(k) exceeds $1,000,000.

(l) Investments made in connection with the purchase, lease or other acquisition of tangible assets of any Person, and Investments made in connection with the purchase, lease or other acquisition of all or substantially all of the business of any Person, or all of the Equity Interests of any Person, or any division, line of business or business unit of any Person (including by the merger or consolidation of such Person into the Borrower or any Guarantor); provided that (i) the Borrower promptly complies with the requirements of Section 8.13 in connection with any newly acquired Subsidiary to the extent required thereby and (ii) no Default or Event of Default exists before and after giving effect to such Investment.

(m) Investments permitted by Section 9.10.

(n) Other Investments not to exceed, in the aggregate at any time outstanding an amount equal to $15,000,000.

(o) Any guarantee permitted under Section 9.02.

Section 9.06 Nature of Business. Neither the Borrower nor any other Obligor nor any of their respective Subsidiaries will allow any material change to be made in the character of its business as an independent oil and gas exploration and production company and activities reasonably incidental or related thereto. The Borrower and Obligors will not, and will not permit any of their respective Subsidiaries to, operate its business outside the geographical boundaries of the United States.

Section 9.07 Proceeds of Loans. The Borrower will not permit the proceeds of the Loans and Letters of Credit to be used for any purpose other than those permitted by Section 7.21. None of the Parent Guarantor, the Borrower, their respective Subsidiaries or any Person acting on behalf of the Parent Guarantor, the Borrower or their respective Subsidiaries has taken or will take any action which would cause any of the Loan Documents to violate Regulations T, U or X or any other regulation of the Board or to violate Section 7 of the Securities Exchange Act of 1934 or any rule or regulation thereunder, in each case as now in effect or as the same may hereinafter be in effect. If requested by the Administrative Agent, the Borrower will furnish

to the Administrative Agent a statement to the foregoing effect in conformity with the requirements of FR Form U-1 or such other form referred to in Regulation U, Regulation T or Regulation X of the Board, as the case may be. The Borrower will not request any Borrowing or Letter of Credit, and the proceeds of any Borrowing or Letter of Credit shall not, directly or indirectly, be used, or lent, contributed or otherwise made available to any Subsidiary, other Affiliate, joint venture partner or other Person, (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws or AML Laws, (B) for the purpose of funding, financing or facilitating any activity, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country (including, but not limited to, transshipment or transit through a Sanctioned Country), or involving any goods originating in or with a Sanctioned Person or Sanctioned Country, or (C) in any manner that would result in the violation of any Sanctions by any Person (including any Person participating in the transactions contemplated hereunder, whether as underwriter, advisor, lender, issuing bank, investor or otherwise).

Section 9.08 ERISA Compliance. Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, the Obligors or their respective Subsidiaries will not at any time:

(a) terminate, or permit any ERISA Affiliate to terminate, any Plan in a manner, or take any other action with respect to any Plan, which could result in any liability of the Borrower, any of its Subsidiaries or any ERISA Affiliate to the PBGC.

(b) contribute to or assume an obligation to contribute to, or permit any ERISA Affiliate to contribute to or assume an obligation to contribute to, any Multiemployer Plan.

(c) acquire, or permit any ERISA Affiliate to acquire, an interest in any Person that causes such Person to become an ERISA Affiliate with respect to the Obligors or their respective Subsidiaries or with respect to any ERISA Affiliate of the Obligors or their respective Subsidiaries if such Person sponsors, maintains or contributes to, or at any time in the six-year period preceding such acquisition has sponsored, maintained, or contributed to, (i) any Multiemployer Plan, or (ii) any other plan that is subject to Title IV of ERISA under which the actuarial present value of the benefit liabilities under such Plan exceeds the current value of the assets (computed on a plan termination basis in accordance with Title IV of ERISA) of such Plan allocable to such benefit liabilities.

(d) engage in, or permit any ERISA Affiliate to engage in, any transaction in connection with which the Borrower, a Subsidiary or any ERISA Affiliate could be subject to either a civil penalty assessed pursuant to subsections (c), (i), (l) or (m) of Section 502 of ERISA or a tax imposed by Chapter 43 of Subtitle D of the Code.

(e) fail to make, or permit any ERISA Affiliate to make, full payment when due of all amounts which, under the provisions of any Plan, agreement relating thereto or applicable law, the Borrower, a Subsidiary or any ERISA Affiliate is required to pay as contributions thereto.

(f) permit to exist, or allow any ERISA Affiliate to permit to exist, any waived funding deficiency within the meaning of Section 302 of ERISA or Section 412 of the Code with respect to any Plan.

(g) permit, or allow any ERISA Affiliate to permit, the actuarial present value of the benefit liabilities under any Plan that is subject to Title IV of ERISA to exceed the current value of the assets (computed on a plant termination basis in accordance with Title IV of ERISA) of such Plan allocable to such benefit liabilities. The term "actuarial present value of the benefit liabilities" shall have the meaning specified in Section 4041 of ERISA.

(h) contribute to or assume an obligation to contribute to, or permit any ERISA Affiliate to assume an obligation to contribute to, a Multiemployer Plan.

(i) incur, or permit any ERISA Affiliate to incur, a liability to or on account of a Plan under Sections 515, 4062, 4063, 4064, 4201 or 4204 of ERISA.

(j) contribute to or assume an obligation to contribute to, or permit any ERISA Affiliate to contribute to or assume an obligation to contribute to, any employee welfare benefit plan, as defined in Section 3(1) of ERISA, including any such plan maintained to provide benefits to former employees of such entities, that may not be terminated by such entities in their sole discretion at any time without any material liability.

(k) permit any Plan to (i) fail to satisfy the minimum funding standard applicable to the Plan for any plan year pursuant to Section 412 of the Code or Section 302 of ERISA (determined without regard to Section 412(c) of the Code or Section 302(c) of ERISA), (ii) be in at-risk status (within the meaning of Section 430 of the Code or Section 303 of ERISA) for a plan year, or (iii) fail to satisfy the requirements of Section 436 of the Code or Section 206(g) of ERISA.

Section 9.09 Sale or Discount of Receivables. Except for receivables obtained by the Obligors or their respective Subsidiaries out of the ordinary course of business or the settlement of joint interest billing accounts in the ordinary course of business or discounts granted to settle collection of accounts receivable or the sale of defaulted accounts arising in the ordinary course of business in connection with the compromise or collection thereof and not in connection with any financing transaction, neither the Borrower nor any of its Subsidiaries will discount or sell (with or without recourse) any of its notes receivable or accounts receivable.

Section 9.10 Mergers, Etc. No Obligor nor any of their Subsidiaries will merge into or with or consolidate with any other Person, or sell, lease or otherwise dispose of (whether in one transaction or in a series of related transactions) all or substantially all of the Property of the Obligors or their respective Subsidiaries taken as a whole to any other Person (any such transaction, a "consolidation") or liquidate, wind-up or dissolve (or suffer any liquidation or dissolution), terminate or discontinue its business (any such transaction, a "wind-up"); provided that (a) any Subsidiary of the Borrower may participate in a consolidation with the Borrower in a transaction in which the Borrower is the surviving entity or transferee and in which the Borrower remains a domestic entity, (b) any Subsidiary of the Borrower may participate in a merger or consolidation with any Guarantor in a transaction in which either such Guarantor is the surviving

entity or transferee or the surviving entity or transferee becomes a Guarantor pursuant to Section 8.13(b), (c) any Subsidiary may sell, transfer, lease or otherwise dispose of its assets to the Borrower or to a Guarantor, (d) the Obligors or their respective Subsidiaries may engage in Sales permitted by (or not restricted by) Section 9.11, and (e) any Subsidiary may wind-up if the Borrower determines in good faith that such wind-up is in the best interests of the Borrower and is not materially disadvantageous to the Lenders and (x) provides written notice to the Administrative Agent not less than ten (10) days prior to such wind-up, (y) distributes all Property of the entity subject of the wind-up to an Obligor, and (z) complies in all respects with all covenants and agreements in the Loan Documents to provide the Administrative Agent with perfected first priority liens on all Property so distributed.

Section 9.11 Sale of Properties. The Obligors will not, and will not permit any of their Subsidiaries to, sell, assign (other than assignments intended to convey a Lien), farm-out, convey or otherwise transfer (collectively, a "Sale") any Oil and Gas Property or Equity Interests of any Subsidiary owning Oil and Gas Properties to any Person other than the Borrower or any Guarantor, except the below listed transactions:

(a) the Sale of Hydrocarbons and geological and seismic data in the ordinary course of business;

(b) unless a Default or an Event of Default has occurred and is continuing,

(i) Sale of Properties to the extent permitted by Section 9.10;

(ii) the Sale of equipment that is no longer necessary or useful for the business of the Borrower or such Subsidiary or is replaced by equipment of at least comparable value;

(iii) subject to compliance with Section 2.07(c), Section 2.07(g) and Section 3.04(c), Sales of Properties or any interest therein or the Sale of any Equity Interests of any Subsidiary directly or indirectly owning Oil and Gas Properties not regulated by Section 9.11(a), Section 9.11(b)(i), Section 9.11(b)(ii) or Section 9.11(b)(iii), in each case in a single transaction or series of related transactions with an aggregate fair market value not to exceed $10,000,000 during any 12-month period; provided that if that such Sale involves Oil and Gas Property or Equity Interests in a Subsidiary directly or indirectly owning any Oil and Gas Property having a fair market value equal to or less than $10,000,000, a Responsible Officer of the Borrower shall determine in good faith whether the consideration received in respect of such Sale is equal to or greater than the fair market value of the Property subject of such Sale and, in each case, the Borrower shall deliver to the Administrative Agent a certificate of a Responsible Officer certifying to that effect;

(iv) subject to compliance with Section 2.07(c), Section 2.07(g) and Section 3.04(c), the Sale of any Oil and Gas Properties or any interest therein or the Sale of any Equity Interests of any Subsidiary directly or indirectly owning Oil and Gas Properties not regulated by Section 9.11(a), Section 9.11(b)(i), Section 9.11(b)(ii) or Section 9.11(b)(iii), in each case in a single transaction or series of related transactions with an aggregate fair market value in excess of $10,000,000 during any 12-month period; provided (A) the consideration

received in respect of such Sale shall be any of the following (or a combination thereof): (1) cash (provided the cash shall constitute the greater of (x) at least seventy-five percent (75%) of the consideration and (y) an amount equal to or greater than the Borrowing Base Deficiency and the amount due pursuant to Section 3.04(c) after giving effect to the adjustments required by Section 2.07), (2) the assumption of liabilities otherwise permitted by Section 9.1 not constituting Funded Debt associated with the assets subject of such Sale (provided that the assumption of liabilities shall not exceed 10% of the aggregate consideration for such Sale), (3) other Oil and Gas Properties (provided that such exchange is for Oil and Gas Property located in the United States and qualifies for non-recognition of gain or loss under the provisions of Section 1031 of the Code), and (B) the consideration received in respect of such Sale shall be equal to or greater than the fair market value of the Property subject of such Sale (as determined in good faith by a Financial Officer; provided that if that such Sale involves Oil and Gas Property or Equity Interests in a Subsidiary directly or indirectly owning any Oil and Gas Property having a fair market value in excess of $50,000,000, the board of directors of the Borrower shall reasonably determine whether the consideration received in respect of such Sale is equal to or greater than the fair market value of the Property subject of such Sale and, in each case, the Borrower shall deliver to the Administrative Agent a certificate of a Responsible Officer certifying to that effect;

(c) Sales of Properties not otherwise regulated by this Section 9.11 having a fair market value not to exceed $10,000,000 during any 12-month period;

(d) Farm-outs of acreage to which no Proved Reserves are attributable (as determined by reference to the most recently delivered Reserve Report) in which the Borrower or any Subsidiary Guarantor has an interest and assignments in connection with such farm-outs (for purposes of this clause, farm-out means any contract whereby any Oil and Gas Property, or any interest therein, may be earned by one party, by the drilling or committing to drill one or more wells by that party, whether directly or indirectly); provided, however, no such farm-out or assignment shall be permitted under this Section 9.11(d) (x) if the respective Obligor counterparty or counterparties is/are required to make an upfront commitment of cash payments, or (y) without the prior written consent of the Administrative Agent, to the extent any such farm-out or assignment pertains to Oil and Gas Properties with a fair market value in excess of $75 million as determined in good faith by the Borrower;

(e) The Sale by way of an exchange of any Oil and Gas Properties that are exchanges solely of acreage in an aggregate of 10,000 acres or less for other Oil and Gas Properties that are acreage only, in each case in a single transaction or series of related transactions not regulated by Section 9.11(a), Section 9.11(b)(i), Section 9.11(b)(ii), Section 9.11(b)(iii), or Section 9.11(b)(iv); provided that such exchange of acreage is (A) for Oil and Gas Property located in the United States, (B) does not include Proved Reserves, (C) qualifies for non-recognition of gain or loss under the provisions of Section 1031 of the Code, and (D) the consideration comprised of Property or Property and cash received in respect of such Sale by way of exchange shall be equal to or greater than the fair market value of the Property subject of such Sale (as determined in good faith by a Financial Officer; provided, further that if that such Sale by way of exchange involves Oil and Gas Property with Proved Reserves, in addition to the foregoing requirements, such Sale by way of exchange (A) shall be subject to compliance with

Section 2.07(c), Section 2.07(g) and Section 3.04(c), and (B) the amount available for Borrowing under the Conforming Borrowing Base shall not be less than twenty percent (20%) of the Conforming Borrowing Base then in effect, and the Borrower shall deliver to the Administrative Agent a certificate of a Responsible Officer certifying to that effect; provided, further that any Sale by way of exchange solely of acreage in an aggregate in excess of 10,000 acres may be consented to by the Administrative Agent in its sole discretion.

Section 9.12 Environmental Matters. The Obligors will not, and will not permit any Subsidiary to, cause or permit any of its Property to be in violation of, or do anything or permit anything to be done which will subject any such Property to any Remedial Work under any Environmental Laws, assuming disclosure to the applicable Governmental Authority of all relevant facts, conditions and circumstances, if any, pertaining to such Property where such violations or remedial obligations could reasonably be expected to have a Material Adverse Effect.

Section 9.13 Transactions with Affiliates. The Borrower will not, and will not permit any Subsidiary to, enter into any transaction, including, without limitation, any purchase, sale, lease or exchange of Property or the rendering of any service, with any Affiliate (other than the Guarantors and Wholly-Owned Subsidiaries of the Borrower) unless such transactions are otherwise permitted under this Agreement and are upon terms substantially as favorable to it as it would obtain in a comparable arm's length transaction with a Person not an Affiliate; provided that the foregoing shall not apply to:

(a) any Restricted Payment permitted by Section 9.04, Debt permitted by Section 9.02, or Investments permitted by Section 9.05;

(b) the payment of reasonable and customary directors' fees and other benefits to Persons who are not otherwise Affiliates of the Borrower or any Subsidiary;

(c) any employment or severance or other employee compensation, arrangement or plan or any amendment thereto, entered into by the Obligors or their respective Subsidiaries in the ordinary course of business or which is customary in the oil and gas business, and payments, awards, grants or issuances of Equity Interests pursuant thereto;

(d) provision of officers' and directors' indemnification and insurance in the ordinary course of business to the extent permitted by law;

(e) legal, accounting, tax advisory, financial advisory, engineering and other professional or advisory services; and

Section 9.14 Negative Pledge Agreements; Dividend Restrictions. Neither the Borrower nor any other Obligor nor any of their respective Subsidiaries will create, incur, assume or suffer to exist any contract, agreement or understanding (other than this Agreement or the Security Instruments) that in any way prohibits or restricts the granting, conveying, creation or imposition of any Lien on any of its Property in favor of the Administrative Agent and the Lenders or restricts any Subsidiary from paying dividends or making distributions to the Borrower or any Guarantor, or which requires the consent of or notice to other Persons in connection therewith;

provided, however, that the preceding restrictions will not apply to encumbrances or restrictions arising under or by reason of (a) any leases (other than leases of Oil and Gas Properties) or licenses or similar contracts as they affect any Property or Lien subject to such lease or license, (b) any restriction imposed pursuant to any agreement entered into for the Sale of any assets otherwise permitted hereunder prior to the closing of such Sale, (c) customary provisions with respect to the distribution of Property in joint venture agreements, (d) any restriction imposed on the granting, conveying, creation or imposition of any Lien on any Property of the Obligors or their respective Subsidiaries imposed by any contract, agreement or understanding related to the Liens permitted under clause (c), (e) and (f) of Section 9.03 so long as such restriction only applies to the Property permitted under such clauses to be encumbered by such Liens, (e) restrictions imposed by any Governmental Authority or under any Governmental Requirement, (f) [Reserved], (g) restrictions in the instruments creating an Excepted Lien of the type described in clause (g) of the definition thereof, and (h) customary supermajority voting provisions and other customary provisions with respect to the disposition or distribution of assets, each contained in corporate charters, bylaws, stockholders' agreements, limited liability company agreements, partnership agreements, joint venture agreements and other similar agreements entered into in the ordinary course of business of the Obligors or their respective Subsidiaries.

Section 9.15 Gas Imbalances, Take-or-Pay or Other Prepayments. The Obligors will not, and will not permit any of their respective Subsidiaries to, allow gas imbalances, take-or-pay or other prepayments (excluding firm transportation contracts entered into in the ordinary course of business) with respect to the Oil and Gas Properties of the Obligors or their respective Subsidiaries that would require the Obligor or such Subsidiary to deliver, in the aggregate, two percent (2%) or more of the monthly production of Hydrocarbons at some future time without then or thereafter receiving full payment therefore.

Section 9.16 Swap Agreements.

(a) None of the Obligors or their respective Subsidiaries will enter into (or, in the case of Section 9.16(a)(ii) below, permit to exist) any Swap Agreements with any Person, except:

(i) Swap Agreements in respect of oil and gas commodities (x) with an Approved Counterparty and (y) the notional volumes for which (when aggregated with the notional volumes under all other commodity Swap Agreements then in effect other than swaps covering (A) basis differential or (B) oil spread timing risks, in each case on volumes already hedged pursuant to other Swap Agreements) do not exceed, as of the date such Swap Agreement is executed, (I) 80% of the reasonably anticipated projected production (based upon the Borrower's internal projections) for each month during the period during which such Swap Agreement is in effect for each of crude oil and natural gas, calculated separately, for each calendar month during the period through the remainder of the then current calendar year and for the period of four calendar years thereafter and (II) 70% of the reasonably anticipated projected production (based upon the Borrower's internal projections) for each month during the period during which such Swap Agreement is in effect for each of crude oil and natural gas, calculated separately, for each calendar month during the period starting with the fifth (5th) calendar year thereafter.

(ii) Swap Agreements in respect of interest rates with an Approved Counterparty, which effectively convert interest rates from floating to fixed, the notional amounts of which (when aggregated with all other Swap Agreements of the Obligors or their respective Subsidiaries then in effect effectively converting interest rates from floating to fixed) do not exceed at any time (other than during an Exemption Period) 100% of the then outstanding principal amount of the Borrower's Debt for borrowed money which bears interest at a floating rate.

(iii) Swap Agreements in respect of carbon dioxide emission credits with an Approved Counterparty; provided that the aggregate amount that is owed but unpaid by the Borrower and its Subsidiaries under all such Swap Agreements shall not exceed $10,000,000 in the aggregate at any time.

(b) If, at any time (other than during an Exemption Period), the Borrower determines that the notional amounts of Swap Agreements in respect of interest rates exceed 100% of the then outstanding principal amount of the Borrower's Debt for borrowed money which bears interest at a floating rate, then the Borrower shall, within thirty (30) days of such determination, terminate, create off-setting positions or otherwise unwind existing Swap Agreements in order to comply with this Section 9.16.

(c) If, at any time during an Exemption Period, the Borrower determines that the notional amounts of Swap Agreements in respect of interest rates exceed 100% of the outstanding principal amount of the Borrower's Debt for borrowed money which bears interest at a floating rate calculated on a pro forma basis assuming any relevant acquisition subject of such Exemption Period were funded completely with borrowed money which bears interest at a floating rate, then the Borrower shall, within thirty (30) days of such determination, terminate, create off-setting positions or otherwise unwind existing Swap Agreements such that the notional volumes do not exceed 100% of such pro forma principal amount.

(d) Notwithstanding anything to the contrary in this Section 9.16, there shall be no prohibition against the Borrower or any Subsidiary entering into any "put" contracts or commodity price floors with an Approved Counterparty so long as such agreements are entered into for non-speculative purposes and in the ordinary course of business for the purpose of hedging against fluctuations of commodity prices.

Section 9.17 Tax Status. Borrower shall not alter its status as a disregarded entity, Parent shall not alter its status as a partnership or disregarded subsidiary of Holdings and Holdings shall not alter its status as a subchapter C corporation for United States federal income Tax purposes.

Section 9.18 [Reserved].

Section 9.19 Deposit Accounts; Account Control Agreements; Use of Cash.

(a) Neither the Obligors nor any of their respective Subsidiaries shall establish or maintain any cash or securities deposit account without providing prior written notice to the Administrative Agent and shall not open any new cash or securities deposit account unless and until all actions necessary to establish the Administrative Agent's control and perfected security interest in each such account that is not an Excluded Deposit Account. One or more of the Borrower and the Subsidiary Guarantors shall be the sole account holders of each deposit account and shall not allow any other Person (other than the Administrative Agent) to have control over a Controlled Proceeds Account or any Property deposited therein.

(b) None of the Obligors or any of their respective Subsidiaries will maintain any securities, Cash Equivalents, cash and all cash proceeds of collateral in any account except in the Controlled Proceeds Accounts, and neither the Borrower nor any other Obligor will transfer funds from such Controlled Proceeds Accounts to any account of the Borrower, any Guarantor, or any Subsidiary or Affiliate of the Borrower or any Guarantor, that is not subject to an Account Control Agreement and a perfected security interest in favor of the Administrative Agent; provided, however, that cash in an amount not exceeding the Excluded Account Cap and otherwise meeting the requirements for Excluded Accounts may be deposited into Excluded Accounts; provided further that each of the cash management system accounts shall be a Controlled Proceeds Account.

Section 9.20 Parent Guarantors. Notwithstanding anything to the contrary contained herein or in any other Loan Document, (a) Parent shall not engage in any operating or business activities or other transaction other than its ownership of the Borrower and shall not directly hold Equity Interests of any Subsidiary except the Borrower; and (b) Holdings shall not engage in any operating or business activities or other transaction other than its ownership of Parent and shall not directly hold Equity Interests of any Subsidiary except Parent; provided that the following shall be permitted activities: (i) the maintenance of its legal existence (including the ability to incur fees, costs and expenses relating to such maintenance), (ii) the performance of its obligations with respect to the Loan Documents, (iii) payment of Taxes, (iv) conduct of financial audits as provided hereunder, (v) providing indemnification to officers, managers and directors, (vi) making Restricted Payments to holders of its Equity Interests to the extent permitted by Section 9.04, (vii) the issuance of Debt to the extent permitted by Section 9.02(f), Section 9.02(h) and Section 9.02(i), and (viii) any other activities incidental or reasonably to the foregoing.

Section 9.21 [Reserved].

Section 9.22 Sale and Leaseback Transactions. The Borrower will not, and will not permit any of its Subsidiaries to, enter into any Sale and Leaseback Transactions.

Section 9.23 Organizational Documents. The Borrower will not, and will not permit any of its Subsidiaries to, amend, modify or supplement in any material respect (or vote to enable, or take any other action to permit, such amendment, modification or supplement of) any Organizational Document of the Borrower or such Subsidiaries in any manner adverse to the interests of the Administrative Agent and the Lenders.

ARTICLE X
Events of Default; Remedies

Section 10.01 Events of Default. One or more of the following events shall constitute an "Event of Default":

(a) the Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise.

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in Section 10.01(a)) payable under any Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three Business Days.

(c) any representation or warranty made or deemed made by or on behalf of the Borrower or any Guarantor in or in connection with any Loan Document or any amendment or modification of any Loan Document or waiver under such Loan Document, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made.

(d) the Borrower or any Guarantor shall fail to observe or perform any covenant, condition or agreement contained in, Section 8.01(k), Section 8.02 Section 8.03 (with respect to the legal existence of the Borrower or any Guarantor), Section 8.13, Section 8.19 or in Article IX.

(e) the Borrower or any Guarantor shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in Section 10.01(a) to (d) or (f) to (n)) or any other Loan Document, and such failure shall continue unremedied for a period of 30 days after the earlier to occur of (i) notice thereof from the Administrative Agent to the Borrower (which notice will be given at the request of any Lender) or (ii) a Responsible Officer of the Obligors or their respective Subsidiaries otherwise becoming aware of such failure.

(f) the Borrower or any Guarantor shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Debt, when and as the same shall become due and payable (after the expiration of any applicable period of grace and/or notice and cure period).

(g) any event or condition occurs (after the expiration of any applicable period of grace and/or notice and cure period) that (i) results in any Material Debts becoming due prior to its scheduled maturity or (ii) that enables or permits the holder or holders of any Material Debt or any trustee or agent on its or their behalf to cause any Material Debt to become due, or to require the Redemption thereof or any offer to Redeem to be made in respect thereof, prior to its scheduled maturity or require the Obligors or their respective Subsidiaries to make an offer in respect thereof.

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower, the Parent Guarantor or any Obligor or its or their respective debts, or of a substantial part of its or their respective assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower, the Parent Guarantor or any Obligor or for a substantial part of its or their respective assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered.

(i) the Borrower, the Parent Guarantor or any Obligor shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in Section 10.01(h), (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower, the Parent Guarantor or any Obligor or for a substantial part of its or their respective assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing; or any member of the Borrower or the Parent Guarantor shall make any request or take any action for the purpose of calling a meeting of the members of the Borrower or the Parent Guarantor, as applicable, to consider a resolution to dissolve and wind-up the Borrower's or the Parent Guarantor's affairs.

(j) the Borrower, the Parent Guarantor or any Obligor shall become unable, admit in writing its inability or fail generally to pay its debts as they become due.

(k) (i) one or more judgments for the payment of money in an aggregate amount in excess of $25,000,000 (to the extent not covered by independent third-party insurance provided by reputable and financially sound insurers as to which the insurer has not issued a notice denying coverage and is not subject to an insolvency proceeding) or (ii) any one or more non-monetary judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, shall be rendered by a court of competent jurisdiction against the Borrower, the Parent Guarantor or any Obligor or any combination thereof and the same shall remain undischarged or unsatisfied for a period of thirty (30) consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any material assets of the Borrower, the Parent Guarantor or any Obligor to enforce any such judgment.

(l) the Loan Documents after delivery thereof shall for any reason, except to the extent permitted by the terms thereof, cease to be in full force and effect and valid, binding and enforceable in accordance with their terms against the Borrower, the Parent Guarantor or any Obligor party thereto or shall be repudiated by them, or cease to create a valid and perfected Lien of the priority required thereby on any material portion of the collateral purported to be covered thereby, except to the extent permitted by the terms of this Agreement, or the Borrower, or any other Obligor shall so state in writing.

(m) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, could reasonably be expected to have a Material Adverse Effect.

(n) a Change in Control shall occur.

Section 10.02 Remedies.

(a) In the case of an Event of Default other than one described in Section 10.01(h) or Section 10.01(i), at any time thereafter during the continuance of such Event of Default, the Administrative Agent, at the request of the Majority Lenders, shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Notes and the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower and the Guarantors accrued hereunder and under the Notes and the other Loan Documents (including, without limitation, the payment of cash collateral to secure the LC Exposure as provided in Section 2.08(j)), shall become due and payable immediately, without presentment, demand, protest, notice of intent to accelerate, notice of acceleration or other notice of any kind, all of which are hereby waived by the Borrower and each Guarantor; and in case of an Event of Default described in Section 10.01(h) or Section 10.01(i), the Commitments shall automatically terminate and the Notes and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and the other obligations of the Borrower and the Guarantors accrued hereunder and under the Notes and the other Loan Documents (including, without limitation, the payment of cash collateral to secure the LC Exposure as provided in Section 2.08(j)), shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower and each Guarantor.

(b) In the case of the occurrence of an Event of Default, the Administrative Agent and the Lenders will have all other rights and remedies available at law and equity.

(c) Except as provided in Section 4.04, proceeds realized from the liquidation or other disposition of collateral or otherwise received after maturity of the Notes, whether by acceleration or otherwise, shall be applied: first, to reimbursement of expenses and indemnities provided for in this Agreement and the Security Instruments; second, to accrued and unpaid interest on the Loans; third, to that portion of the Obligations constituting fees payable to the Administrative Agent or the Lenders under the Loan Documents; fourth, pro rata (i) to the payment of unpaid principal of the Loans, (ii) to the payment of Obligations referred to in clause (b) of the definition thereof owing to any Secured Hedge Provider and (iii) to serve as cash collateral to be held by the Administrative Agent to secure the LC Exposure; fifth, to any other Obligations; and any excess shall be paid to the Borrower or as otherwise required by any Governmental Requirement. Notwithstanding the foregoing, amounts received from the Borrower or any Guarantor that is not a Qualified ECP Guarantor shall not be applied to satisfy amounts owing by the Borrower or any Subsidiary on any Excluded Swap Obligation.

(d) Without limiting any other provision of this Article X, after the occurrence of, and during the continuation of, an Event of Default, the Administrative Agent may give instructions directing the disposition of funds or securities credited or deposited into any Controlled Proceeds Account (including without limitation sweeping such proceeds for payment of the Obligations) and/or withhold any withdrawal rights of any Obligor with respect to any or all funds or securities credited to any Controlled Proceeds Account.

Section 10.03 Disposition of Proceeds. The Security Instruments contain an assignment by the Borrower and the Obligors unto and in favor of the Administrative Agent for the benefit of the Lenders of all of the Borrower's and each Obligor's interest in and to production and all proceeds attributable thereto which may be produced from or allocated to the Mortgaged Property. The Security Instruments further provide in general for the application of such proceeds to the satisfaction of the Obligations and other obligations described therein and secured thereby. Notwithstanding the assignment contained in such Security Instruments, except after the occurrence and during the continuance of an Event of Default, (a) the Administrative Agent and the Lenders agree that they will neither notify the purchaser or purchasers of such production nor take any other action to cause such proceeds to be remitted to the Administrative Agent or the Lenders, but the Lenders will instead permit such proceeds to be paid to the Borrower or its Subsidiaries, as applicable and (b) the Lenders hereby authorize the Administrative Agent to take such actions as may be necessary to cause such proceeds to be paid to the Borrower or its Subsidiaries, as applicable.

Section 10.04 Credit Bidding. Each of the Borrower and the other Obligors, and the Lenders hereby irrevocably authorize (and by entering into a Swap Agreement, each Approved Counterparty shall be deemed to authorize) the Administrative Agent, based upon the instruction of the Majority Lenders, to Credit Bid and purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (and the Borrower and each other Obligor and their respective Subsidiaries shall approve the Administrative Agent as a qualified bidder and such Credit Bid as a qualified bid) at any sale thereof conducted by the Administrative Agent, based upon the instruction of the Majority Lenders, under any provisions of the Uniform Commercial Code, as part of any sale or investor solicitation process conducted by the Borrower or any other Obligor or their respective Subsidiaries, any interim receiver, manager, receiver and manager, administrative receiver, trustee, agent or other Person pursuant or under any insolvency laws; provided, however, that (a) the Majority Lenders may not direct the Administrative Agent in any manner that does not treat each of the Lenders equally, without preference or discrimination, in respect of consideration received as a result of the Credit Bid, (b) the acquisition documents shall be commercially reasonable and contain customary protections for minority holders, such as, among other things, anti-dilution and tag-along rights, (c) the exchanged debt or equity securities must be freely transferable, without restriction (subject to applicable securities laws) and (d) reasonable efforts shall be made to structure the acquisition in a manner that causes the governance documents pertaining thereto to not impose any obligations or liabilities upon the Lenders individually (such as indemnification obligations).

ARTICLE XI
The Administrative Agent

Section 11.01 Appointment; Powers. Each of the Lenders and each Issuing Bank hereby irrevocably appoints the Administrative Agent as its agent and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto.

Section 11.02 Duties and Obligations of Administrative Agent. The Administrative Agent shall have no duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing (the use of the term "agent" herein and in the other Loan Documents with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law; rather, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties), (b) the Administrative Agent shall have no duty to take any discretionary action or exercise any discretionary powers, except as provided in Section 11.03, and (c) except as expressly set forth herein, the Administrative Agent shall have no duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Obligors or their respective Subsidiaries that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Borrower or a Lender, and shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or under any other Loan Document or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or in any other Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, (v) the satisfaction of any condition set forth in Article VI or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent, (vi) the existence, value, perfection or priority of any collateral security or the financial or other condition of the Obligors or their respective Subsidiaries or any other obligor or guarantor, or (vii) any failure by the Borrower or any other Person (other than itself) to perform any of its obligations hereunder or under any other Loan Document or the performance or observance of any covenants, agreements or other terms or conditions set forth herein or therein. For purposes of determining compliance with the conditions specified in Article VI, each Lender shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received written notice from such Lender prior to the proposed closing date specifying its objection thereto.

Section 11.03 Action by Administrative Agent. The Administrative Agent shall have no duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise in writing as directed by the Majority Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02) and in all cases the Administrative Agent shall be fully justified in failing or refusing to act hereunder or under any other Loan Documents unless it shall (a) receive written instructions from the Majority Lenders or the Lenders, as applicable, (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02) specifying the action to be taken and (b) be indemnified to its satisfaction by the Lenders against any and all liability and expenses which may be incurred by it by reason of taking or continuing to take any such action. The instructions as aforesaid and any action taken or failure to act pursuant thereto by the Administrative Agent shall be binding on all of the Lenders. If a Default has occurred and is continuing, then the Administrative Agent shall take such action with respect to such Default as shall be directed by the requisite Lenders in the written instructions (with indemnities) described in this Section 11.03, provided that, unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default as it shall deem advisable in the best interests of the Lenders. In no event, however, shall the Administrative Agent be required to take any action which exposes the Administrative Agent to personal liability or which is contrary to this Agreement, the Loan Documents or applicable law. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Majority Lenders or the Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02), and otherwise the Administrative Agent shall not be liable for any action taken or not taken by it hereunder or under any other Loan Document or under any other document or instrument referred to or provided for herein or therein or in connection herewith or therewith INCLUDING ITS OWN ORDINARY NEGLIGENCE, except for its own gross negligence or willful misconduct.

Section 11.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon and each of the Borrower, the Lenders and each Issuing Bank hereby waives the right to dispute the Administrative Agent's record of such statement, except in the case of gross negligence or willful misconduct by the Administrative Agent. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. The Administrative Agent may deem and treat the payee of any Note as the holder thereof for all purposes hereof unless and until a written notice of the assignment or transfer thereof permitted hereunder shall have been filed with the Administrative Agent.

Section 11.05 Subagents. The Administrative Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and

all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding Sections of this Article XI shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as the Administrative Agent.

Section 11.06 Resignation of Administrative Agent. Subject to the appointment and acceptance of a successor Administrative Agent as provided in this Section 11.06, the Administrative Agent may resign at any time by notifying the Lenders, each Issuing Bank and the Borrower and the Administrative Agent may be removed at any time with or without cause by the Majority Lenders. Upon any such resignation or removal, the Majority Lenders shall have the right, in consultation with the Borrower, to appoint a successor. If no successor shall have been so appointed by the Majority Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders and each Issuing Bank, appoint a successor Administrative Agent. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Borrower to the successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the Administrative Agent's resignation hereunder, the provisions of this Article XI and Section 12.03 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent.

Section 11.07 Administrative Agent and Lenders. The Administrative Agent shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and the Administrative Agent and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent hereunder.

Section 11.08 No Reliance.

(a) Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and each other Loan Document to which it is a party. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document, any related agreement or any document furnished hereunder or thereunder. The Administrative Agent shall not be required to keep itself informed as to the performance or observance by the Obligors or their respective Subsidiaries of this Agreement, the Loan Documents or any other document referred to or provided for herein or to inspect the Properties or books of the Borrower or its Subsidiaries. Except for notices, reports

and other documents and information expressly required to be furnished to the Lenders by the Administrative Agent hereunder, neither the Administrative Agent nor the Arranger shall have any duty or responsibility to provide any Lender with any credit or other information concerning the affairs, financial condition or business of the Borrower (or any of its Affiliates) which may come into the possession of the Administrative Agent, the Arranger or any of their respective Affiliates. In this regard, each Lender acknowledges that Baker & McKenzie LLP is acting in this transaction as special counsel to the Administrative Agent only, except to the extent otherwise expressly stated in any legal opinion or any Loan Document. Each other party hereto will consult with its own legal counsel to the extent that it deems necessary in connection with the Loan Documents and the matters contemplated therein.

(b) The Lenders acknowledge that the Administrative Agent and the Arranger are acting solely in administrative capacities with respect to the structuring and syndication of this facility and have no duties, responsibilities or liabilities under this Agreement and the other Loan Documents other than their administrative duties, responsibilities and liabilities specifically as set forth in the Loan Documents and in their capacity as Lenders hereunder. In structuring, arranging or syndicating this facility, each Lender acknowledges that the Administrative Agent and/or the Arranger may be agents or lenders under these Notes, other loans or other securities and waives any existing or future conflicts of interest associated with their role in such other debt instruments. If in its administration of this facility or any other debt instrument, the Administrative Agent determines (or is given written notice by any Lender) that a conflict exists, then it shall eliminate such conflict within 90 days or resign pursuant to Section 11.06 and shall have no liability for action taken or not taken, other than actions taken or not taken which represent the Administrative Agent's gross negligence or willful misconduct, while such conflict existed.

Section 11.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Obligors or their respective Subsidiaries, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Section 12.03) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Section 12.03.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 11.10 Authority of Administrative Agent to Release Collateral and Liens. Each Lender, each Issuing Bank and each Secured Hedge Provider hereby authorizes the Administrative Agent to release (a) all of the Collateral upon payment in full of all Obligations, (b) any collateral that is permitted to be sold or released pursuant to the terms of the Loan Documents, and (c) any Guarantor from the Guaranty Agreement pursuant to the terms thereof and hereof . Each Lender, each Issuing Bank and each Secured Hedge Provider hereby authorizes the Administrative Agent to execute and deliver to the Borrower, at the Borrower's sole cost and expense, any and all releases of Liens, termination statements, assignments or other documents reasonably requested by the Borrower in connection with any sale or other disposition of Property to the extent such sale or other disposition is permitted by the terms of Section 9.11 or is otherwise authorized by the terms of the Loan Documents.

Section 11.11 The Arranger. The Arranger shall have no duties, responsibilities or liabilities under this Agreement and the other Loan Documents other than its duties, responsibilities and liabilities in its individual capacity as a Lender hereunder to the extent it is a party to this Agreement as a Lender.

ARTICLE XII
Miscellaneous

Section 12.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to Section 12.01(b)), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to the Borrower or any Guarantor, to it at:

Linn Energy Holdco II LLC
600 Travis Street, Suite 5100
Houston, TX 77002
Attention: David Rottino
Telephone: 281-840-4117
Facsimile: 281-840-4189
Electronic Mail: drottino@linnenergy.com

with a copy to:

Linn Energy Holdco LLC
600 Travis Street, Suite 5100
Houston, TX 77002
Attention: Candice Wells, Esq.
Telephone: 281-840-4156
Facsimile: 281-840-4180
Electronic Mail: cwells@linnenergy.com

(ii) if to the Administrative Agent, to it at:

Wells Fargo Bank, National Association
1000 Louisiana Street, 9th Floor
Houston, Texas 77002
Attention: Patrick Fults
Facsimile: (713) 319-1925
Electronic Mail: patrick.j.fults@wellsfargo.com

with a copy to the Administrative Agent at:

Wells Fargo Bank, National Association
MAC D1109-019
1525 West W. T. Harris Blvd.
Charlotte, NC 28262
Attention: Syndication Agency Services
Facsimile: (704) 590-3481
Electronic Mail: N/A

with a copy (which shall not constitute notice) to each of:

Baker & McKenzie LLP
452 Fifth Avenue
New York, New York 10018
Attention: James Donnell, Esq.
Facsimile: (212) 310-1675
Electronic Mail: james.donnell@bakermckenzie.com

and

Baker & McKenzie LLP
300 East Randolph Drive
Chicago, Illinois 60601
Attention: Garry Jaunal, Esq.
Facsimile: (312) 698-2829
Electronic Mail: garry.jaunal@bakermckenzie.com

(iii) if to any other Lender, in their capacity as such, or any other Lender in its capacity as an Issuing Bank, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II, Article III, Article IV and Article V unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

Section 12.02 Waivers; Amendments.

(a) No failure on the part of the Administrative Agent, any other agent, any Issuing Bank or any Lender to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege, or any abandonment or discontinuance of steps to enforce such right, power or privilege, under any of the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under any of the Loan Documents preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the Administrative Agent, any other agent, each Issuing Bank and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by Section 12.02(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any other agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

(b) In each instance subject to Section 4.04(c)(ii), neither this Agreement nor any provision hereof nor any Security Instrument nor any other Loan Document nor any provision thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Majority Lenders or by the Borrower and the Administrative Agent with the written consent of the Majority Lenders; provided that any such waiver, amendment or modification that directly and adversely affects the rights or obligations of only the Revolving Lenders (and not those of the Term Lenders) shall require the consent of the Majority Revolving Lenders, and any such waiver, amendment or modification that directly and adversely affects the rights or obligations of only the Term Lenders (and not those of the Revolving Lenders) shall require the consent of the Majority Term Lenders.

Notwithstanding the foregoing, no such agreement of the Majority Lenders, Majority Revolving Lenders or Majority Term Lenders shall (i) increase the Maximum Credit Amount of any Lender without the written consent of such Lender, (ii) increase, maintain or decrease the Borrowing Base or the Conforming Borrowing Base without the consent or deemed consent of each, applicable, Borrowing Base Required Lender, or modify in any manner Section 2.07 without the consent of each Revolving Lender, (iii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon (other than the waiver of interest at the default rate pursuant to Section 3.02(c), or reduce any fees payable hereunder, or reduce any other Obligations hereunder or under any other Loan Document, without the written consent of each Lender affected thereby, (iv) postpone the scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any interest thereon, or any fees payable hereunder, or any other Obligations hereunder or under any other Loan Document, or reduce the amount of, waive or excuse any such payment, or postpone or extend the Termination Date or the Maturity Date without the written consent of each Lender affected thereby, (v) change Section 2.06(b)(ii), Section 4.01(b), Section 4.01(c) or Section 10.02(c) in a manner that would alter the pro rata reduction of Commitments or the pro rata sharing of payments required thereby, without the written consent of each Lender adversely affected thereby, (vi) waive or amend Section 6.01, or Section 8.13 without the written consent of each Lender, (vii) release any Guarantor (except as set forth in the Guaranty Agreement) or release all or a substantial portion of the collateral (other than as provided in Section 11.10) without written consent of each Lender and each Secured Hedge Provider, or reduce the percentage set forth in Section 8.13(a) to less than ninety percent (90%), without the written consent of each Lender, (viii) modify the terms of clause (b) of the definition of "Obligations", the definition of "Secured Hedge Provider", the definition of "Secured Swap Agreement", Section 10.02(c), Section 12.14, or any of the provisions of Section 12.02(b) without the consent of each Secured Hedge Provider adversely affected thereby, (ix) change any of the provisions of this Section 12.02(b) or the definition of "Majority Lenders", "Majority Revolving Lenders" or "Majority Term Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or under any other Loan Documents or make any determination or grant any consent hereunder or any other Loan Documents, without the written consent of each Lender, or (x) amend or otherwise modify any Security Instrument in a manner that results in the obligations of the Borrower or any Subsidiary owing to any Secured Hedge Provider under any Secured Swap Agreement no longer being secured pursuant to such Security Instrument, without the written consent of such Secured Hedge Provider; provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or any Issuing Bank hereunder or under any other Loan Document without the prior written consent of the Administrative Agent or such Issuing Bank, as the case may be. Notwithstanding the foregoing, any supplement to Schedule 7.14 (Subsidiaries) shall be effective simply by delivering to the Administrative Agent a supplemental Schedule clearly marked as such and, upon receipt, the Administrative Agent will promptly deliver a copy thereof to the Lenders.

(c) No provision of Section 2.09 may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Majority Term Lenders; provided that no such agreement shall (i) increase the Term Loan Commitment of any Term Lender without the written consent of such Term Lender, (ii) reduce the principal amount of any Term Loan or reduce the rate of interest thereon, without the written consent of each Term Lender affected thereby, (iii) extend the termination date of the Term Loan

Commitments, postpone the scheduled date of payment of the principal amount of any Term Loan, or any interest thereon (other than any waiver of interest at the rate required by Section 3.02(c)), or reduce the amount of, waive or excuse any such payment without the written consent of each Term Lender affected thereby, (iv) change any of the provisions of this Section 12.02(c) without the written consent of each Term Lender without the consent of each Term Lender. Each Term Lender acknowledges and agrees that it has no consent or voting rights with respect to waivers, amendments or modifications of this Agreement, any provision hereof, any Security Instrument or any other Loan Document or any provision thereof, except as expressly set forth in this Section 12.02(c) or as expressly set forth with respect to any vote of Majority Lenders pursuant to Section 12.02(b).

(d) For the avoidance of doubt, any amendment, restatement, waiver, consent or other modification that has the effect of increasing the principal amount of the Term Loan, shortening the maturity date or accelerating amortization shall constitute a material change affecting all Lenders and shall require the approval of all Lenders.

(e) Notwithstanding any other provision in this Agreement to the contrary, the Administrative Agent is authorized on the Effective Date to waive delivery of any Security Instrument and perfection of any Liens contemplated thereunder, as set forth in Section 6.01(j), Section 6.01(k), or Section 6.01(l) (but only to the extent such opinions relate to any Security Interests, mortgages or perfection), to a date not later than thirty (30) days after the Effective Date, or such later date as determined in the Administrative Agent's sole discretion.

(f) Notwithstanding any other provision of this Agreement or any other Loan Document to the contrary, this Agreement may not be amended, restated, amended and restated, supplemented, changed or otherwise modified or renewed if the effect of such change would be to (i) increase the Commitment or Maximum Credit Amount, or (ii) extend the Maturity Date, until flood insurance diligence and compliance is reasonably satisfactory to all Lenders.

Section 12.03 Expenses, Indemnity; Damage Waiver.

(a) The Borrower and each other Obligor shall jointly and severally pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent, the Arranger and their Affiliates, including, without limitation, the reasonable fees, charges and disbursements of counsel and other outside consultants for the Administrative Agent, the reasonable travel, photocopy, mailing, courier, telephone and other similar expenses and, in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration (both before and after the execution hereof and including advice of counsel to the Administrative Agent as to the rights and duties of the Administrative Agent and the Lenders with respect thereto) of this Agreement and the other Loan Documents and any amendments, modifications or waivers of or consents related to the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all out-of-pocket costs, expenses, Taxes, assessments and other charges incurred by the Administrative Agent or any Lender in connection with any filing, registration, recording or perfection of any security interest contemplated by this Agreement or any Security Instrument or any other document referred to therein, (iii) all reasonable out-of-pocket expenses incurred by each Issuing Bank in connection with the issuance, amendment, renewal or extension of any

Letter of Credit issued by such Issuing Bank or any demand for payment thereunder, (iv) all out-of-pocket expenses incurred by the Administrative Agent (and its Affiliates) and the Lenders (including (A) the fees, charges and disbursements of counsel to the Administrative Agent and (B) the fees, charges and disbursements of one primary counsel to the Lenders as a group (plus no more than one additional counsel in each jurisdiction that is relevant to such enforcement or protection of rights)) in connection with this Agreement or any other Loan Document or in connection with the Loans made or Letters of Credit issued hereunder, including, without limitation, all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) **THE BORROWER AND EACH OTHER OBLIGOR SHALL JOINTLY AND SEVERALLY INDEMNIFY THE ADMINISTRATIVE AGENT, THE ARRANGER, EACH ISSUING BANK AND EACH LENDER, AND EACH RELATED PARTY OF ANY OF THE FOREGOING PERSONS (EACH SUCH PERSON BEING CALLED AN "INDEMNITEE") AGAINST, AND HOLD EACH INDEMNITEE HARMLESS FROM, ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES AND RELATED EXPENSES, INCLUDING THE REASONABLE AND CUSTOMARY FEES, CHARGES AND DISBURSEMENTS OF ANY COUNSEL FOR ANY INDEMNITEE, INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEE ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF (i) THE EXECUTION OR DELIVERY OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (OTHER THAN EXPENSES IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS DATED OF EVEN DATE HEREWITH, WHICH EXPENSES SHALL ONLY BE PAID BY THE BORROWER TO THE EXTENT PROVIDED IN SECTION 12.03(A)) OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OR THE PARTIES TO ANY OTHER LOAN DOCUMENT OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER OR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR BY ANY OTHER LOAN DOCUMENT, (ii) THE FAILURE OF THE OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES TO COMPLY WITH THE TERMS OF ANY LOAN DOCUMENT, INCLUDING THIS AGREEMENT, OR WITH ANY GOVERNMENTAL REQUIREMENT, (iii) ANY INACCURACY OF ANY REPRESENTATION OR ANY BREACH OF ANY WARRANTY OR COVENANT OF THE BORROWER OR ANY GUARANTOR SET FORTH IN ANY OF THE LOAN DOCUMENTS OR ANY INSTRUMENTS, DOCUMENTS OR CERTIFICATIONS DELIVERED IN CONNECTION THEREWITH, (iv) ANY LOAN OR LETTER OF CREDIT OR THE USE OF THE PROCEEDS THEREFROM, INCLUDING, WITHOUT LIMITATION, (A) ANY REFUSAL BY ANY ISSUING BANK TO HONOR A DEMAND FOR PAYMENT UNDER A LETTER OF CREDIT ISSUED BY SUCH ISSUING BANK IF THE DOCUMENTS PRESENTED IN CONNECTION WITH SUCH DEMAND DO NOT STRICTLY COMPLY WITH THE TERMS OF SUCH LETTER OF CREDIT, OR (B) THE PAYMENT OF A DRAWING UNDER ANY LETTER OF CREDIT NOTWITHSTANDING THE NON-COMPLIANCE, NON-DELIVERY OR OTHER IMPROPER PRESENTATION OF THE DOCUMENTS PRESENTED IN CONNECTION THEREWITH, (v) ANY OTHER ASPECT OF THE LOAN DOCUMENTS, (vi) THE OPERATIONS OF THE BUSINESS OF THE**

OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES BY THE OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES, (vii) ANY ASSERTION THAT THE LENDERS WERE NOT ENTITLED TO RECEIVE THE PROCEEDS RECEIVED PURSUANT TO THE SECURITY INSTRUMENTS, (viii) ANY ENVIRONMENTAL LAW APPLICABLE TO THE BORROWER OR ITS SUBSIDIARIES OR ANY OF THEIR PROPERTIES, INCLUDING WITHOUT LIMITATION, THE PRESENCE, GENERATION, STORAGE, RELEASE, THREATENED RELEASE, USE, TRANSPORT, DISPOSAL, ARRANGEMENT OF DISPOSAL OR TREATMENT OF OIL, OIL AND GAS WASTES, SOLID WASTES OR HAZARDOUS MATERIALS ON ANY OF THEIR PROPERTIES, (ix) THE BREACH OR NON-COMPLIANCE BY THE OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES WITH ANY ENVIRONMENTAL LAW APPLICABLE TO THE OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES, (x) THE PAST OWNERSHIP BY THE OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES OF ANY OF THEIR PROPERTIES OR PAST ACTIVITY ON ANY OF THEIR PROPERTIES WHICH, THOUGH LAWFUL AND FULLY PERMISSIBLE AT THE TIME, COULD RESULT IN PRESENT LIABILITY, (xi) THE PRESENCE, USE, RELEASE, STORAGE, TREATMENT, DISPOSAL, GENERATION, THREATENED RELEASE, TRANSPORT, ARRANGEMENT FOR TRANSPORT OR ARRANGEMENT FOR DISPOSAL OF OIL, OIL AND GAS WASTES, SOLID WASTES OR HAZARDOUS SUBSTANCES ON OR AT ANY OF THE PROPERTIES OWNED OR OPERATED BY THE OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES OR ANY ACTUAL OR ALLEGED PRESENCE OR RELEASE OF HAZARDOUS MATERIALS ON OR FROM ANY PROPERTY OWNED OR OPERATED BY THE OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES, (xii) ANY ENVIRONMENTAL LIABILITY RELATED IN ANY WAY TO THE OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES, OR (xiii) ANY OTHER ENVIRONMENTAL, HEALTH OR SAFETY CONDITION IN CONNECTION WITH THE LOAN DOCUMENTS, (xiv) THE USE BY UNINTENDED RECIPIENTS OF ANY INFORMATION OR OTHER MATERIALS DISTRIBUTED BY IT THROUGH TELECOMMUNICATIONS, ELECTRONIC OR OTHER INFORMATION TRANSMISSION SYSTEM IN CONNECTION WITH THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR (xv) ANY ACTUAL OR PROSPECTIVE CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BROUGHT BY A THIRD PARTY, THE BORROWER OR ANY GUARANTOR, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO, AND SUCH INDEMNITY SHALL EXTEND TO EACH INDEMNITEE NOTWITHSTANDING THE SOLE OR CONCURRENT NEGLIGENCE OF EVERY KIND OR CHARACTER WHATSOEVER, WHETHER ACTIVE OR PASSIVE, WHETHER AN AFFIRMATIVE ACT OR AN OMISSION, INCLUDING WITHOUT LIMITATION, ALL TYPES OF NEGLIGENT CONDUCT IDENTIFIED IN THE RESTATEMENT (SECOND) OF TORTS OF ONE OR MORE OF THE INDEMNITEES OR BY REASON OF STRICT LIABILITY IMPOSED WITHOUT FAULT ON ANY ONE OR MORE OF THE INDEMNITEES; PROVIDED THAT SUCH INDEMNITY SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES,

LIABILITIES OR RELATED EXPENSES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE, AND PROVIDED FURTHER THAT THE INDEMNITY SET FORTH HEREIN SHALL NOT APPLY TO DISPUTES SOLELY BETWEEN LENDERS UNLESS SUCH DISPUTE RESULTS FROM ANY CLAIM ARISING OUT OF ANY REQUEST, ACT OR OMISSION ON THE PART OF THE BORROWER OR ANY GUARANTOR OR AGAINST THE ARRANGER, ANY AGENT OR ANY ISSUING BANK IN ITS CAPACITY AS SUCH, IN EACH CASE, IN CONNECTION WITH THE LOAN DOCUMENTS. WITH RESPECT TO THE OBLIGATION TO REIMBURSE AN INDEMNITEE FOR FEES, CHARGES AND DISBURSEMENTS OF COUNSEL, EACH INDEMNITEE AGREES THAT ALL INDEMNITEES WILL AS A GROUP UTILIZE ONE PRIMARY COUNSEL (PLUS NO MORE THAN ONE ADDITIONAL COUNSEL IN EACH JURISDICTION WHERE A PROCEEDING THAT IS THE SUBJECT MATTER OF THE INDEMNITY IS LOCATED) UNLESS (1) THERE IS A CONFLICT OF INTEREST AMONG INDEMNITEES, (2) DEFENSES OR CLAIMS EXIST WITH RESPECT TO ONE OR MORE INDEMNITEES THAT ARE NOT AVAILABLE TO ONE OR MORE OTHER INDEMNITEES OR (3) SPECIAL COUNSEL IS REQUIRED TO BE RETAINED AND THE BORROWER CONSENTS TO SUCH RETENTION.

(c) To the extent that the Borrower fails to pay any amount required to be paid by it to such (i) Administrative Agent under Section 12.03(a) or (b), each Lender severally agrees to pay to such Administrative Agent such Lender's pro rata share (determined by dividing (A) the sum of such Lender's Maximum Credit Amount and principal amount of Term Loans outstanding by (B) the sum of the Aggregate Maximum Credit Amounts and the aggregate principal amount of Term Loans outstanding as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against such Administrative Agent in its capacity as such or (ii) Issuing Bank under Section 12.03(a) or (b), each Revolving Lender severally agrees to pay to such Issuing Bank such Revolving Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against such Issuing Bank in its capacity as such. For the avoidance of doubt, the parties hereto acknowledge and agree that a claim for indemnity under Section 12.03(a), to the extent covered thereby, is a claim of direct or actual damages and nothing contained in the foregoing sentence shall limit the Obligors' indemnification obligations to the extent special, indirect, consequential or punitive damages are included in any third party claim in connection with which such Indemnitee is otherwise entitled to indemnification hereunder.

(d) **TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ANY PARTY HERETO NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS SHALL ASSERT, AND EACH HEREBY WAIVES, ANY CLAIM AGAINST ANY OTHER SUCH PERSON, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF,**

IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE TRANSACTIONS, ANY LOAN OR LETTER OF CREDIT OR THE USE OF THE PROCEEDS THEREOF. FOR THE AVOIDANCE OF DOUBT, NOTHING HEREIN SHALL LIMIT OR BE DEEMED TO LIMIT THE OBLIGORS' OBLIGATION TO INDEMNIFY THE INDEMNITEE'S FOR ANY SUCH CLAIMS BROUGHT BY THIRD PARTIES.

(e) All amounts due under this Section 12.03 shall be payable within ten (10) Business Days of written demand therefor attaching the relevant invoices and/or a certificate, in each case setting forth the basis for such demand in reasonable detail.

Section 12.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void), (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 12.04 or as required under Section 5.04(b), and (iii) no Lender may assign to the Borrower or any other Obligor or their respective Subsidiaries, or an Affiliate of the Borrower or any other Obligor or their respective Subsidiaries, or a Defaulting Lender or an Affiliate of a Defaulting Lender all or any portion of such Lender's rights and obligations under the Agreement or all or any portion of its Commitments or the Loans owing to it hereunder. During the Non-Conforming Period, no Revolving Lender may separately assign its Revolving Loan Exposure or Revolving Loan Commitments with respect to the Conforming Borrowing Base Loans and the Non-Conforming Borrowing Base Loans. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in Section 12.04(c)) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, each Issuing Bank and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in Section 12.04(b)(ii), any Lender may assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of:

(A) the Borrower, provided that no consent of the Borrower shall be required if such assignment is to a Lender or an Affiliate of a Lender, an Approved Fund or, if an Event of Default has occurred and is continuing, is to any other assignee, provided further that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within 5 Business Days after having received notice thereof; and

(B) the Administrative Agent, provided that no consent of the Administrative Agent shall be required for an assignment to an assignee that is a Lender or any Affiliate of a Lender or an Approved Fund, immediately prior to giving effect to such assignment.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $5,000,000 unless each of the Borrower and the Administrative Agent otherwise consent, provided that no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500;

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; and

(E) no assignment shall be made to a natural Person, or to any holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person.

(iii) Notwithstanding any other provision of this Agreement to the contrary, the Borrower may purchase the Term Loans from any Term Loan Lender in the open secondary market; provided that such purchased Term Loan shall be immediately cancelled and retired; provided further, no such purchase shall be permitted by the Borrower using proceeds of Revolving Loans and after giving effect to such purchase on a pro forma basis, the amount available for borrowing under the Borrowing Base, or during the Non-Conforming Period, the Conforming Borrowing Base, shall not be less than twenty percent (20%) of the Borrowing Base then in effect, or during the Non-Conforming Period, the Conforming Borrowing Base then in effect.

(iv) Subject to Section 12.04(b)(ii) and the acceptance and recording thereof, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement,

and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Section 5.01, Section 5.02, Section 5.03 and Section 12.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 12.04(c).

(v) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Maximum Credit Amount of, and principal amount of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive (absent manifest error), and the Borrower, the Administrative Agent, each Issuing Bank and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, any Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice. In connection with any changes to the Register, if necessary, the Administrative Agent will reflect the revisions on Annex II and forward a copy of such revised Annex II to the Borrower, each Issuing Bank and each Lender.

(vi) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in this Section 12.04(b) and any written consent to such assignment required by this Section 12.04(b), the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this Section 12.04(b).

(c) (i) Any Lender may, without the consent of the Borrower the Administrative Agent or any Issuing Bank, sell participations to one or more banks or other entities that are not an Affiliate of the Borrower or any other Obligor (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent, each Issuing Bank and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that (x) any such Revolving Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 12.02(b) that affects such Participant and (y) any such

Term Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the proviso to Section 12.02(c) that affects such Participant. In addition such agreement must provide that the Participant be bound by the provisions of Section 12.11. Subject to Section 12.04(c)(ii), the Borrower agrees that each Participant shall be entitled to the benefits of Section 5.01, Section 5.02 and Section 5.03 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 12.04(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 12.08 as though it were a Lender, provided such Participant agrees to be subject to Section 4.01(c) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(ii) A Participant shall not be entitled to receive any greater payment under Section 5.01 or Section 5.03 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 5.03 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 5.03(e) as though it were a Lender.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank having jurisdiction over such Lender, and this Section 12.04(d) shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

Section 12.05 Survival; Revival; Reinstatement.

(a) All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement

and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any other agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Section 5.01, Section 5.02, Section 5.03, Section 12.03, Section 12.11 and Article XI shall survive and remain in full force and effect regardless of the consummation of the Transactions, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement, any other Loan Document or any provision hereof or thereof.

(b) To the extent that any payments on the Obligations or proceeds of any collateral are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver or other Person under any bankruptcy law, common law or equitable cause, then to such extent, the Obligations so satisfied shall be revived and continue as if such payment or proceeds had not been received and the Administrative Agent's and the Lenders' Liens, security interests, rights, powers and remedies under this Agreement and each Loan Document shall continue in full force and effect. In such event, each Loan Document shall be automatically reinstated and the Borrower shall take such action as may be reasonably requested by the Administrative Agent and the Lenders to effect such reinstatement.

Section 12.06 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

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

(c) Except as provided in Section 6.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, facsimile, as an attachment to an email or other similar electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 12.07 Severability. Any provision of this Agreement or any other Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof or thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 12.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations (of whatsoever kind, including, without limitation, obligations under Swap Agreements) at any time owing by such Lender or Affiliate to or for the credit or the account of the Obligors or their respective Subsidiaries against any of and all the obligations of the Obligors or their respective Subsidiaries owed to such Lender now or hereafter existing under this Agreement or any other Loan Document, irrespective of whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations may be unmatured. Each Lender or its Affiliate agrees to promptly notify the Borrower and the Administrative Agent after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of each Lender under this Section 12.08 are in addition to other rights and remedies (including other rights of setoff) which such Lender or its Affiliates may have.

Section 12.09 GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS.

(a) THIS AGREEMENT AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS EXCEPT TO THE EXTENT THAT UNITED STATES FEDERAL LAW PERMITS ANY LENDER TO CONTRACT FOR, CHARGE, RECEIVE, RESERVE OR TAKE INTEREST AT THE RATE ALLOWED BY THE LAWS OF THE STATE WHERE SUCH LENDER IS LOCATED. CHAPTER 346 OF THE TEXAS FINANCE CODE (WHICH REGULATES CERTAIN REVOLVING CREDIT LOAN ACCOUNTS AND REVOLVING TRI-PARTY ACCOUNTS) SHALL NOT APPLY TO THIS AGREEMENT OR THE NOTES.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THE LOAN DOCUMENTS SHALL BE BROUGHT IN THE COURTS OF THE STATE OF TEXAS OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS FOR ITSELF AND (TO THE EXTENT PERMITTED BY LAW) IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE

GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. THIS SUBMISSION TO JURISDICTION IS NON-EXCLUSIVE AND DOES NOT PRECLUDE A PARTY FROM OBTAINING JURISDICTION OVER ANOTHER PARTY IN ANY COURT OTHERWISE HAVING JURISDICTION.

(c) EACH PARTY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO IT AT THE ADDRESS SPECIFIED IN SECTION 12.01 OR SUCH OTHER ADDRESS AS IS SPECIFIED PURSUANT TO SECTION 12.01 (OR ITS ASSIGNMENT AND ASSUMPTION), SUCH SERVICE TO BECOME EFFECTIVE THIRTY (30) DAYS AFTER SUCH MAILING. NOTHING HEREIN SHALL AFFECT THE RIGHT OF A PARTY OR ANY HOLDER OF A NOTE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANOTHER PARTY IN ANY OTHER JURISDICTION.

(d) **EACH PARTY HEREBY (i) IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN; (ii) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; (iii) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OF COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS, AND (iv) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 12.09.**

Section 12.10 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 12.11 Confidentiality. Each of the Administrative Agent, each Issuing Bank and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Related Parties' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority or self-regulatory body, (c) to the extent required by applicable laws or

regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement or any other Loan Document, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 12.11, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any Swap Agreement relating to the Borrower and their obligations, (g) with the consent of the Borrower, (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 12.11 or (ii) becomes available to the Administrative Agent, any Issuing Bank or any Lender on a nonconfidential basis from a source other than the Borrower, or (i) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender. For the purposes of this Section 12.11, "Information" means all information received from the Obligors or their respective Subsidiaries relating to the Obligors or their respective Subsidiaries and their businesses, other than any such information that is available to the Administrative Agent, any Issuing Bank or any Lender on a nonconfidential basis prior to disclosure by the Obligors or their respective Subsidiaries; provided that, in the case of information received from the Borrower, or any of its Subsidiaries after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 12.11 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each Lender acknowledges that information furnished to it pursuant to this Agreement or the other Loan Documents may include material non-public information concerning the Borrower and its Affiliates and their Related Parties or their respective securities, and confirms that it has developed compliance procedures regarding the use of material non-public information and agrees that it will handle such material non-public information in accordance with those procedures and applicable law, including federal and state securities laws.

All information, including requests for waivers and amendments, furnished by the Borrower or the Administrative Agent pursuant to, or in the course of administering, this Agreement or the other Loan Documents will be syndicate-level information, which may contain material non-public information about the Borrower and its Affiliates and their Related Parties or their respective securities. Accordingly, each Lender represents to the Borrower and the Administrative Agent that it has identified in its Administrative Questionnaire a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including federal and state securities laws.

Section 12.12 Interest Rate Limitation. It is the intention of the parties hereto that each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the Transactions would be usurious as to any Lender under laws applicable to it (including the laws of the United States of America and the State of Texas or any other jurisdiction whose laws may be mandatorily applicable to such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in any of the Loan Documents or

any agreement entered into in connection with or as security for the Loans, it is agreed as follows: (a) the aggregate of all consideration which constitutes interest under law applicable to any Lender that is contracted for, taken, reserved, charged or received by such Lender under any of the Loan Documents or agreements or otherwise in connection with the Loans shall under no circumstances exceed the maximum amount allowed by such applicable law, and any excess shall be canceled automatically and if theretofore paid shall be credited by such Lender on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Lender to the Borrower); and (b) in the event that the maturity of the Loans is accelerated by reason of an election of the holder thereof resulting from any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall be canceled automatically by such Lender as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Lender on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Lender to the Borrower). All sums paid or agreed to be paid to any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Lender, be amortized, prorated, allocated and spread throughout the stated term of the Loans until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (i) the amount of interest payable to any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Lender pursuant to this Section 12.12 and (ii) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Lender would be less than the amount of interest payable to such Lender computed at the Highest Lawful Rate applicable to such Lender, then the amount of interest payable to such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Lender until the total amount of interest payable to such Lender shall equal the total amount of interest which would have been payable to such Lender if the total amount of interest had been computed without giving effect to this Section 12.12. To the extent that Chapter 303 of the Texas Finance Code is relevant for the purpose of determining the Highest Lawful Rate applicable to a Lender, such Lender elects to determine the applicable rate ceiling under such Chapter by the weekly ceiling from time to time in effect. Chapter 346 of the Texas Finance Code does not apply to the Borrower's obligations hereunder. The Loans are not primarily for personal, family or household use.

Section 12.13 EXCULPATION PROVISIONS. EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS; THAT IT HAS IN FACT READ THIS AGREEMENT AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS; AND HAS RECEIVED THE ADVICE OF ITS ATTORNEY

IN ENTERING INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS; AND THAT IT RECOGNIZES THAT CERTAIN OF THE TERMS OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS."

Section 12.14 Collateral Matters; Swap Agreements. The benefit of the Security Instruments and of the provisions of this Agreement relating to any collateral securing the Obligations shall also extend to and be available to each Secured Hedge Provider on a pro rata basis in respect of any obligations of the Obligors or their respective Subsidiaries owed to such Secured Hedge Provider under any Secured Swap Agreement. Except as set forth in Section 12.02(b)(viii) and (xi), no Secured Hedge Provider shall have any voting rights under any Loan Document as a result of the existence of obligations owed to it under any Secured Swap Agreement.

Section 12.15 No Third Party Beneficiaries. This Agreement, the other Loan Documents, and the agreement of the Lenders to make Loans and the Issuing Bank to issue, amend, renew or extend Letters of Credit hereunder are solely for the benefit of the Borrower, and no other Person (including, without limitation, any Subsidiary of the Borrower, any obligor, contractor, subcontractor, supplier or materialsman) shall have any rights, claims, remedies or privileges hereunder or under any other Loan Document against the Administrative Agent, any other agent, the Issuing Bank or any Lender for any reason whatsoever. There are no third party beneficiaries.

Section 12.16 USA Patriot Act Notice. Each Lender hereby notifies the Borrower and other Obligors that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Patriot Act.

Section 12.17 No Fiduciary Duty. The Administrative Agent, each Lender and their Affiliates (collectively, solely for purposes of this paragraph, the "Lenders"), may have economic interests that conflict with those of the Borrower and the Guarantors, their respective stockholders and/or their affiliates. The Borrower agrees that nothing in the Loan Documents and nothing in connection with the transactions related thereto will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and the Borrower and any Guarantor, its stockholders or its affiliates, on the other. The Borrower acknowledges and agrees that (a) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lenders, on the one hand, and the Borrower on the other, and (b) in connection therewith and with the process leading thereto, (i) no Lender has assumed an advisory or fiduciary responsibility in favor of the Borrower or any Guarantor, its

stockholders or its Affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise the Borrower or any Guarantor, its stockholders or its Affiliates on other matters) or any other obligation to the Borrower or any Guarantor except the obligations expressly set forth in the Loan Documents and (ii) each Lender is acting solely as principal and not as the agent or fiduciary of the Borrower or any Guarantor, its management, stockholders, creditors or any other Person. The Borrower acknowledges and agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. The Borrower agrees that it will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Borrower or any Guarantor, in connection with such transaction or the process leading thereto.

Section 12.18 Flood Insurance Provisions.

(a) Notwithstanding any provision in this Agreement or any other Loan Document to the contrary, except as set forth on Annex IV Schedule of Mortgaged Structures (all of which shall be Mortgaged Property and a "Mortgaged Structure", including the structures so listed on Annex IV), as amended from time to time by the Administrative Agent, in no event is any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Mortgaged Property" and no Building or Manufactured (Mobile) Home is hereby encumbered by this Agreement or any other Loan Document; provided, that notwithstanding any other provision of this Agreement or any other Loan Document, if any Lender delivers to the Administrative Agent a written notice (an "Opt Out Notice"), no Mortgaged Structure included as part of any Security Instrument filed after the date of such Opt Out Notice, shall be, or be deemed to be Collateral of such Lender, and such Lender shall not be a secured party with respect to such Mortgaged Structure, and the Administrative Agent in its capacity as trustee under any Security Instrument shall not be deemed to act for such Lender as a secured party with respect to such Mortgaged Structure until such time, which shall not be a date more than 45 days after the delivery of such Opt Out Notice, as such Lender shall deliver written notice to the Administrative Agent that such Lender has completed due diligence and concluded that compliance with flood insurance and other requirements pursuant to Flood Insurance Regulations with respect to such Mortgaged Structure are satisfactory to such Lender and such Lender has elected to be a secured party with respect to such Mortgaged Structure; provided further, that upon delivery of such notice, such Lender shall automatically be included as a secured party with respect to such Mortgaged Structure. As used herein, "Flood Insurance Regulations" means (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time and (iv) the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder and (v) the Biggert-Waters Flood Reform Act of 2012 and any regulations promulgated thereunder.

(b) The Administrative Agent has adopted internal policies and procedures that address requirements placed on federally regulated Lenders under the Flood Insurance Regulations. The Administrative Agent will post on the applicable electronic platform (or otherwise distribute to each Lender in the syndicate) documents that it receives in connection with the Flood Insurance Regulations. However, the Administrative Agent reminds each Lender and participant in the facility that, pursuant to the Flood Insurance Regulations, each federally regulated Lender (whether acting as a Lender or participant in the facility) is responsible for assuring its own compliance with the flood insurance requirements.

Section 12.19 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by: (a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and (b) the effects of any Bail-in Action on any such liability, including, if applicable: (i) a reduction in full or in part or cancellation of any such liability; (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or (iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

Section 12.20 Releases.

(a) Full Release. Upon the request of the Borrower, if (i) all Indebtedness secured hereby shall have been indefeasibly paid in full (other than indemnities and other contingent obligations not then due and payable and as to which no claim has been made as of the time of determination), (ii) all Letters of Credit shall have expired, terminated or other arrangements satisfactory to the Administrative Agent and the Issuing Bank shall have been made, (iii) all Secured Swap Agreements shall have been paid in full or other arrangements satisfactory to the Administrative Agent and the Secured Hedge Provider shall have been made, (iv) commitments of the Lenders under the Loan Documents shall have been terminated and (iv) this Agreement and the other Loan Documents shall have been terminated (other than those provisions that by their terms survive termination), the Administrative Agent at the request and sole expense of Grantors shall execute and deliver or cause to be executed and delivered such instruments as may be necessary to evidence the release of the Liens granted pursuant to the Security Instruments.

(b) Partial Release. If any of the Collateral shall be sold, transferred, conveyed or otherwise disposed of by the Borrower or any Subsidiary Guarantor in a transaction with a non-Affiliate third party permitted by the Loan Documents (other than any sale, transfer, conveyance, transfer of other disposition to the Borrower or another Guarantor), then upon written request delivered to the Administrative Agent, the Administrative Agent, at the sole

expense of the Borrower and the applicable Subsidiary Guarantor, shall promptly execute and deliver to the Borrower or such Subsidiary Guarantor all releases, termination statements and/or other documents reasonably necessary or desirable to evidence the release of Liens created under the applicable Loan Documents; provided that the Borrower shall have delivered to the Administrative Agent a written request for release, termination statements and other documents identifying the Borrower or such Subsidiary Guarantor together with a certification by the Borrower stating (x) that such transaction is in compliance with this Agreement and the other Loan Documents, and (y) no Collateral other than the Collateral required to be released is being released. At the written request and sole expense of the Borrower, the Administrative Agent is authorized to release a Guarantor from its obligations under the Loan Documents (including, without limitation, any guarantee under the Guaranty Agreement) in the event that all the capital stock or other Equity Interests of such Guarantor shall be sold, transferred, conveyed, associated or otherwise disposed of in a transaction permitted by the Loan Documents, and such Equity Interests shall be released from the Liens created under the Security Instruments, and the Administrative Agent, at the sole expense of the Borrower and the applicable Guarantor, shall promptly execute and deliver to the Borrower or such Guarantor all releases, termination statements and/or other documents reasonably necessary or desirable to evidence such release; provided that the Borrower shall have delivered to the Administrative Agent a written request for release identifying the relevant Guarantor together with a certification by the Borrower stating (x) that such transaction is in compliance with this Agreement and the other Loan Documents, and (y) no Guarantor or Collateral other than the Guarantor or Collateral required to be released is being released.

[Remainder of Page Intentionally Left Blank - Signature Pages Follow]

LINN ENERGY HOLDCO LLC
LINN ENERGY, INC.
LINN ENERGY HOLDCO II LLC
LINN OPERATING, LLC
LINN ENERGY HOLDINGS, LLC
LINN MIDWEST ENERGY LLC
LINN MIDSTREAM, LLC
LINN MARKETING, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent and a Lender

By: /s/ Patrick J. Fults

Name: Patrick J. Fults

Title: Director

BANK OF MONTREAL

By: /s/ James V. Ducote
Name: James V. Ducote
Title: Managing Director

AG ENERGY FUNDING, LLC

By: /s/ Todd Dittmann
Name: Todd Dittmann
Title: Authorized Person

ROYAL BANK OF CANADA

By: /s/ Leslie P. Vowell
Name: Leslie P. Vowell
Title: Attorney-in-Fact

BNP PARIBAS

By: /s/ Sriram Chandrasekaran
Name: Sriram Chandrasekaran
Title: Director

By: /s/ Vincent Trapet
Name: Vincent Trapet
Title: Director

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH

By: /s/ Charles D. Mulkeen
Name: Charles D. Mulkeen
Title: Executive Director

KEYBANK NATIONAL ASSOCIATION

By: /s/ John Dravenstott
Name: John Dravenstott
Title: Vice President

WHITNEY BANK

By: /s/ Liana Tchernysheva
Name: Liana Tchernysheva
Title: Senior Vice President

CREDIT SUISSE AG, CAYMAN ISLAND BRANCH

By: /s/ Bryan J. Matthews
Name: Bryan J. Matthews
Title: Authorized Signatory

By: /s/ Peter J. Winstanley
Name: Peter J. Winstanley
Title: Authorized Signatory

ASSOCIATED BANK, N.A.

By: /s/ Brett P. Stone
Name: Brett P. Stone
Title: Senior Vice President

ING CAPITAL LLC

By: /s/ Juli Bieser
Name: Juli Bieser
Title: Managing Director

By: /s/ Charles Hall
Name: Charles Hall
Title: Managing Director

TORONTO DOMINION (NEW YORK) LLC

By: /s/ Annie Dorval
Name: Annie Dorval
Title: Authorized Signatory

MACQUARIE BANK LIMITED

By: /s/ Ian Steddon
Name: Ian Steddon
Title: Division Director

By: /s/ Andrew Mitchell
Name: Andrew Mitchell
Title: Division Director

POA Ref: #2090 dated 26 November 2015 expiring 30 November 2017, signed in London

SUNTRUST BANK

By: /s/ William S. Krueger
Name: William S. Krueger
Title: First Vice President

U.S. BANK NATIONAL ASSOCIATION

By: /s/ James P. Cecil
Name: James P. Cecil
Title: Vice President

PNC BANK NATIONAL ASSOCIATION

By: /s/ John Ataman
Name: John Ataman
Title: Senior Vice President

THE HUNTINGTON NATIONAL BANK

By: /s/ Stephen Hoffman
Name: Stephen Hoffman
Title: Managing Director

CARGILL, INCORPORATED

By: /s/ Tyler R. Smith
Name: Tyler R. Smith
Title: Authorized Signer

CITIBANK, N.A.

By: /s/ Sugam Mehta
Name: Sugam Mehta
Title: Vice President

COMPASS BANK

By: /s/ Rachel Festervand
Name: Rachel Festervand
Title: Sr. Vice President

FIFTH THIRD BANK

By: /s/ David R. Garcia
Name: David R. Garcia
Title: Vice President

GSO CHURCHILL PARTNERS LP
By: GSO Churchill Associates LLC

GSO CREDIT ALPHA FUND LP
By: GSO Credit Alpha Associates LLC

GSO ENERGY MARKET OPPORTUNITY FUND LP
By: GSO Energy Market Opportunities Associates LLC

GSO HARRINGTON CREDIT ALPHA FUND (CAYMAN) L.P.
By: GSO Harrington Credit Alpha Associates L.L.C.

GSO ENERGY SELECT OPPORTUNITIES FUND LP
BY: GSO ENERGY SELECT OPPORTUNIEIES ASSOCIATES LLC

GSO PALMETTO OPPORTUNISTIC INVESTMENT PARTNERS LP
BY: GSO PALMETTO OPPORTUNISTIC ASSOCIATES LLC

By: /s/ Marisa Beeney
Name: Marisa Beeney
Title: Authorized Person

UBS AG, STAMFORD BRANCH

By: /s/ Houssem Daly
Name: Houssem Daly
Title: Associate Director

By: /s/ Darlene Arias
Name: Darlene Arias
Title: Director

BARCLAYS BANK PLC

By: /s/ Christopher Aitkin
Name: Christopher Aitkin
Title: Assistant Vice President

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK

By: /s/ Kathleen Sweeney
Name: Kathleen Sweeney
Title: Managing Director

By: /s/ Pierre-Alain Bennaim
Name: Pierre-Alain Bennaim
Title: Managing Director

THE BANK OF NOVA SCOTIA

By: /s/ Marc Graham
Name: Marc Graham
Title: Director

CITIZENS BANK, N.A.

By: /s/ David W. Stack
Name: David W. Stack
Title: Senior Vice President

SUMITOMO MITSUI BANKING CORPORATION

By: /s/ Ryo Suzuki
Name: Ryo Suzuki
Title: General Manager

JPMORGAN CHASE BANK, N.A.

By: /s/ Anson Williams
Name: Anson Williams
Title: Authorized Signatory

BANK OF AMERICA, N.A.

By: /s/ Margaret Sang
Name: Margaret Sang
Title: Vice President

MORGAN STANLEY BANK, N.A.

By: /s/ Matthew T. Meyers
Name: Matthew T. Meyers
Title: Authorized Signatory

COMERICA BANK

By: /s/ Chad Stephenson
Name: Chad Stephenson
Title: Vice President

DNB CAPITAL LLC

By: /s/ Byron Cooley
Name: Byron Cooley
Title: Senior Vice President

By: /s/ Robert Dupree
Name: Robert Dupree
Title: Senior Vice President

ABN AMRO CAPITAL USA LLC

By: /s/ Darrell Holley
Name: Darrell Holley
Title: Managing Director

By: /s/ Elizabeth Johnson
Name: Elizabeth Johnson
Title: Director

CAPITAL ONE, NATIONAL ASSOCIATION

By: /s/ Mason McGurrin
Name: Mason McGurrin
Title: Managing Director

BANK OF AMERICA, N.A.

By: /s/ Edna Aguilar Mitchell
Name: Edna Aguilar Mitchell
Title: Director

MIZUHO BANK LTD.

By: /s/ Leon Mo
Name: Leon Mo
Title: Authorized Signatory

DEUTSCHE BANK AG NEW YORK BRANCH

By: /s/ Anca Trifau
Name: Anca Trifau
Title: Managing Director

By: /s/ Peter Cucchiara
Name: Peter Cucchiara
Title: Vice President

BP ENERGY COMPANY

By: /s/ Timothy Yee
Name: Timothy Yee
Title: Attorney-in-Fact

GOLDMAN SACHS LENDING PARTNERS LLC

By: /s/ Josh Rosenthal
Name: Josh Rosenthal
Title: Authorized Signatory

NEXTERA ENERGY MARKETING, LLC

By: /s/ Craig Shapiro
Name: Craig Shapiro
Title: Vice President & Managing Director

SOCIETE GENERALE

By: /s/ Max Sonnonstine
Name: Max Sonnonstine
Title: Director

NATIXIS

By: /s/ Brice Le Foyer
Name: Brice Le Foyer
Title: Director

By: /s/ Tim Polvado
Name: Tim Polvado
Title: Managing Director

AMTRUST INTERNATIONAL INSURANCE

By: /s/ Harry Schlachter
Name: Harry Schlachter
Title: Senior Vice President Finance

NATIONAL GENERAL REINSURANCE

By: /s/ Peter Rendall
Name: Peter Rendall
Title: Chief Operating Officer and Treasurer

GSO CAPITAL SOLUTIONS FUND II (Luxembourg) S.àr.l.

By: /s/ JC Koch
Name: JC Koch
Title: Manager A

By: /s/ William Foot
Name: William Foot
Title: Manager B

MORGAN STANLEY SENIOR FUNDING, INC.

By: /s/ Richard Vandermass
Name: Richard Vandermass
Title: Managing Director

GUGGENHEIM ENERGY & INCOME FUND
By: Guggenheim Partners Investment Management, LLC as Sub-Adviser

By: /s/ Kevin M. Robinson
Name: Kevin M. Robinson
Title: Attorney-in-Fact

GUGGENHEIM FUNDS TRUST-GUGGENHEIM MACRO OPPORTUNITIES FUND
By: Guggenheim Partners Investment Management, LLC as Investment Adviser

By: /s/ Kevin M. Robinson
Name: Kevin M. Robinson
Title: Attorney-in-Fact

MAVERICK ENTERPRISES, INC.
By: Guggenheim Partners Investment Management, LLC as Investment Manager

By: /s/ Kevin M. Robinson
Name: Kevin M. Robinson
Title: Attorney-in-Fact

NZC GUGGENHEIM MASTER FUND LIMITED
By: Guggenheim Partners Investment Management, LLC as Manager

By: /s/ Kevin M. Robinson
Name: Kevin M. Robinson
Title: Attorney-in-Fact

ANNEX I

SCHEDULE OF SUBSIDIARY GUARANTORS

Legal Name	Jurisdiction and Entity Type
Linn Operating, LLC	Delaware limited liability company
Linn Midstream, LLC	Delaware limited liability company
Linn Energy Holdings, LLC	Delaware limited liability company
Linn Midwest Energy LLC	Delaware limited liability company
Linn Marketing, LLC	Delaware limited liability company

ANNEX II

SCHEDULE OF MAXIMUM CREDIT AMOUNTS

Maximum Credit Amounts
as of the Effective Date

Name of Lender	Applicable Percentage	Maximum Credit Amount
Wells Fargo Bank, N.A.	6.37%	$89,189,325.00
ABN AMRO Capital USA LLC	2.38%	$33,301,113.68
AG Energy Funding LLC	0.98%	$13,665,679.62
AmTrust International Insurance	0.26%	$ 3,596,501.33
Associated Bank, N.A.	0.74%	$10,334,523.97
Bank of America	3.94%	$55,172,517.59
Bank of Montreal	3.61%	$50,572,388.96
Barclays Bank PLC - US	4.25%	$59,538,978.67
BNP Paribas	2.32%	$32,483,294.85
BP Energy Company	0.11%	$ 1,494,431.62
Capital One, N.A.	3.08%	$43,100,230.90
Cargill, Incorporated	0.11%	$ 1,494,431.62
CIBC Inc.	3.41%	$47,710,023.08
Citibank	4.25%	$59,538,978.67
Citizens Bank FKA RBS Citizens	1.20%	$16,838,666.09
Comerica	2.32%	$32,483,294.85
Compass Bank	2.93%	$41,055,683.84
Credit Agricole Corporate	4.25%	$59,538,978.67
Credit Suisse Cayman Islands	3.52%	$49,316,243.35
Deutsche Bank AG, New York Branch	2.79%	$39,011,136.78
DNB Capital	3.08%	$43,100,230.90
Fifth Third Bank	1.28%	$17,933,179.40
Goldman Sachs Lending Partners	0.11%	$ 1,494,431.62
GSO Capital Solutions Fund II Lux.	0.56%	$ 7,811,122.53
GSO Churchill Partners LP	0.01%	$ 155,303.75

Name of Lender	Applicable Percentage	Maximum Credit Amount
GSO Credit Alpha Fund LP	0.09%	$ 1,268,678.54
GSO Energy Market Opp. Fund LP	0.33%	$ 4,676,611.59
GSO Energy Select Opp. Fund LP	0.55%	$ 7,651,444.03
GSO Harrington Credit Alpha KY	0.01%	$ 155,303.75
GSO Palmetto Opportunistic Inv	0.01%	$ 155,303.75
Guggenheim Funds Trust	0.10%	$ 1,348,688.00
Guggenheim Energy & Income Fund	0.10%	$ 1,366,670.51
ING Capital LLC	3.08%	$43,100,230.90
JPMorgan Chase	2.79%	$39,011,136.78
KeyBank, N.A.	1.07%	$14,944,316.17
Macquarie Bank Limited	0.11%	$ 1,494,431.62
Maverick Enterprises Inc.	0.09%	$ 1,221,785.01
Mizuho Bank	1.07%	$14,944,316.17
Morgan Stanley Bank, N.A.	0.11%	$ 1,494,431.62
Morgan Stanley Senior	0.97%	$13,602,542.63
National General Reinsurance	0.26%	$ 3,596,501.33
Natixis	2.03%	$28,394,200.73
Nextera Energy Power Marketing	0.11%	$ 1,494,431.62
NZC Guggenheim Master Fund	0.69%	$ 9,728,536.10
PNC Bank	1.07%	$14,944,316.17
Royal Bank of Canada US	5.64%	$78,981,298.40
Societe Generale-NY	2.79%	$39,011,136.78
Sumitomo Mitsui Banking Corporation	2.38%	$33,301,113.68
Suntrust	2.79%	$39,011,136.78
The Bank of Nova Scotia	3.41%	$47,710,023.08
The Huntington National Bank	0.53%	$ 7,472,158.07
Toronto Dominion (New York)	2.40%	$33,572,090.56
UBS AG Stamford	3.52%	$49,316,243.35
US Bank, N.A.	3.08%	$43,100,230.90
Whitney Bank	1.00%	$14,000,000.00
TOTAL	**100%**	**$1,400,000,000**

ANNEX III

SCHEDULE OF TERM LOAN COMMITMENTS

Term Loan Commitments
as of the Effective Date

Name of Lender	Term Loan Commitment
Wells Fargo Bank, N.A.	$ 19,111,998.22
ABN AMRO Capital USA LLC	$ 7,135,952.93
AG Energy Funding LLC	$ 2,928,359.92
AmTrust International Insurance	$ 770,678.86
Associated Bank, N.A.	$ 2,214,540.85
Bank of America	$ 11,822,682.34
Bank of Montreal	$ 10,836,940.49
Barclays Bank PLC - US	$ 12,758,352.57
BNP Paribas	$ 6,960,706.04
BP Energy Company	$ 320,235.35
Capital One, N.A.	$ 9,235,763.76
Cargill, Incorporated	$ 320,235.35
CIBC Inc.	$ 10,223,576.37
Citibank	$ 12,758,352.57
Citizens Bank FKA RBS Citizens	$ 3,608,285.59
Comerica	$ 6,960,706.04
Compass Bank	$ 8,797,646.54
Credit Agricole Corporate	$ 12,758,352.57
Credit Suisse Cayman Islands	$ 10,567,766.43
Deutsche Bank AG, New York Branch	$ 8,359,529.31
DNB Capital	$ 9,235,763.76
Fifth Third Bank	$ 3,842,824.16
Goldman Sachs Lending Partners	$ 320,235.35
GSO Capital Solutions Fund II Lux.	$ 1,673,811.97
GSO Churchill Partners LP	$ 33,279.38

Name of Lender		Term Loan Commitment
GSO Credit Alpha Fund LP	$	271,859.69
GSO Energy Market Opp. Fund LP	$	1,002,131.05
GSO Energy Select Opp. Fund LP	$	1,639,595.15
GSO Harrington Credit Alpha KY	$	33,279.38
GSO Palmetto Opportunistic Inv	$	33,279.38
Guggenheim Funds Trust	$	289,004.57
Guggenheim Energy & Income Fund	$	292,857.97
ING Capital LLC	$	9,235,763.76
JPMorgan Chase	$	8,359,529.31
KeyBank, N.A.	$	3,202,353.47
Macquarie Bank Limited	$	320,235.35
Maverick Enterprises Inc.	$	261,811.07
Mizuho Bank	$	3,202,353.47
Morgan Stanley Bank, N.A.	$	320,235.35
Morgan Stanley Senior	$	2,914,830.56
National General Reinsurance	$	770,678.86
Natixis	$	6,084,471.58
Nextera Energy Power Marketing	$	320,235.35
NZC Guggenheim Master Fund	$	2,084,686.31
PNC Bank	$	3,202,353.47
Royal Bank of Canada US	$	16,924,563.94
Societe Generale-NY	$	8,359,529.31
Sumitomo Mitsui Banking Corporation	$	7,135,952.93
Suntrust	$	8,359,529.31
The Bank of Nova Scotia	$	10,223,576.37
The Huntington National Bank	$	1,601,176.73
Toronto Dominion (New York)	$	7,194,019.41
UBS AG Stamford	$	10,567,766.43
US Bank, N.A.	$	9,235,763.76
Whitney Bank	$	3,000,000.00
TOTAL	**$**	**300,000,000**

ANNEX IV

SCHEDULE OF MORTGAGED STRUCTURES

1. Jayhawk Gas Processing Plant
2. Santana Gas Processing Plant
3. Brea Gas Processing Plant
4. Chisholm Trail Gas Processing Plant
5. Primary Oklahoma City Office Building

ANNEX V

SCHEDULE OF PREPETITION MORTGAGES

1. (a) Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 2, 2011 from Linn Energy Holdings, LLC for the benefit of BNP Paribas, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Orange County, California	#2011000443645	9/8/11

(b) First Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 10, 2012 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Orange County, California	#2012000371176	6/29/12

(c) Second Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of July 25, 2012 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Orange County, California	#2012000532203	9/12/12

(d) Third Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of April 24, 2013 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Orange County, California	#2013000281034	5/9/13

2. (a) Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 2, 2011 from Linn Energy Holdings, LLC to BNP Paribas, as Administrative Agent, SAVE AND EXCEPT the property released in items 33, 36 and 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Alfalfa County, Oklahoma	Book 657, Page 185	6/9/11
Beaver County, Oklahoma	Book 1248, Page 782	6/16/11
Blaine County, Oklahoma	Book 1076, Page 564	8/22/11
Caddo County, Oklahoma	Volume 2812, Page 30	6/23/11
Canadian County, Oklahoma	Book 3774, Page 738	6/24/11
Carter County, Oklahoma	Book 5337, Page 108	6/13/11
Cleveland County, Oklahoma	Book 4878, Page 1424	6/17/11
Creek County, Oklahoma	Book 748, Page 402	6/9/11
Custer County, Oklahoma	Book 1515, Page 547	6/9/11
Dewey County, Oklahoma	Book 1425, Page 193	6/9/11
Garfield County, Oklahoma	Book 2035, Page 679	6/14/11
Garvin County, Oklahoma	Book 1946, Page 254	6/13/11
Grady County, Oklahoma	Book 4388, Page 494	6/13/11
Grant County, Oklahoma	Book 631, Page 215	6/23/11
Jefferson County, Oklahoma	Book 647, Page 108	6/9/11
Kay County, Oklahoma	Book 1530, Page 385	6/9/11
Kingfisher County, Oklahoma	Book 2404, Page 61	6/9/11

JURISDICTION	FILING INFORMATION	FILE DATE
Leflore County, Oklahoma	Book 1802, Page 540	6/21/11
Lincoln County, Oklahoma	Book 1921, Page 782	6/9/11
Logan County, Oklahoma	Book 2252, Page 134	6/9/11
Love County, Oklahoma	Book 701, Page 651	6/9/11
Major County, Oklahoma	Book 1792, Page 1	6/13/11
McClain County, Oklahoma	Book 2009, Page 928	6/13/11
Noble County, Oklahoma	Book 695, Page 601	6/13/11
Oklahoma County, Oklahoma	Book RE11653, Page 1725	6/14/11
Osage County, Oklahoma	Book 1452, Page 880	6/14/11
Pottawatomie County, Oklahoma	#201100008789	6/9/11
Roger Mills County, Oklahoma	Book 2081, Page 415	6/14/11
Stephens County, Oklahoma	Book 4163, Page 95	6/17/11
Texas County, Oklahoma	Book 1231, Page 492	6/9/11
Woods County, Oklahoma	Book 1111, Page 294	6/13/11
Woodward County, Oklahoma	Book 2153, Page 502	6/13/11

(b) First Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 10, 2012 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 33, 36 and 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Alfalfa County, Oklahoma	Book 689, Page 205	6/15/12
Beaver County, Oklahoma	Book 1270, Page 16	6/19/12
Blaine County, Oklahoma	Book 1095, Page 539	6/15/12
Caddo County, Oklahoma	Volume 2848, Page 224	6/13/12
Canadian County, Oklahoma	Book 3908, Page 195	7/18/12
Carter County, Oklahoma	Book 5523, Page 185	6/8/12
Cleveland County, Oklahoma	Book 5017, Page 213	6/18/12
Creek County, Oklahoma	Book 791, Page 101	6/7/12
Custer County, Oklahoma	Book 1559, Page 542	6/8/12
Dewey County, Oklahoma	Book 1461, Page 555	6/15/12
Garfield County, Oklahoma	Book 2090, Page 363	6/11/12
Garvin County, Oklahoma	Book 1990, Page 149	7/30/12
Grady County, Oklahoma	Book 4500, Page 100	6/8/12
Grant County, Oklahoma	Book 658, Page 40	6/21/12
Jefferson County, Oklahoma	Book 654, Page 640	6/7/12
Kay County, Oklahoma	Book 1572, Page 156	6/7/12
Kingfisher County, Oklahoma	Book 2519, Page 147	6/15/12
Leflore County, Oklahoma	Book 1835, Page 707	6/7/12
Lincoln County, Oklahoma	Book 1978, Page 181	6/7/12
Logan County, Oklahoma	Book 2326, Page 706	6/14/12
Love County, Oklahoma	Book 722, Page 17	6/7/12
Major County, Oklahoma	Book 1815, Page 1	6/7/12
McClain County, Oklahoma	Book 2059, Page 614	6/8/12

JURISDICTION	FILING INFORMATION	FILE DATE
Noble County, Oklahoma	Book 720, Page 842	7/9/12
Oklahoma County, Oklahoma	Book RE11977, Page 806	7/18/12
Osage County, Oklahoma	Book 1488, Page 665	6/19/12
Pottawatomie County, Oklahoma	#201200007823	6/7/12
Roger Mills County, Oklahoma	Book 2145, Page 116	6/25/12
Stephens County, Oklahoma	Book 4355, Page 219	6/7/12
Texas County, Oklahoma	Book 1249, Page 600	6/8/12
Woods County, Oklahoma	Book 1145, Page 882	6/15/12
Woodward County, Oklahoma	Book 2183, Page 373	6/15/12

(c) Second Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of July 25, 2012 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 33, 36 and 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Alfalfa County, Oklahoma	Book 695, Page 280	8/22/12
Beaver County, Oklahoma	Book 1273, Page 705	8/15/12
Blaine County, Oklahoma	Book 1099, Page 219	8/17/12
Caddo County, Oklahoma	Volume 2857, Page 160	8/14/12
Canadian County, Oklahoma	Book 3921, Page 579	8/24/12
Carter County, Oklahoma	Book 5559, Page 107	8/13/12
Cleveland County, Oklahoma	Book RB 5044, Page 559	8/22/12
Creek County, Oklahoma	Book 802, Page 334	8/13/12

JURISDICTION	FILING INFORMATION	FILE DATE
Custer County, Oklahoma	Book 1568, Page 121	8/24/12
Dewey County, Oklahoma	Book 1466, Page 436	8/13/12
Garfield County, Oklahoma	Book 2100, Page 251	8/16/12
Garvin County, Oklahoma	Book 1992, Page 302	8/22/12
Grady County, Oklahoma	Book 4520, Page 281	8/14/12
Grant County, Oklahoma	Book 661, Page 434	8/20/12
Jefferson County, Oklahoma	Book 656, Page 350	8/13/12
Kay County, Oklahoma	Book 1581, Page 11	8/22/12
Kingfisher County, Oklahoma	Book 2532, Page 45	8/13/12
Leflore County, Oklahoma	Book 1841, Page 346	8/13/12
Lincoln County, Oklahoma	Book 1994, Page 517	8/13/12
Logan County, Oklahoma	Book 2343, Page 306	8/13/12
Love County, Oklahoma	Book 727, Page 260	9/4/12
Major County, Oklahoma	Book 1820, Page 402	8/13/12
McClain County, Oklahoma	Book 2068, Page 445	8/13/12
Noble County, Oklahoma	Volume 724, Page 511	9/10/12
Oklahoma County, Oklahoma	Book RE12002, Page 1237	8/15/12
Osage County, Oklahoma	Book 1493, Page 903	8/14/12
Pottawatomie County, Oklahoma	#201200012362	8/14/12
Roger Mills County, Oklahoma	Book 2152, Page 519	8/15/12
Stephens County, Oklahoma	Book 4392, Page 168	8/14/12
Texas County, Oklahoma	Book 1254, Page 336	8/13/12

JURISDICTION	FILING INFORMATION	FILE DATE
Woods County, Oklahoma	Book 1150, Page 657	8/14/12
Woodward County, Oklahoma	Book 2188, Page 670	8/14/12

(d) Third Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of April 24, 2013 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 33, 36 and 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Alfalfa County, Oklahoma	Book 718, Page 455	5/20/13
Beaver County, Oklahoma	Book 1289, Page 442	5/9/13
Blaine County, Oklahoma	Book 1114, Page 279	5/15/13
Caddo County, Oklahoma	Volume 2887, Page 326	5/20/13
Canadian County, Oklahoma	Book 4017, Page 1152	5/17/13
Carter County, Oklahoma	Book 5700, Page 153	5/17/13
Cleveland County, Oklahoma	Book 5151, Page 812	5/8/13
Creek County, Oklahoma	Book 846, Page 935	5/9/13
Custer County, Oklahoma	Book 1595, Page 308	5/10/13
Dewey County, Oklahoma	Book 1490, Page 351	5/8/13
Garfield County, Oklahoma	Book 2138, Page 462	5/22/13
Garvin County, Oklahoma	Book 2017, Page 105	5/8/13
Grady County, Oklahoma	Book 4616, Page 226	5/16/13
Grant County, Oklahoma	Book 676, Page 197	5/8/13
Jefferson County, Oklahoma	Book 661, Page 744	5/8/13
Kay County, Oklahoma	Book 1607, Page 498	5/8/13

JURISDICTION	FILING INFORMATION	FILE DATE
Kingfisher County, Oklahoma	Book 2597, Page 27	6/10/13
Leflore County, Oklahoma	Book 1869, Page 788	5/13/13
Lincoln County, Oklahoma	Book 2053, Page 698	5/8/13
Logan County, Oklahoma	Book 2415, Page 521	5/8/13
Love County, Oklahoma	Book 740, Page 694	5/8/13
Major County, Oklahoma	Book 1840, Page 179	5/8/13
McClain County, Oklahoma	Book 2109, Page 410	5/8/13
Noble County, Oklahoma	Book 740, Page 11	5/8/13
Oklahoma County, Oklahoma	Book RE 12243, Page 298	5/13/13
Osage County, Oklahoma	Book 1519, Page 231	5/9/13
Pottawatomie County, Oklahoma	#201300007505	5/8/13
Roger Mills County, Oklahoma	Book 2191, Page 495	5/17/13
Stephens County, Oklahoma	Book 4537, Page 34	5/8/13
Texas County, Oklahoma	Book 1269, Page 63	5/8/13
Woods County, Oklahoma	Book 1171, Page 176	5/9/13
Woodward County, Oklahoma	`Book 2213, Page 49	5/16/13

(e) Fourth Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of February 5, 2015 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Beaver County, Oklahoma	Book 1329, Page 77	4/20/15
Dewey County, Oklahoma	Book 1554, Page 553	4/20/15
Grady County, Oklahoma	Book 4898, Page 453	4/21/15
Major County, Oklahoma	Book 1898, Page 515	5/7/15

(f) Fifth Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of January 8, 2016 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Alfalfa County, Oklahoma	Book 788, Page 500	1/29/16
Beaver County, Oklahoma	Book 1340, Page 386	1/29/16
Blaine County, Oklahoma	Book 1201, Page 282	2/18/16
Caddo County, Oklahoma	Volume 2992, Page 476	1/29/16
Canadian County, Oklahoma	Book 4372, Page 223	2/1/16
Carter County, Oklahoma	Book 6206, Page 86	2/18/16
Cleveland County, Oklahoma	Book 5510, Page 33	1/29/16
Creek County, Oklahoma	Book 1015, Page 775	1/29/16
Custer County, Oklahoma	Book 1696, Page 666	2/1/16
Dewey County, Oklahoma	Book 1593, Page 201	1/29/16
Garfield County, Oklahoma	Book 2276, Page 420	2/3/16
Garvin County, Oklahoma	Book 2126, Page 470	1/29/16
Grady County, Oklahoma	Book 5005, Page 426	1/29/16
Grant County, Oklahoma	Book 719, Page 473	2/4/16
Jefferson County, Oklahoma	Book 680, Page 17	2/1/16

JURISDICTION	FILING INFORMATION	FILE DATE
Kay County, Oklahoma	Book 1703, Page 22	2/4/16
Kingfisher County, Oklahoma	Book 2856, Page 1	2/5/16
Leflore County, Oklahoma	Book 1960, Page 93	2/1/16
Lincoln County, Oklahoma	Book 2194, Page 51	2/1/16
Logan County, Oklahoma	Book 2634, Page 488	1/29/16
Love County, Oklahoma	Book 805, Page 375	1/29/16
Major County, Oklahoma	Book 1923, Page 115	1/29/16
McClain County, Oklahoma	Book 2279, Page 50	1/29/16
Noble County, Oklahoma	Book 792, Page 717	2/4/16
Oklahoma County, Oklahoma	Book RE 13042, Page 1382	2/12/16
Osage County, Oklahoma	Book 1607, Page 856	2/5/16
Pottawatomie County, Oklahoma	#201600001055	2/1/16
Stephens County, Oklahoma	Book 5087, Page 52	2/4/16
Texas County, Oklahoma	Book 1327, Page 536	2/1/16
Woods County, Oklahoma	Book 1235, Page 147	2/1/16
Woodward County, Oklahoma	Book 2311, Page 36	1/29/16

3. (a) Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 2, 2011 from Linn Energy Holdings, LLC for the benefit of BNP Paribas, as Administrative Agent, SAVE AND EXCEPT the property released in items 39, 44, 45, 46, 47, 48, 49, 50, 51 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Andrews County, Texas	Volume 1001, Page 251	6/9/11
Carson County, Texas	Volume 541, Page 58	6/9/11

JURISDICTION	FILING INFORMATION	FILE DATE
Crockett County, Texas	Book 742, Page 673	6/9/11
Dawson County, Texas	Book 658, Page 643	6/9/11
Ector County, Texas	#2011-00008254	6/9/11
Glasscock County, Texas	Book 167, Page 348	6/9/11
Gray County, Texas	Volume 937, Page 465	6/9/11
Hansford County, Texas	Volume 380, Page 77	6/9/11
Hemphill County, Texas	Volume 703, Page 78	6/9/11
Howard County, Texas	Volume 1225, Page 30	6/9/11
Hutchinson County, Texas	Volume 1657, Page 221	6/15/11
Lipscomb County, Texas	Volume 500, Page 531	6/9/11
Martin County, Texas	Volume 305, Page 442	6/10/11
Midland County, Texas	#2011-11191	6/10/11
Moore County, Texas	Book 699, Page 936	6/9/11
Ochiltree County, Texas	Volume 736, Page 62	6/9/11
Potter County, Texas	Volume 4329, Page 691	6/17/11
Roberts County, Texas	Volume 248, Page 19	6/9/11
Sherman County, Texas	Volume 296, Page 821	6/9/11
Upton County, Texas	Volume 853, Page 633	6/10/11
Wheeler County, Texas	Volume 637, Page 676	6/9/11
Wise County, Texas	Volume 2257, Page 1	6/9/11

(b) First Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 10, 2012 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 39, 44, 45, 46, 47, 48, 49, 50, 51 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Andrews County, Texas	Volume 1036, Page 125	6/18/12
Carson County, Texas	Volume 561, Page 238	6/4/12
Crockett County, Texas	Book 758, Page 773	6/4/12
Dawson County, Texas	Book 682, Page 398	6/4/12
Ector County, Texas	#2012-00008567	6/6/12
Glasscock County, Texas	Book 190, Page 536	6/4/12
Gray County, Texas	Volume 956, Page 670	6/4/12
Hansford County, Texas	Volume 392, Page 401	6/4/12
Hemphill County, Texas	Volume 724, Page 707	6/4/12
Howard County, Texas	Volume 1273, Page 748	6/4/12
Hutchinson County, Texas	Volume 1711, Page 1	6/11/12
Lipscomb County, Texas	Volume 513, Page 780	6/4/12
Martin County, Texas	Volume 340, Page 262	6/5/12
Midland County, Texas	#2012-11599	6/4/12
Moore County, Texas	Book 713, Page 461	6/4/12
Ochiltree County, Texas	Volume 754, Page 496	6/4/12
Potter County, Texas	Volume 4425, Page 175	6/12/12
Roberts County, Texas	Volume 268, Page 161	6/4/12
Sherman County, Texas	Volume 302, Page 329	6/5/12
Upton County, Texas	Volume 871, Page 494	6/5/12
Wheeler County, Texas	Volume 656, Page 928	6/4/12
Wise County, Texas	Volume 2364, Page 73	6/4/12

(c) Second Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of July 25, 2012 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 39, 44, 45, 46, 47, 48, 49, 50, 51 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Andrews County, Texas	Volume 1040, Page 530	8/14/12
Carson County, Texas	Volume 565, Page 373	8/10/12
Crockett County, Texas	Book 762, Page 659	8/13/12
Dawson County, Texas	Book 687, Page 778	8/10/12
Ector County, Texas	#2012-00012366	8/10/12
Glasscock County, Texas	Book 195, Page 510	8/10/12
Gray County, Texas	Volume 961, Page 147	8/10/12
Hansford County, Texas	Volume 394, Page 123	8/10/12
Hemphill County, Texas	Volume 728, Page 326	8/10/12
Howard County, Texas	Volume 1285, Page 442	8/10/12
Hutchinson County, Texas	Volume 1724, Page 101	8/10/12
Lipscomb County, Texas	Volume 516, Page 275	8/10/12
Martin County, Texas	Volume 346, Page 737	8/10/12
Midland County, Texas	#2012-17127	8/10/12
Moore County, Texas	Book 716, Page 452	8/10/12
Ochiltree County, Texas	Volume 757, Page 818	8/10/12
Potter County, Texas	#1220381	8/13/12
Roberts County, Texas	Volume 270, Page 294	8/22/12
Sherman County, Texas	Volume 303, Page 456	8/10/12

JURISDICTION	FILING INFORMATION	FILE DATE
Upton County, Texas	Volume 876, Page 269	8/13/12
Wheeler County, Texas	Volume 659, Page 710	8/10/12
Wise County, Texas	Volume 2382, Page 800	8/10/12

(d) Third Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of April 24, 2013 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 39, 44, 45, 46, 47, 48, 49, 50, 51 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Andrews County, Texas	Volume 1068, Page 731	5/7/13
Carson County, Texas	Volume 582, Page 45	5/6/13
Crockett County, Texas	Book 775, Page 553	5/8/13
Dawson County, Texas	Book 706, Page 444	5/6/13
Ector County, Texas	#2013-00007427	5/7/13
Glasscock County, Texas	Book 217, Page 559	5/6/13
Gray County, Texas	Volume 976, Page 133	5/14/13
Hansford County, Texas	Volume 401, Page 304	5/6/13
Hemphill County, Texas	Volume 744, Page 681	5/6/13
Howard County, Texas	Volume 1329, Page 370	5/6/13
Hutchinson County, Texas	Volume 1771, Page 94	5/13/13
Lipscomb County, Texas	Volume 525, Page 234	5/6/13
Martin County, Texas	Volume 372, Page 760	5/13/13
Midland County, Texas	#2013-10791	5/7/13
Moore County, Texas	Book 728, Page 965	5/6/13

JURISDICTION	FILING INFORMATION	FILE DATE
Ochiltree County, Texas	Volume 770, Page 377	5/7/13
Potter County, Texas	#1235906	5/7/13
Roberts County, Texas	Volume 281, Page 131	5/17/13
Sherman County, Texas	Volume 308, Page 203	5/6/13
Upton County, Texas	Volume 891, Page 812	5/6/13
Wheeler County, Texas	Volume 672, Page 833	5/20/13
Wise County, Texas	#201320588	5/6/13

(e) Fourth Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of January 8, 2016 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Andrews County, Texas	#16-0298	1/28/16
Carson County, Texas	Volume 648, Page 156	1/29/16
Crockett County, Texas	Book 820, Page 611	1/28/16
Dawson County, Texas	Book 783, Page 118	1/29/16
Ector County, Texas	#2016-00001422	2/1/16
Glasscock County, Texas	Volume 305, Page 212	1/28/16
Gray County, Texas	#0208435	1/29/16
Hansford County, Texas	Volume 430, Page 418	1/29/16
Howard County, Texas	Volume 1513, Page 553	1/28/16
Hutchinson County, Texas	Volume 1913, Page 294	2/1/16
Martin County, Texas	Volume 485, Page 752	1/28/16

JURISDICTION	FILING INFORMATION	FILE DATE
Moore County, Texas	Book 771, Page 546	1/29/16
Potter County, Texas	#1287481	2/1/16
Sherman County, Texas	Volume 321, Page 671	1/29/16

4. (a) Deed of Trust, Fixture Filing, Assignment, Security Agreement and Financing Statement (Easements) dated as of May 2, 2011 from Linn Energy Holdings, LLC for the benefit of BNP Paribas, as Administrative Agent, SAVE AND EXCEPT the property released in items 44, 45 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Hemphill County, Texas	Volume 703, Page 49	6/9/11
Lipscomb County, Texas	Volume 500, Page 505	6/9/11
Wheeler County. Texas	Volume 637, Page 650	6/9/11

(b) First Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment, Security Agreement and Financing Statement (Easements) dated as of May 10, 2012 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 44, 45 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Hemphill County, Texas	Volume 724, Page 714	6/4/12
Lipscomb County, Texas	Volume 513, Page 773	6/4/12
Wheeler County. Texas	Volume 657, Page 65	6/4/12

(c) Second Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment, Security Agreement and Financing Statement (Easements) dated as of July 25 2012 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 44, 45 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Hemphill County, Texas	Volume 728, Page 320	8/10/12
Lipscomb County, Texas	Volume 516, Page 269	8/10/12
Wheeler County. Texas	Volume 659, Page 691	8/10/12

(d) Third Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment, Security Agreement and Financing Statement (Easements) dated as of April 24, 2013 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 44, 45 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Hemphill County, Texas	Volume 744, Page 675	5/6/13
Lipscomb County, Texas	Volume 525, Page 228	5/6/13
Wheeler County. Texas	Volume 672, Page 827	5/20/13

5. (a) Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 2, 2011 from Linn Operating, Inc. for the benefit of BNP Paribas, as Administrative Agent, SAVE AND EXCEPT the property released in item 40 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Hutchinson County, Texas	Volume 1657, Page 284	6/15/11

(b) First Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 10, 2012 between Linn Operating, Inc. and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in item 40 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Hutchinson County, Texas	Volume 1710, Page 332	6/11/12

(c) Second Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of July 25, 2012 between Linn Operating, Inc. and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in item 40 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Hutchinson County, Texas	Volume 1724, Page 94	8/10/12

(d) Third Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of April 24, 2013 between Linn Operating, Inc. and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in item 40 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Hutchinson County, Texas	Volume 1771, Page 87	5/13/13

(e) Fourth Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of January 8, 2016 between Linn Operating, Inc. and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Hutchinson County, Texas	Volume 1913, Page 319	2/1/16

6. (a) Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement (Easements) dated as of May 2, 2011 from Linn Gas Marketing, LLC for the benefit of BNP Paribas, as Administrative Agent, SAVE AND EXCEPT the property released in item 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Caddo County, Oklahoma	Volume 2810, Page 764	6/17/11
Custer County, Oklahoma	Book 1517, Page 14	6/20/11
Grady County, Oklahoma	Book 4386, Page 197	6/13/11
Roger Mills County, Oklahoma	Book 2082, Page 352	6/15/11

(b) First Amendment and Supplement to Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement (Easements) dated as of May 10, 2012 between Linn Gas Marketing, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in item 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Caddo County, Oklahoma	Book 2848, Page 754	6/13/12
Custer County, Oklahoma	Book 1559, Page 457	6/8/12
Grady County, Oklahoma	Book 4500, Page 266	6/8/12
Roger Mills County, Oklahoma	Book 2144, Page 289	6/25/12

(c) Second Amendment and Supplement to Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement (Easements) dated as of July 25, 2012 between Linn Gas Marketing, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in item 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Caddo County, Oklahoma	Volume 2857, Page 673	8/14/12
Custer County, Oklahoma	Book 1568, Page 252	8/24/12
Grady County, Oklahoma	Book 4521, Page 355	8/14/12
Roger Mills County, Oklahoma	Book 2152, Page 504	8/15/12

(d) Third Amendment and Supplement to Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement (Easements) dated as of April 24, 2013 between Linn Gas Marketing, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in item 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Caddo County, Oklahoma	Book 2887, Page 365	5/20/13
Custer County, Oklahoma	Book 1595, Page 300	5/10/13
Grady County, Oklahoma	Book 4616, Page 208	5/16/13
Roger Mills County, Oklahoma	Book 2191, Page 506	5/17/13

7. (a) Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 2, 2011 from Linn Gas Marketing, LLC for the benefit of BNP Paribas, as Administrative Agent, (easements and surface interests), SAVE AND EXCEPT the property released in items 45, 48 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Carson County, Texas	Volume 541, Page 92	6/9/11
Hansford County, Texas	Volume 380, Page 113	6/9/11
Hemphill County, Texas	Volume 703, Page 1	6/9/11
Hutchinson County, Texas	Volume 1657, Page 104	6/15/11
Lavaca County, Texas	Volume 545, Page 76	6/9/11
Moore County, Texas	Book 699, Page 819	6/9/11
Potter County, Texas	Volume 4329, Page 724	6/17/11
Sherman County, Texas	Volume 296, Page 855	6/9/11
Wheeler County, Texas	Volume 637, Page 556	6/9/11

(b) First Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 10, 2012 between Linn Gas Marketing, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 45, 48 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Carson County, Texas	Volume 561, Page 246	6/4/12
Hansford County, Texas	Volume 392, Page 395	6/4/12
Hemphill County, Texas	Volume 724, Page 726	6/4/12
Hutchinson County, Texas	Volume 1710, Page 339	6/11/12
Lavaca County, Texas	Volume 580, Page 1	6/4/12
Moore County, Texas	Book 713, Page 468	6/4/12
Potter County, Texas	Volume 4425, Page 169	6/12/12
Sherman County, Texas	Volume 302, Page 336	6/5/12
Wheeler County, Texas	Volume 657, Page 77	6/4/12

(c) Second Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of July 25, 2012 between Linn Gas Marketing, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 45, 48 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Carson County, Texas	Volume 565, Page 382	8/10/12
Hansford County, Texas	Volume 394, Page 131	8/10/12
Hemphill County, Texas	Volume 728, Page 307	8/10/12
Hutchinson County, Texas	Volume 1724, Page 87	8/10/12
Lavaca County, Texas	Volume 586, Page 582	8/10/12
Moore County, Texas	Book 716, Page 445	8/10/12
Potter County, Texas	#1220380	8/13/12
Sherman County, Texas	Volume 303, Page 449	8/10/12
Wheeler County, Texas	Volume 659, Page 703	8/10/12

(d) Third Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of April 24, 2013 between Linn Gas Marketing, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 45, 48 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Carson County, Texas	Volume 582, Page 37	5/6/13
Hansford County, Texas	Volume 401, Page 297	5/6/13
Hemphill County, Texas	Volume 744, Page 668	5/6/13
Hutchinson County, Texas	Volume 1771, Page 79	5/13/13
Lavaca County, Texas	Volume 613, Page 865	5/6/13
Moore County, Texas	Book 728, Page 957; re-recorded in Book 730, Page 285 to include notary seal	5/6/13; re-filed 5/30/13
Potter County, Texas	#1235907	5/7/13
Sherman County, Texas	Volume 308, Page 196	5/6/13
Wheeler County, Texas	Volume 672, Page 820	5/20/13

8. (a) Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 2, 2011 from Linn Exploration MidContinent, LLC to BNP Paribas, as Administrative Agent, SAVE AND EXCEPT the property released in items 34, 35 and 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Beckham County, Oklahoma	Book 2055, Page 819	6/24/11
Blaine County, Oklahoma	Book 1076, Page 536	8/22/11
Caddo County, Oklahoma	Volume 2812, Page 85	6/23/11
Canadian County, Oklahoma	Book RB 3774, Page 579	6/24/11

JURISDICTION	FILING INFORMATION	FILE DATE
Carter County, Oklahoma	Book 5337, Page 1	6/13/11
Comanche County, Oklahoma	Book 6439, Page 170	6/13/11
Custer County, Oklahoma	Book 1515, Page 575	6/9/11
Dewey County, Oklahoma	Book 1425, Page 221	6/9/11
Ellis County, Oklahoma	Book 837, Page 931	6/9/11
Grady County, Oklahoma	Book 4388, Page 375	6/13/11
Haskell County, Oklahoma	Book 791, Page 169	6/9/11
Roger Mills County, Oklahoma	Book 2082, Page 1	6/14/11
Stephens County, Oklahoma	Book 4163, Page 128	6/17/11
Washita County, Oklahoma	Book 1203, Page 338	6/9/11

(b) First Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 10, 2012 from Linn Exploration MidContinent, LLC to Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 34, 35 and 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Beckham County, Oklahoma	Book 2092, Page 1	6/7/12
Blaine County, Oklahoma	Book 1095, Page 551	6/15/12
Caddo County, Oklahoma	Volume 2848, Page 41	6/13/12
Canadian County, Oklahoma	Book 3908, Page 186	7/18/12
Carter County, Oklahoma	Book 5523, Page 178	6/8/12
Comanche County, Oklahoma	Book 6696, Page 45	6/8/12
Custer County, Oklahoma	Book 1559, Page 517	6/8/12

JURISDICTION	FILING INFORMATION	FILE DATE
Dewey County, Oklahoma	Book 1461, Page 547	6/15/12
Ellis County, Oklahoma	Book 863, Page 840	6/11/12
Grady County, Oklahoma	Book 4500, Page 1	6/8/12
Haskell County, Oklahoma	Book 804, Page 729	6/7/12
Roger Mills County, Oklahoma	Book 2145, Page 1	6/25/12
Stephens County, Oklahoma	Book 4355, Page 211	6/7/12
Washita County, Oklahoma	Book 1233, Page 716	6/15/12

(c) Second Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of July 25, 2012 from Linn Exploration MidContinent, LLC to Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 34, 35 and 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Beckham County, Oklahoma	Book 2098, Page 505	8/14/12
Blaine County, Oklahoma	Book 1099, Page 233	8/17/12
Caddo County, Oklahoma	Volume 2857, Page 489	8/14/12
Canadian County, Oklahoma	Book 3921, Page 560	8/24/12
Carter County, Oklahoma	Book 5559, Page 150	8/13/12
Comanche County, Oklahoma	Book 6763, Page 88	9/4/12
Custer County, Oklahoma	Book 1568, Page 132	8/24/12
Dewey County, Oklahoma	Book 1466, Page 427	8/13/12
Ellis County, Oklahoma	Book 867, Page 442	8/13/12
Grady County, Oklahoma	Book 4520, Page 302	8/14/12

JURISDICTION	FILING INFORMATION	FILE DATE
Haskell County, Oklahoma	Book 806, Page 605	8/13/12
Roger Mills County, Oklahoma	Book 2152, Page 396	8/15/12
Stephens County, Oklahoma	Book 4392, Page 158	8/14/12
Washita County, Oklahoma	Book 1237, Page 38	8/13/12

(d) Third Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of April 24, 2013 from Linn Exploration MidContinent, LLC to Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 34, 35 and 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Beckham County, Oklahoma	Book 2124, Page 270	5/16/13
Blaine County, Oklahoma	Book 1114, Page 294	5/15/13
Caddo County, Oklahoma	Book 2887, Page 373	5/20/13
Canadian County, Oklahoma	Book 4017, Page 1030	5/17/13
Carter County, Oklahoma	Book 5700, Page 131	5/17/13
Comanche County, Oklahoma	Book 6943, Page 2	5/8/13
Custer County, Oklahoma	Book 1595, Page 273	5/10/13
Dewey County, Oklahoma	Book 1490, Page 363	5/8/13
Ellis County, Oklahoma	Book 885, Page 272	5/8/13
Grady County, Oklahoma	Book 4616, Page 248	5/16/13
Haskell County, Oklahoma	Book 820, Page 850	5/8/13
Roger Mills County, Oklahoma	Book 2192, Page 1	5/17/13
Stephens County, Oklahoma	Book 4537, Page 50	5/8/13
Washita County, Oklahoma	Book 1251, Page 820	5/8/13

(e) Fourth Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of January 8, 2016 from Linn Exploration MidContinent, LLC to Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Blaine County, Oklahoma	Book 1201, Page 267	2/18/16
Caddo County, Oklahoma	Volume 2992, Page 498	1/29/16
Canadian County, Oklahoma	Book 4372, Page 256	2/1/16
Carter County, Oklahoma	Book 6206, Page 125	2/18/16
Custer County, Oklahoma	Book 1696, Page 687	2/1/16
Dewey County, Oklahoma	Book 1593, Page 216	1/29/16
Grady County, Oklahoma	Book 5005, Page 460	1/29/16
Haskell County, Oklahoma	Book 862, Page 503	2/1/16
Stephens County, Oklahoma	Book 5087, Page 37	2/4/16
Washita County, Oklahoma	Book 1307, Page 77	2/1/16

9. (a) Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 2, 2011 from Linn Exploration MidContinent, LLC for the benefit of BNP Paribas, as Administrative Agent, SAVE AND EXCEPT the property released in items 45 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Hemphill County, Texas	Volume 703, Page 154	6/9/11
Wheeler County, Texas	Volume 637, Page 623	6/9/11

(b) First Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 10, 2012 between Linn Exploration MidContinent, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 45 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Hemphill County, Texas	Volume 724, Page 720	6/4/12
Wheeler County, Texas	Volume 657, Page 71	6/4/12

(c) Second Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of July 25, 2012 between Linn Exploration MidContinent, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 45 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Hemphill County, Texas	Volume 728, Page 314	8/10/12
Wheeler County, Texas	Volume 659, Page 697	8/10/12

(d) Third Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of April 24, 2013 between Linn Exploration MidContinent, LLC and Wells Fargo Bank, National Association, SAVE AND EXCEPT the property released in items 45 and 58 below, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Hemphill County, Texas	Volume 744, Page 690	5/6/13
Wheeler County, Texas	Volume 672, Page 842	5/20/13

10. (a) Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 2, 2011 from Mid-Continent I, LLC for the benefit of BNP Paribas, as Administrative Agent, SAVE AND EXCEPT the property released in items 34, 35, 36 and 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Atoka County, Oklahoma	Book 812, Page 354	6/13/11
Beaver County, Oklahoma	Book 1248, Page 753	6/16/11
Beckham County, Oklahoma	Book 2055, Page 647	6/24/11
Blaine County, Oklahoma	Book 1076, Page 509	8/22/11
Caddo County, Oklahoma	Volume 2812, Page 1	6/23/11
Canadian County, Oklahoma	Book 3774, Page 552	6/24/11
Carter County, Oklahoma	Book 5337, Page 28	6/13/11
Cleveland County, Oklahoma	Book 4878, Page 1456	6/17/11
Dewey County, Oklahoma	Book 1425, Page 249	6/9/11
Ellis County, Oklahoma	Book 837, Page 861	6/9/11
Garvin County, Oklahoma	Book 1946, Page 282	6/13/11
Grady County, Oklahoma	Book 4387, Page 365	6/13/11
Harper County, Oklahoma	Book 669, Page 160	6/9/11
Kingfisher County, Oklahoma	Book 2404, Page 135	6/9/11
Major County, Oklahoma	Book 1792, Page 84	6/13/11
McClain County, Oklahoma	Book 2010, Page 1	6/13/11
Noble County, Oklahoma	Volume 695, Page 635	6/13/11
Oklahoma County, Oklahoma	Book RE11653, Page 1698	6/14/11
Pushmataha County, Oklahoma	Book 527, Page 622	6/9/11
Roger Mills County, Oklahoma	Book 2081, Page 442	6/14/11
Stephens County, Oklahoma	Book 4163, Page 157	6/17/11

JURISDICTION	FILING INFORMATION	FILE DATE
Washington County, Oklahoma	Book 1099, Page 1479	6/10/11
Woods County, Oklahoma	Book 1111, Page 324	6/13/11
Woodward County, Oklahoma	Book 2153, Page 416	6/13/11

(b) First Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 10, 2012 between Mid-Continent I, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 34, 35, 36 and 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Atoka County, Oklahoma	Book 825, Page 20	6/7/12
Beaver County, Oklahoma	Book 1269, Page 789	6/19/12
Beckham County, Oklahoma	Book 2091, Page 814	6/7/12
Blaine County, Oklahoma	Book 1095, Page 559	6/15/12
Caddo County, Oklahoma	Volume 2848, Page 31	6/13/12
Canadian County, Oklahoma	Book 3908, Page 288	7/18/12
Carter County, Oklahoma	Book 5523, Page 226	6/8/12
Cleveland County, Oklahoma	Book 5017, Page 201	6/18/12
Dewey County, Oklahoma	Book 1461, Page 511	6/15/12
Ellis County, Oklahoma	Book 863, Page 809	6/11/12
Garvin County, Oklahoma	Book 1990, Page 158	7/30/12
Grady County, Oklahoma	Book 4499, Page 321	6/8/12
Harper County, Oklahoma	Book 681, Page 265	6/8/12
Kingfisher County, Oklahoma	Book 2519, Page 113	6/15/12
Major County, Oklahoma	Book 1814, Page 522	6/7/12

JURISDICTION	FILING INFORMATION	FILE DATE
McClain County, Oklahoma	Book 2059, Page 584	6/8/12
Noble County, Oklahoma	Book 720, Page 834	7/9/12
Oklahoma County, Oklahoma	Book RE11977, Page 816	7/18/12
Pushmataha County, Oklahoma	Book 536, Page 581	6/7/12
Roger Mills County, Oklahoma	Book 2145, Page 108	6/25/12
Stephens County, Oklahoma	Book 4355, Page 187	6/7/12
Washington County, Oklahoma	Book 1109, Page 1840	6/8/12
Woods County, Oklahoma	Book 1145, Page 848	6/15/12
Woodward County, Oklahoma	Book 2183, Page 331	6/15/12

(c) Second Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of July 25, 2012 between Mid-Continent I, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 34, 35, 36 and 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Atoka County, Oklahoma	Book 827, Page 412	8/13/12
Beaver County, Oklahoma	Book 1273, Page 732	8/15/12
Beckham County, Oklahoma	Book 2098, Page 632	8/14/12
Blaine County, Oklahoma	Book 1099, Page 242	8/17/12
Caddo County, Oklahoma	Volume 2857, Page 198	8/14/12
Canadian County, Oklahoma	Book 3921, Page 570	8/24/12
Carter County, Oklahoma	Book 5559, Page 158	8/13/12

JURISDICTION	FILING INFORMATION	FILE DATE
Cleveland County, Oklahoma	RB Book 5044, Page 573	8/22/12
Dewey County, Oklahoma	Book 1466, Page 418	8/13/12
Ellis County, Oklahoma	Book 867, Page 427	8/13/12
Garvin County, Oklahoma	Book 1992, Page 293	8/22/12
Grady County, Oklahoma	Book 4520, Page 293	8/14/12
Harper County, Oklahoma	Book 682, Page 440	8/13/12
Kingfisher County, Oklahoma	Book 2532, Page 98	8/13/12
Major County, Oklahoma	Book 1820, Page 392	8/13/12
McClain County, Oklahoma	Book 2068, Page 434	8/13/12
Noble County, Oklahoma	Volume 724, Page 487	9/10/12
Oklahoma County, Oklahoma	Book RE12002, Page 1228	8/15/12
Pushmataha County, Oklahoma	Book 538, Page 223	8/13/12
Roger Mills County, Oklahoma	Book 2152, Page 257	8/15/12
Stephens County, Oklahoma	Book 4392, Page 149	8/14/12
Washington County, Oklahoma	Book 1111, Page 1640	8/16/12
Woods County, Oklahoma	Book 1150, Page 648	8/14/12
Woodward County, Oklahoma	Book 2188, Page 657	8/14/12

(d) Third Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of April 24, 2013 between Mid-Continent I, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 34, 35, 36 and 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Atoka County, Oklahoma	Book 840, Page 450	5/9/13
Beaver County, Oklahoma	Book 1289, Page 453	5/9/13
Beckham County, Oklahoma	Book 2124, Page 258	5/16/13
Blaine County, Oklahoma	Book 1114, Page 304	5/15/13
Caddo County, Oklahoma	Volume 2887, Page 314	5/20/13
Canadian County, Oklahoma	Book 4017, Page 1041	5/17/13
Carter County, Oklahoma	Book 5700, Page 140	5/17/13
Cleveland County, Oklahoma	Book 5151, Page 827	5/8/13
Dewey County, Oklahoma	Book 1490, Page 373	5/8/13
Ellis County, Oklahoma	Book 885, Page 256	5/8/13
Garvin County, Oklahoma	Book 2017, Page 95	5/8/13
Grady County, Oklahoma	Book 4616, Page 216	5/16/13
Harper County, Oklahoma	Book 689, Page 769	5/8/13
Kingfisher County, Oklahoma	Book 2597, Page 126	6/10/13
Major County, Oklahoma	Book 1840, Page 168	5/8/13
McClain County, Oklahoma	Book 2109, Page 398	5/8/13
Noble County, Oklahoma	Book 740, Page 1	5/8/13
Oklahoma County, Oklahoma	Book RE 12243, Page 288	5/13/13
Pushmataha County, Oklahoma	Book 545, Page 397	5/8/13
Roger Mills County, Oklahoma	Book 2191, Page 485	5/17/13
Stephens County, Oklahoma	Book 4537, Page 24	5/8/13

JURISDICTION	FILING INFORMATION	FILE DATE
Washington County, Oklahoma	Book 1119, Page 313	5/8/13
Woods County, Oklahoma	Book 1171, Page 166	5/9/13
Woodward County, Oklahoma	Book 2213, Page 35	5/16/13

(e) Fourth Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of January 8, 2016 between Mid-Continent I, LLC and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Beaver County, Oklahoma	Book 1340, Page 401	1/29/16
Blaine County, Oklahoma	Book 1201, Page 300	2/18/16
Caddo County, Oklahoma	Volume 2992, Page 517	1/29/16
Canadian County, Oklahoma	Book 4372, Page 286	2/1/16
Carter County, Oklahoma	Book 6206, Page 161	2/18/16
Cleveland County, Oklahoma	Book 5510, Page 59	1/29/16
Dewey County, Oklahoma	Book 1593, Page 228	1/29/16
Garvin County, Oklahoma	Book 2126, Page 505	1/29/16
Grady County, Oklahoma	Book 5005, Page 491	1/29/16
Harper County, Oklahoma	Book 715, Page 699	2/23/16
Kingfisher County, Oklahoma	Book 2856, Page 25	2/5/16
Major County, Oklahoma	Book 1923, Page 148	1/29/16
McClain County, Oklahoma	Book 2279, Page 65	1/29/16
Noble County, Oklahoma	Book 792, Page 697	2/4/16
Oklahoma County, Oklahoma	Book RE 13042, Page 1465	2/12/16

JURISDICTION	FILING INFORMATION	FILE DATE
Stephens County, Oklahoma	Book 5087, Page 20	2/4/16
Woods County, Oklahoma	Book 1235, Page 164	2/1/16
Woodward County, Oklahoma	Book 2311, Page 56	1/29/16

11. (a) Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement (Easements) dated as of May 2, 2011 from Mid-Continent I, LLC to BNP Paribas, as Administrative Agent, SAVE AND EXCEPT the property released in item 35 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Beaver County, Oklahoma	Book 1249, Page 94	6/16/11
Caddo County, Oklahoma	Volume 2810, Page 792	6/17/11
Ellis County, Oklahoma	Book 838, Page 183	6/13/11
Harper County, Oklahoma	Book 669, Page 285	6/13/11

(b) First Amendment and Supplement to Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement (Easements) dated as of May 10, 2012 between Mid-Continent I, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in item 35 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Beaver County, Oklahoma	Book 1270, Page 84	6/19/12
Caddo County, Oklahoma	Volume 2848, Page 747	6/13/12
Ellis County, Oklahoma	Book 863, Page 888	6/11/12
Harper County, Oklahoma	Book 681, Page 314	6/8/12

(c) Second Amendment and Supplement to Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement (Easements) dated as of July 25, 2012 between Mid-Continent I, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in item 35 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Beaver County, Oklahoma	Book 1273, Page 743	8/15/12
Caddo County, Oklahoma	Volume 2857, Page 680	8/14/12
Ellis County, Oklahoma	Book 867, Page 450	8/13/12
Harper County, Oklahoma	Book 682, Page 464	8/13/12

(d) Third Amendment and Supplement to Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement (Easements) dated as of April 24, 2013 between Mid-Continent I, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in item 35 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Beaver County, Oklahoma	Book 1289, Page 465	5/9/13
Caddo County, Oklahoma	Book 2887, Page 306	5/20/13
Ellis County, Oklahoma	Book 885, Page 248	5/8/13
Harper County, Oklahoma	Book 689, Page 782	5/8/13

12. (a) Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 2, 2011 from Mid-Continent II, LLC to BNP Paribas, as Administrative Agent, SAVE AND EXCEPT the property released in items 34, 35, 36, 37, 38, 52, 53 and 54 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Alfalfa County, Oklahoma	Book 657, Page 156	6/9/11
Beaver County, Oklahoma	Book 1249, Page 1	6/16/11
Beckham County, Oklahoma	Book 2055, Page 676	6/24/11
Blaine County, Oklahoma	Book 1076, Page 595	8/22/11
Caddo County, Oklahoma	Volume 2812, Page 293	6/23/11
Canadian County, Oklahoma	Book 3774, Page 608	6/24/11

JURISDICTION	FILING INFORMATION	FILE DATE
Carter County, Oklahoma	Book 5337, Page 58	6/13/11
Cleveland County, Oklahoma	Book 4878, Page 1487	6/17/11
Coal County, Oklahoma	Book 773, Page 411	6/9/11
Comanche County, Oklahoma	Book 6439, Page 198	6/13/11
Creek County, Oklahoma	Book 748, Page 429	6/9/11
Custer County, Oklahoma	Book 1515, Page 620	6/9/11
Dewey County, Oklahoma	Book 1425, Page 276	6/9/11
Ellis County, Oklahoma	Book 837, Page 894	6/9/11
Garfield County, Oklahoma	Book 2035, Page 718	6/14/11
Garvin County, Oklahoma	Book 1946, Page 309	6/13/11
Grady County, Oklahoma	Book 4388, Page 1	6/13/11
Grant County, Oklahoma	Book 631, Page 244	6/23/11
Harper County, Oklahoma	Book 669, Page 190	6/9/11
Haskell County, Oklahoma	Book 791, Page 197	6/9/11
Hughes County, Oklahoma	Book 1223, Page 560	6/16/11
Johnston County, Oklahoma	Book 0286, Page 154	7/25/11
Kay County, Oklahoma	Book 1530, Page 413	6/9/11
Kingfisher County, Oklahoma	Book 2404, Page 162	6/9/11
Major County, Oklahoma	Book 1792, Page 112	6/13/11
Marshall County, Oklahoma	Book 959, Page 271	6/13/11
McClain County, Oklahoma	Book 2010, Page 30	6/13/11
Murray County, Oklahoma	Book 1038, Page 17	6/9/11
Oklahoma County, Oklahoma	Book RE11653, Page 1755	6/14/11

JURISDICTION	FILING INFORMATION	FILE DATE
Osage County, Oklahoma	Book 1452, Page 925	6/14/11
Pittsburg County, Oklahoma	Book 1881, Page 504	6/16/11
Roger Mills County, Oklahoma	Book 2081, Page 469	6/14/11
Stephens County, Oklahoma	Book 4163, Page 184	6/17/11
Texas County, Oklahoma	Book 1231, Page 519	6/9/11
Washita County, Oklahoma	Book 1203, Page 404	6/9/11
Woods County, Oklahoma	Book 1111, Page 351	6/13/11
Woodward County, Oklahoma	Book 2153, Page 447	6/13/11

(b) First Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 10, 2012 between Mid-Continent II, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 34, 35, 36, 37, 38, 52, 53 and 54 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Alfalfa County, Oklahoma	Book 689, Page 223	6/15/12
Beaver County, Oklahoma	Book 1270, Page 1	6/19/12
Beckham County, Oklahoma	Book 2091, Page 824	6/7/12
Blaine County, Oklahoma	Book 1095, Page 567	6/15/12
Caddo County, Oklahoma	Volume 2848, Page 260	6/13/12
Canadian County, Oklahoma	Book 3908, Page 296	7/18/12
Carter County, Oklahoma	Book 5523, Page 237	6/8/12
Cleveland County, Oklahoma	Book 5017, Page 225	6/18/12
Coal County, Oklahoma	Book 786, Page 188	6/7/12

JURISDICTION	FILING INFORMATION	FILE DATE
Comanche County, Oklahoma	Book 6696, Page 16	6/8/12
Creek County, Oklahoma	Book 791, Page 109	6/7/12
Custer County, Oklahoma	Book 1559, Page 464	6/8/12
Dewey County, Oklahoma	Book 1461, Page 519	6/15/12
Ellis County, Oklahoma	Book 863, Page 823	6/11/12
Garfield County, Oklahoma	Book 2090, Page 349	6/11/12
Garvin County, Oklahoma	Book 1990, Page 166	7/30/12
Grady County, Oklahoma	Book 4499, Page 329	6/8/12
Grant County, Oklahoma	Book 658, Page 50	6/21/12
Harper County, Oklahoma	Book 681, Page 276	6/8/12
Haskell County, Oklahoma	Book 804, Page 719	6/7/12
Hughes County, Oklahoma	Book 1241, Page 348	6/7/12
Johnston County, Oklahoma	Book 294, Page 590	6/11/12
Kay County, Oklahoma	Book 1572, Page 148	6/7/12
Kingfisher County, Oklahoma	Book 2519, Page 121	6/15/12
Major County, Oklahoma	Book 1814, Page 531	6/7/12
Marshall County, Oklahoma	Book 988, Page 512	6/8/12
McClain County, Oklahoma	Book 2059, Page 594	6/8/12
Murray County, Oklahoma	Book 1092, Page 215	8/13/12
Oklahoma County, Oklahoma	Book RE11977, Page 824	7/18/12
Osage County, Oklahoma	Book 1490, Page 874	7/16/12
Pittsburg County, Oklahoma	Book 1955, Page 300	6/11/12

JURISDICTION	FILING INFORMATION	FILE DATE
Roger Mills County, Oklahoma	Book 2144, Page 407	6/25/12
Stephens County, Oklahoma	Book 4355, Page 195	6/7/12
Texas County, Oklahoma	Book 1249, Page 590	6/8/12
Washita County, Oklahoma	Book 1233, Page 624	6/15/12
Woods County, Oklahoma	Book 1145, Page 856	6/15/12
Woodward County, Oklahoma	Book 2183, Page 343	6/15/12

(c) Second Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of July 25, 2012 between Mid-Continent II, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 34, 35, 36, 37, 38, 52, 53 and 54 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Alfalfa County, Oklahoma	Book 695, Page 300	8/22/12
Beaver County, Oklahoma	Book 1273, Page 715	8/15/12
Beckham County, Oklahoma	Book 2098, Page 383	8/14/12
Blaine County, Oklahoma	Book 1099, Page 251	8/17/12
Caddo County, Oklahoma	Volume 2857, Page 209	8/14/12
Canadian County, Oklahoma	Book 3921, Page 674	8/24/12
Carter County, Oklahoma	Book 5559, Page 170	8/13/12
Cleveland County, Oklahoma	RB Book 5044, Page 586	8/22/12
Coal County, Oklahoma	Book 788, Page 875	8/13/12
Comanche County, Oklahoma	Book 6763, Page 97	9/4/12
Creek County, Oklahoma	Book 802, Page 324	8/13/12
Custer County, Oklahoma	Book 1568, Page 158	8/24/12

JURISDICTION	FILING INFORMATION	FILE DATE
Dewey County, Oklahoma	Book 1466, Page 388	8/13/12
Ellis County, Oklahoma	Book 867, Page 408	8/13/12
Garfield County, Oklahoma	Book 2100, Page 235	8/16/12
Garvin County, Oklahoma	Book 1992, Page 313	8/22/12
Grady County, Oklahoma	Book 4521, Page 1	8/14/12
Grant County, Oklahoma	Book 661, Page 446	8/20/12
Harper County, Oklahoma	Book 682, Page 452	8/13/12
Haskell County, Oklahoma	Book 806, Page 593	8/13/12
Hughes County, Oklahoma	Book 1246, Page 151	8/13/12
Johnston County, Oklahoma	Book 296, Page 375	8/13/12
Kay County, Oklahoma	Book 1581, Page 1	8/22/12
Kingfisher County, Oklahoma	Book 2532, Page 107	8/13/12
Major County, Oklahoma	Book 1820, Page 268	8/13/12
Marshall County, Oklahoma	Book 993, Page 509	8/14/12
McClain County, Oklahoma	Book 2068, Page 412	8/13/12
Murray County, Oklahoma	Book 1092, Page 223	8/13/12
Oklahoma County, Oklahoma	Book RE12002, Page 1218	8/15/12
Osage County, Oklahoma	Book 1493, Page 893	8/14/12
Pittsburg County, Oklahoma	Book 1972, Page 267	8/14/12
Roger Mills County, Oklahoma	Book 2152, Page 266	8/15/12
Stephens County, Oklahoma	Book 4392, Page 194	8/14/12
Texas County, Oklahoma	Book 1254, Page 324	8/13/12

JURISDICTION	FILING INFORMATION	FILE DATE
Washita County, Oklahoma	Book 1237, Page 85	8/13/12
Woods County, Oklahoma	Book 1150, Page 620	8/14/12
Woodward County, Oklahoma	Book 2188, Page 625	8/14/12

(d) Third Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of April 24, 2013 between Mid-Continent II, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 34, 35, 36, 37, 38, 52, 53 and 54 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Alfalfa County, Oklahoma	Book 718, Page 476	5/20/13
Beaver County, Oklahoma	Book 1289, Page 473	5/9/13
Beckham County, Oklahoma	Book 2124, Page 134	5/16/13
Blaine County, Oklahoma	Book 1114, Page 121	5/15/13
Caddo County, Oklahoma	Volume 2887, Page 558	5/20/13
Canadian County, Oklahoma	Book 4017, Page 1051	5/17/13
Carter County, Oklahoma	Book 5700, Page 197	5/17/13
Cleveland County, Oklahoma	Book 5151, Page 797	5/8/13
Coal County, Oklahoma	Book 798, Page 780	5/9/13
Comanche County, Oklahoma	Book 6943, Page 21	5/8/13
Creek County, Oklahoma	Book 846, Page 946	5/9/13
Custer County, Oklahoma	Book 1595, Page 320	5/10/13
Dewey County, Oklahoma	Book 1490, Page 319	5/8/13
Ellis County, Oklahoma	Book 885, Page 227	5/8/13
Garfield County, Oklahoma	Book 2138, Page 444	5/22/13

JURISDICTION	FILING INFORMATION	FILE DATE
Garvin County, Oklahoma	Book 2017, Page 70	5/8/13
Grady County, Oklahoma	Book 4616, Page 349	5/16/13
Grant County, Oklahoma	Book 676, Page 185	5/8/13
Harper County, Oklahoma	Book 689, Page 755	5/8/13
Haskell County, Oklahoma	Book 820, Page 836	5/8/13
Hughes County, Oklahoma	Book 1261, Page 888	5/8/13
Johnston County, Oklahoma	Book 304, Page 412	5/8/13
Kay County, Oklahoma	Book 1607, Page 486	5/8/13
Kingfisher County, Oklahoma	Book 2597, Page 81	6/10/13
Major County, Oklahoma	Book 1840, Page 241	5/8/13
Marshall County, Oklahoma	Book 1011, Page 438	5/8/13
McClain County, Oklahoma	Book 2109, Page 374	5/8/13
Murray County, Oklahoma	Book 1126, Page 168	5/9/13
Oklahoma County, Oklahoma	Book RE 12243, Page 276	5/13/13
Osage County, Oklahoma	Book 1519, Page 267	5/9/13
Pittsburg County, Oklahoma	Book 2029, Page 148	5/8/13
Roger Mills County, Oklahoma	Book 2192, Page 110	5/17/13
Stephens County, Oklahoma	Book 4537, Page 4	5/8/13
Texas County, Oklahoma	Book 1269, Page 49	5/8/13
Washita County, Oklahoma	Book 1251, Page 868	5/8/13
Woods County, Oklahoma	Book 1171, Page 136	5/9/13
Woodward County, Oklahoma	Book 2213, Page 1	5/16/13

(e) Fourth Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of January 8, 2016 between Mid-Continent II, LLC and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Alfalfa County, Oklahoma	Book 788, Page 515	1/29/16
Beaver County, Oklahoma	Book 1340, Page 415	1/29/16
Blaine County, Oklahoma	Book 1201, Page 317	2/18/16
Caddo County, Oklahoma	Volume 2992, Page 538	1/29/16
Canadian County, Oklahoma	Book 4372, Page 318	2/1/16
Carter County, Oklahoma	Book 6206, Page 199	2/18/16
Cleveland County, Oklahoma	Book 5510, Page 84	1/29/16
Coal County, Oklahoma	Book 839, Page 107	2/8/16
Creek County, Oklahoma	Book 1015, Page 790	1/29/16
Custer County, Oklahoma	Book 1696, Page 705	2/1/16
Dewey County, Oklahoma	Book 1593, Page 242	1/29/16
Garfield County, Oklahoma	Book 2276, Page 402	2/3/16
Garvin County, Oklahoma	Book 2126, Page 539	1/29/16
Grady County, Oklahoma	Book 5005, Page 524	1/29/16
Grant County, Oklahoma	Book 719, Page 488	2/4/16
Harper County, Oklahoma	Book 715, Page 712	2/23/16
Haskell County, Oklahoma	Book 862, Page 520	2/1/16
Hughes County, Oklahoma	Book 1338, Page 38	2/1/16
Kay County, Oklahoma	Book 1703, Page 5	2/4/16
Kingfisher County, Oklahoma	Book 2856, Page 48	2/5/16

JURISDICTION	FILING INFORMATION	FILE DATE
Major County, Oklahoma	Book 1923, Page 180	1/29/16
McClain County, Oklahoma	Book 2279, Page 79	1/29/16
Oklahoma County, Oklahoma	Book RE 13042, Page 1298	2/12/16
Osage County, Oklahoma	Book 1607, Page 903	2/5/16
Pittsburg County, Oklahoma	Book 2219, Page 504	2/1/16
Stephens County, Oklahoma	Book 5087, Page 1	2/4/16
Texas County, Oklahoma	Book 1327, Page 598	2/1/16
Washita County, Oklahoma	Book 1307, Page 93	2/1/16
Woods County, Oklahoma	Book 1235, Page 180	2/1/16
Woodward County, Oklahoma	Book 2311, Page 75	1/29/16

13. (a) Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement (Easements) dated as of May 2, 2011 from Mid-Continent II, LLC to BNP Paribas, as Administrative Agent, SAVE AND EXCEPT the property released in items 34 and 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Beckham County, Oklahoma	Book 2053, Page 631	6/13/11
Blaine County, Oklahoma	Book 1070, Page 532	6/14/11
Caddo County, Oklahoma	Volume 2810, Page 818	6/17/11
Canadian County, Oklahoma	Book 3771, Page 84	6/14/11
Carter County, Oklahoma	Book 5337, Page 185	6/13/11
Cleveland County, Oklahoma	Book 4879, Page 277	6/20/11
Comanche County, Oklahoma	Book 6440, Page 1	6/13/11
Custer County, Oklahoma	Book 1517, Page 41	6/20/11

JURISDICTION	FILING INFORMATION	FILE DATE
Dewey County, Oklahoma	Book 1426, Page 186	6/13/11
Garvin County, Oklahoma	Book 1946, Page 354	6/13/11
Grady County, Oklahoma	Book 4386, Page 171	6/13/11
Major County, Oklahoma	Book 1792, Page 269	6/13/11
Roger Mills County, Oklahoma	Book 2082, Page 379	6/15/11
Seminole County, Oklahoma	Book 3371, Page 275	6/13/11
Stephens County, Oklahoma	Book 4161, Page 94	6/13/11
Texas County, Oklahoma	Book 1231, Page 638	6/13/11
Washita County, Oklahoma	Book 1203, Page 750	6/13/11
Woods County, Oklahoma	Book 1111, Page 406	6/13/11
Woodward County, Oklahoma	Book 2153, Page 531	6/13/11

(b) First Amendment and Supplement to Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement (Easements) dated as of May 10, 2012 between Mid-Continent II, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 34 and 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Beckham County, Oklahoma	Book 2092, Page 152	6/7/12
Blaine County, Oklahoma	Book 1095, Page 721	6/15/12
Caddo County, Oklahoma	Volume 2848, Page 739	6/13/12
Canadian County, Oklahoma	Book 3908, Page 498	7/18/12
Carter County, Oklahoma	Book 5523, Page 171	6/8/12
Cleveland County, Oklahoma	Book 5017, Page 236	6/18/12
Comanche County, Oklahoma	Book 6696, Page 53	6/8/12

JURISDICTION	FILING INFORMATION	FILE DATE
Custer County, Oklahoma	Book 1559, Page 450	6/8/12
Dewey County, Oklahoma	Book 1462, Page 1	6/15/12
Garvin County, Oklahoma	Book 1990, Page 187	7/30/12
Grady County, Oklahoma	Book 4500, Page 259	6/8/12
Major County, Oklahoma	Book 1815, Page 114	6/7/12
Roger Mills County, Oklahoma	Book 2144, Page 282	6/25/12
Seminole County, Oklahoma	Book 3475, Page 1	6/7/12
Stephens County, Oklahoma	Book 4355, Page 289	6/7/12
Texas County, Oklahoma	Book 1249, Page 608	6/8/12
Washita County, Oklahoma	Book 1233, Page 616	6/15/12
Woods County, Oklahoma	Book 1145, Page 934	6/15/12
Woodward County, Oklahoma	Book 2183, Page 443	6/15/12

(c) Second Amendment and Supplement to Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement (Easements) dated as of July 25 2012 between Mid-Continent II, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 34 and 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Beckham County, Oklahoma	Book 2098, Page 624	8/14/12
Blaine County, Oklahoma	Book 1099, Page 418	8/17/12
Caddo County, Oklahoma	Volume 2857, Page 687	8/14/12
Canadian County, Oklahoma	Book 3921, Page 773	8/24/12
Carter County, Oklahoma	Book 5559, Page 211	8/13/12
Cleveland County, Oklahoma	RB Book 5044, Page 551	8/22/12

JURISDICTION	FILING INFORMATION	FILE DATE
Comanche County, Oklahoma	Book 6763, Page 80	9/4/12
Custer County, Oklahoma	Book 1568, Page 244	8/24/12
Dewey County, Oklahoma	Book 1466, Page 457	8/13/12
Garvin County, Oklahoma	Book 1992, Page 336	8/22/12
Grady County, Oklahoma	Book 4521, Page 362	8/14/12
Major County, Oklahoma	Book 1820, Page 463	8/13/12
Roger Mills County, Oklahoma	Book 2152, Page 511	8/15/12
Seminole County, Oklahoma	Book 3500, Page 265	8/22/12
Stephens County, Oklahoma	Book 4392, Page 222	8/14/12
Texas County, Oklahoma	Book 1254, Page 316	8/13/12
Washita County, Oklahoma	Book 1237, Page 148	8/13/12
Woods County, Oklahoma	Book 1150, Page 670	8/14/12
Woodward County, Oklahoma	Book 2188, Page 691	8/14/12

(d) Third Amendment and Supplement to Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement (Easements) dated as of April 24, 2013 between Mid-Continent II, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 34 and 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Beckham County, Oklahoma	Book 2124, Page 125	5/16/13
Blaine County, Oklahoma	Book 1114, Page 112	5/15/13
Caddo County, Oklahoma	Book 2887, Page 296	5/20/13
Canadian County, Oklahoma	Book 4017, Page 1021	5/17/13
Carter County, Oklahoma	Book 5700, Page 122	5/17/13

JURISDICTION	FILING INFORMATION	FILE DATE
Cleveland County, Oklahoma	Book 5151, Page 788	5/8/13
Comanche County, Oklahoma	Book 6943, Page 12	5/8/13
Custer County, Oklahoma	Book 1595, Page 264	5/10/13
Dewey County, Oklahoma	Book 1490, Page 310	5/8/13
Garvin County, Oklahoma	Book 2017, Page 61	5/8/13
Grady County, Oklahoma	Book 4616, Page 239	5/16/13
Major County, Oklahoma	Book 1840, Page 159	5/8/13
Roger Mills County, Oklahoma	Book 2191, Page 514	5/17/13
Seminole County, Oklahoma	Book 3582, Page 138	5/8/13
Stephens County, Oklahoma	Book 4536, Page 287	5/8/13
Texas County, Oklahoma	Book 1269, Page 40	5/8/13
Washita County, Oklahoma	Book 1251, Page 810	5/8/13
Woods County, Oklahoma	Book 1171, Page 127	5/9/13
Woodward County, Oklahoma	Book 2212, Page 742	5/16/13

14. UCC Financing Statements with the following debtors and BNP Paribas, as Administrative Agent, as secured party, covering all assets, filed with the Delaware Secretary of State as follows:

DEBTOR	FILING INFORMATION	FILE DATE
Linn Energy, LLC	#2011 2284704	6/15/11; assigned 6/18/12 by #20122350116 to Wells Fargo Bank, National Association
Linn Energy Holdings, LLC	#2011 1923328	5/20/11; assigned 6/18/12 by #20122350041 to Wells Fargo Bank, National Association

DEBTOR	FILING INFORMATION	FILE DATE
Linn Operating, Inc.	#2011 1923377	5/20/11; assigned 6/18/12 by #20122350264 to Wells Fargo Bank, National Association
Linn Gas Marketing, LLC, now known as Linn Midstream, LLC	#2011 1923419	5/20/11; assigned 6/18/12 by #20122350272 to Wells Fargo Bank, National Association; amended 10/29/13 #2013 4235280 to change debtor's name to Linn Midstream, LLC
Mid-Continent I, LLC	#2011 1923245	5/20/11; assigned 6/19/12 by #20122362319 to Wells Fargo Bank, National Association
Mid-Continent II, LLC	#2011 1923294	5/20/11; assigned 6/19/12 by #20122362293 to Wells Fargo Bank, National Association
Mid-Continent Holdings I, LLC	#2011 2284654	6/15/11; assigned 6/18/12 by #20122350165 to Wells Fargo Bank, National Association
Mid-Continent Holdings II, LLC	#2011 2284571	6/15/11; assigned 6/18/12 by #20122350132 to Wells Fargo Bank, National Association
Linn Exploration & Production Michigan LLC	#2011 2284555	6/15/11; assigned 6/18/12 by #20122350140 to Wells Fargo Bank, National Association
Linn Exploration & Production Michigan Midstream LLC	#2011 2284522	6/15/11; assigned 6/19/12 by #20122356196 to Wells Fargo Bank, National Association; merged out of existence in 2011
Linn Gas Processing MI LLC	#2011 2270141	6/14/11; assigned 6/19/12 by #20122356188 to Wells Fargo Bank, National Association; merged out of existence in 2012
Linn Midwest Energy LLC	#2011 2270042	6/14/11; assigned 6/18/12 by #20122350298 to Wells Fargo Bank, National Association

15. UCC Financing Statement with Linn Exploration Midcontinent, LLC, as debtor and BNP Paribas, as Administrative Agent, as secured party, covering all assets, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Oklahoma County, Oklahoma	#20110609020558840	6/9/11; assigned on 9/21/12 by #20120921020981040 to Wells Fargo Bank, National Association

16. Memorandum of Assignment of Liens and Security Interests dated as of April 20, 2012 among BNP Paribas, Wells Fargo Bank, National Association, Linn Energy Holdings, LLC, et al, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Orange County, California	#2012000329844	6/11/12
Alfalfa County, Oklahoma	Book 685, Page 145	5/16/12
Atoka County, Oklahoma	Book 824, Page 127	5/16/12
Beaver County, Oklahoma	Book 1268, Page 446	5/24/12

JURISDICTION	FILING INFORMATION	FILE DATE
Beckham County, Oklahoma	Book 2089, Page 657	5/16/12
Blaine County, Oklahoma	Book 1094, Page 124	5/23/12
Caddo County, Oklahoma	Volume 2845, Page 67	5/17/12
Canadian County, Oklahoma	Book 3886, Page 72	5/17/12
Carter County, Oklahoma	Book 5514, Page 124	5/23/12
Cleveland County, Oklahoma	Book 5004, Page 1223	5/16/12
Coal County, Oklahoma	Book 785, Page 500	5/17/12
Comanche County, Oklahoma	Book 6685, Page 79	5/23/12
Creek County, Oklahoma	Book 787, Page 440	5/16/12
Custer County, Oklahoma	Book 1557, Page 42	5/16/12
Dewey County, Oklahoma	Book 1460, Page 41	5/16/12

JURISDICTION	FILING INFORMATION	FILE DATE
Ellis County, Oklahoma	Book 862, Page 615	5/16/12
Garfield County, Oklahoma	Book 2087, Page 1	5/21/12
Garvin County, Oklahoma	Book 1990, Page 115	7/30/12
Grady County, Oklahoma	Book 4493, Page 1	5/17/12
Grant County, Oklahoma	Book 656, Page 316	5/23/12
Harper County, Oklahoma	Book 680, Page 809	5/23/12
Haskell County, Oklahoma	Book 804, Page 16	5/16/12
Hughes County, Oklahoma	Book 1239, Page 847	5/16/12
Jefferson County, Oklahoma	Book 654, Page 82	5/16/12
Johnston County, Oklahoma	Book 293, Page 893	5/16/12

JURISDICTION	FILING INFORMATION	FILE DATE
Kay County, Oklahoma	Book 1569, Page 642	5/16/12
Kingfisher County, Oklahoma	Book 2512, Page 160	5/18/12
LeFlore County, Oklahoma	Book 1833, Page 583	5/16/12
Lincoln County, Oklahoma	Book 1974, Page 629	5/21/12
Logan County, Oklahoma	Book 2322, Page 41	5/25/12
Love County, Oklahoma	Book 721, Page 17	5/16/12
Major County, Oklahoma	Book 1812, Page 473	5/23/12
Marshall County, Oklahoma	Book 987, Page 140	5/16/12
McClain County, Oklahoma	Book 2057, Page 133	5/23/12
Murray County, Oklahoma	Book 1081, Page 269	5/21/12
Noble County, Oklahoma	Book 718, Page 225	5/31/12

JURISDICTION	FILING INFORMATION	FILE DATE
Oklahoma County, Oklahoma	Book RE11923, Page 953	5/16/12
Osage County, Oklahoma	Book 1485, Page 948	5/23/12
Pittsburg County, Oklahoma	Book 1952, Page 124	5/24/12
Pottawatomie County, Oklahoma	#201200006675	5/16/12
Pushmataha County, Oklahoma	Book 536, Page 83	5/16/12
Roger Mills County, Oklahoma	Book 2138, Page 222	5/16/12
Seminole County, Oklahoma	Book 3468, Page 185	5/16/12
Stephens County, Oklahoma	Book 4349, Page 61	5/24/12
Texas County, Oklahoma	Book 1248, Page 499	5/16/12
Washington County, Oklahoma	Book 1108, Page 3231	5/17/12

JURISDICTION	FILING INFORMATION	FILE DATE
Washita County, Oklahoma	Book 1231, Page 776	5/16/12
Woods County, Oklahoma	Book 1142, Page 817	5/16/12
Woodward County, Oklahoma	Book 2180, Page 603	5/16/12
Andrews County, Texas	Volume 1033, Page 377	5/21/12
Carson County, Texas	Volume 560, Page 1	5/15/12
Crockett County, Texas	Book 758, Page 247	5/18/12
Dawson County, Texas	Book 680, Page 550	5/14/12
Ector County, Texas	#2012-00007771	5/23/12
Glasscock County, Texas	Book 189, Page 270	5/14/12
Gray County, Texas	Volume 955, Page 515	5/14/12
Hansford County, Texas	Volume 391, Page 413	5/14/12

JURISDICTION	FILING INFORMATION	FILE DATE
Hemphill County, Texas	Volume 723, Page 336	5/14/12
Howard County, Texas	Volume 1270, Page 212	5/14/12
Hutchinson County, Texas	Volume 1706, Page 1	5/14/12
Lavaca County, Texas	Volume 578, Page 32	5/14/12
Lipscomb County, Texas	Volume 513, Page 187	5/23/12
Martin County, Texas	Volume 338, Page 460	5/21/12
Midland County, Texas	#2012-10141	5/17/12
Moore County, Texas	Book 712, Page 532	5/14/12
Ochiltree County, Texas	Volume 753, Page 363	5/14/12
Potter County, Texas	Volume 4417, Page 549	5/14/12

JURISDICTION	FILING INFORMATION	FILE DATE
Roberts County, Texas	Volume 267, Page 129	5/15/12
Sherman County, Texas	Volume 301, Page 934	5/14/12
Upton County, Texas	Volume 870, Page 748	5/23/12
Wheeler County, Texas	Volume 656, Page 204	5/15/12
Wise County, Texas	Volume 2360, Page 437	5/21/12

17. (a) Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 10, 2012 from Linn Energy Holdings, LLC, Linn Exploration MidContinent, LLC, Mid-Continent I, LLC and Mid-Continent II, LLC to Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 33, 34, 35, 36, 38 and 53 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Alfalfa County, Oklahoma	Book 689, Page 233	6/15/12
Beaver County, Oklahoma	Book 1270, Page 24	6/19/12
Beckham County, Oklahoma	Book 2092, Page 119	6/7/12
Blaine County, Oklahoma	Book 1096, Page 1	6/15/12
Caddo County, Oklahoma	Volume 2848, Page 539	6/13/12
Canadian County, Oklahoma	Book 3908, Page 393	7/18/12
Carter County, Oklahoma	Book 5523, Page 265	6/8/12

JURISDICTION	FILING INFORMATION	FILE DATE
Cimarron County, Oklahoma	Book 363, Page 812	6/8/12
Creek County, Oklahoma	Book 791, Page 117	6/7/12
Custer County, Oklahoma	Book 1559, Page 551	6/8/12
Dewey County, Oklahoma	Book 1461, Page 564	6/15/12
Ellis County, Oklahoma	Book 863, Page 847	6/11/12
Garfield County, Oklahoma	Book 2090, Page 381	6/11/12
Grady County, Oklahoma	Book 4500, Page 110	6/8/12
Harper County, Oklahoma	Book 681, Page 286	6/8/12
Haskell County, Oklahoma	Book 804, Page 737	6/7/12
Kingfisher County, Oklahoma	Book 2519, Page 198	6/15/12
Latimer County, Oklahoma	Book 778, Page 787	6/14/12
Leflore County, Oklahoma	Book 1835, Page 715	6/7/12
Lincoln County, Oklahoma	Book 1978, Page 196	6/7/12
Logan County, Oklahoma	Book 2326, Page 715	6/14/12
Major County, Oklahoma	Book 1815, Page 60	6/7/12
McClain County, Oklahoma	Book 2059, Page 623	6/8/12
Noble County, Oklahoma	Book 720, Page 855	7/9/12
Osage County, Oklahoma	Book 1488, Page 675	6/19/12
Pittsburg County, Oklahoma	Book 1955, Page 310	6/11/12
Roger Mills County, Oklahoma	Book 2145, Page 124	6/25/12
Stephens County, Oklahoma	Book 4355, Page 232	6/7/12
Washita County, Oklahoma	Book 1233, Page 685	6/15/12

JURISDICTION	FILING INFORMATION	FILE DATE
Woods County, Oklahoma	Book 1145, Page 893	6/15/12
Woodward County, Oklahoma	Book 2183, Page 383	6/15/12

(b) First Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of July 25, 2012 among Linn Energy Holdings, LLC, Linn Exploration MidContinent, LLC, Mid-Continent I, LLC and Mid-Continent II, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 33, 34, 35, 36, 38 and 53 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Alfalfa County, Oklahoma	Book 695, Page 312	8/22/12
Beaver County, Oklahoma	Book 1273, Page 759	8/15/12
Beckham County, Oklahoma	Book 2098, Page 654	8/14/12
Blaine County, Oklahoma	Book 1099, Page 426	8/17/12
Caddo County, Oklahoma	Volume 2857, Page 715	8/14/12
Canadian County, Oklahoma	Book 3921, Page 794	8/24/12
Carter County, Oklahoma	Book 5559, Page 219	8/13/12
Cimarron County, Oklahoma	Book 365, Page 125	8/14/12
Creek County, Oklahoma	Book 802, Page 344	8/13/12
Custer County, Oklahoma	Book 1568, Page 213	8/24/12
Dewey County, Oklahoma	Book 1466, Page 465	8/13/12
Ellis County, Oklahoma	Book 867, Page 466	8/13/12
Garfield County, Oklahoma	Book 2100, Page 281	8/16/12
Grady County, Oklahoma	Book 4520, Page 402	8/14/12
Harper County, Oklahoma	Book 682, Page 482	8/13/12

JURISDICTION	FILING INFORMATION	FILE DATE
Haskell County, Oklahoma	Book 806, Page 623	8/13/12
Kingfisher County, Oklahoma	Book 2532, Page 146	8/13/12
Latimer County, Oklahoma	Book 780, Page 522	8/20/12
Leflore County, Oklahoma	Book 1841, Page 329	8/13/12
Lincoln County, Oklahoma	Book 1994, Page 506	8/13/12
Logan County, Oklahoma	Book 2343, Page 317	8/13/12
Major County, Oklahoma	Book 1820, Page 487	8/13/12
McClain County, Oklahoma	Book 2068, Page 456	8/13/12
Noble County, Oklahoma	Volume 724, Page 526	9/10/12
Osage County, Oklahoma	Book 1493, Page 924	8/14/12
Pittsburg County, Oklahoma	Book 1972, Page 258	8/14/12
Roger Mills County, Oklahoma	Book 2153, Page 100	8/15/12
Stephens County, Oklahoma	Book 4392, Page 212	8/14/12
Washita County, Oklahoma	Book 1237, Page 157	8/13/12
Woods County, Oklahoma	Book 1150, Page 687	8/14/12
Woodward County, Oklahoma	Book 2188, Page 699	8/14/12

(c) Second Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of April 24, 2013 among Linn Energy Holdings, LLC, Linn Exploration MidContinent, LLC, Mid-Continent I, LLC and Mid-Continent II, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 33, 34, 35, 36, 38 and 53 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Alfalfa County, Oklahoma	Book 718, Page 430	5/20/13
Beaver County, Oklahoma	Book 1289, Page 428	5/9/13
Beckham County, Oklahoma	Book 2124, Page 109	5/16/13
Blaine County, Oklahoma	Book 1114, Page 57	5/15/13
Caddo County, Oklahoma	Book 2887, Page 112	5/20/13
Canadian County, Oklahoma	Book 4017, Page 935	5/17/13
Carter County, Oklahoma	Book 5700, Page 70	5/17/13
Cimarron County, Oklahoma	Book 369, Page 394	5/9/13
Creek County, Oklahoma	Book 846, Page 924	5/9/13
Custer County, Oklahoma	Book 1595, Page 231	5/10/13
Dewey County, Oklahoma	Book 1490, Page 252	5/8/13
Ellis County, Oklahoma	Book 885, Page 203	5/8/13
Garfield County, Oklahoma	Book 2138, Page 430	5/22/13
Grady County, Oklahoma	Book 4616, Page 78	5/16/13
Harper County, Oklahoma	Book 689, Page 744	5/8/13
Haskell County, Oklahoma	Book 820, Page 818	5/8/13
Kingfisher County, Oklahoma	Book 2597, Page 111	6/10/13
Latimer County, Oklahoma	Book 789, Page 723	5/8/13
Leflore County, Oklahoma	Book 1869, Page 769	5/13/13
Lincoln County, Oklahoma	Book 2053, Page 685	5/8/13
Logan County, Oklahoma	Book 2415, Page 485	5/8/13
Major County, Oklahoma	Book 1840, Page 128	5/8/13
McClain County, Oklahoma	Book 2109, Page 363	5/8/13
Noble County, Oklahoma	Book 739, Page 960	5/8/13

JURISDICTION	FILING INFORMATION	FILE DATE
Osage County, Oklahoma	Book 1519, Page 255	5/9/13
Pittsburg County, Oklahoma	Book 2029, Page 137	5/8/13
Roger Mills County, Oklahoma	Book 2191, Page 433	5/17/13
Stephens County, Oklahoma	Book 4536, Page 275	5/8/13
Washita County, Oklahoma	Book 1251, Page 796	5/8/13
Woods County, Oklahoma	Book 1171, Page 103	5/9/13
Woodward County, Oklahoma	Book 2212, Page 699	5/16/13

(d) Third Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of January 8, 2016 among Linn Energy Holdings, LLC, Linn Exploration MidContinent, LLC, Mid-Continent I, LLC and Mid-Continent II, LLC and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Alfalfa County, Oklahoma	Book 788, Page 531	1/29/16
Beaver County, Oklahoma	Book 1340, Page 431	1/29/16
Blaine County, Oklahoma	Book 1201, Page 336	2/18/16
Caddo County, Oklahoma	Volume 2992, Page 561	1/29/16
Canadian County, Oklahoma	Book 4372, Page 352	2/1/16
Carter County, Oklahoma	Book 6206, Page 239	2/18/16
Creek County, Oklahoma	Book 1015, Page 806	1/29/16
Custer County, Oklahoma	Book 1696, Page 727	2/1/16
Dewey County, Oklahoma	Book 1593, Page 258	1/29/16
Garfield County, Oklahoma	Book 2276, Page 386	2/3/16

JURISDICTION	FILING INFORMATION	FILE DATE
Grady County, Oklahoma	Book 5005, Page 559	1/29/16
Harper County, Oklahoma	Book 715, Page 727	2/23/16
Haskell County, Oklahoma	Book 862, Page 541	2/1/16
Kingfisher County, Oklahoma	Book 2856, Page 73	2/5/16
Latimer County, Oklahoma	Book 827, Page 287	1/29/16
Leflore County, Oklahoma	Book 1960, Page 107	2/1/16
Lincoln County, Oklahoma	Book 2194, Page 34	2/1/16
Logan County, Oklahoma	Book 2634, Page 474	1/29/16
Major County, Oklahoma	Book 1923, Page 214	1/29/16
McClain County, Oklahoma	Book 2279, Page 95	1/29/16
Noble County, Oklahoma	Book 792, Page 677	2/4/16
Osage County, Oklahoma	Book 1607, Page 951	2/5/16
Pittsburg County, Oklahoma	Book 2219, Page 523	2/1/16
Stephens County, Oklahoma	Book 5086, Page 279	2/4/16
Washita County, Oklahoma	Book 1307, Page 113	2/1/16
Woods County, Oklahoma	Book 1235, Page 198	2/1/16
Woodward County, Oklahoma	Book 2311, Page 96	1/29/16

18. (a) Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement (Easements) dated as of May 10, 2012 from Linn Energy Holdings, LLC, Linn Exploration MidContinent, LLC, Linn Gas Marketing, LLC, Linn Operating, Inc., Mid-Continent I, LLC and Mid-Continent II, LLC to Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 34, 35, 37 and 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Alfalfa County, Oklahoma	Book 689, Page 264	6/15/12
Beaver County, Oklahoma	Book 1270, Page 58	6/19/12
Beckham County, Oklahoma	Book 2092, Page 159	6/7/12
Blaine County, Oklahoma	Book 1096, Page 73	6/15/12
Caddo County, Oklahoma	Volume 2848, Page 761	6/13/12
Canadian County, Oklahoma	Book 3908, Page 505	7/18/12
Carter County, Oklahoma	Book 5524, Page 1	6/8/12
Cimarron County, Oklahoma	Book 363, Page 890	6/8/12
Custer County, Oklahoma	Book 1559, Page 421	6/8/12
Dewey County, Oklahoma	Book 1462, Page 8	6/15/12
Ellis County, Oklahoma	Book 863, Page 895	6/11/12
Garfield County, Oklahoma	Book 2090, Page 412	6/11/12
Garvin County, Oklahoma	Book 1990, Page 194	7/30/12
Grady County, Oklahoma	Book 4500, Page 273	6/8/12
Harper County, Oklahoma	Book 681, Page 321	6/8/12
Haskell County, Oklahoma	Book 804, Page 772	6/7/12
Kay County, Oklahoma	Book 1572, Page 165	6/7/12
Kingfisher County, Oklahoma	Book 2519, Page 230	6/15/12
Latimer County, Oklahoma	Book 778, Page 761	6/14/12
Lincoln County, Oklahoma	Book 1978, Page 226	6/7/12
Logan County, Oklahoma	Book 2327, Page 1	6/14/12
Love County, Oklahoma	Book 722, Page 25	6/7/12
Major County, Oklahoma	Book 1815, Page 121	6/7/12

JURISDICTION	FILING INFORMATION	FILE DATE
Noble County, Oklahoma	Book 720, Page 904	7/9/12
Oklahoma County, Oklahoma	Book RE11977, Page 780	7/18/12
Osage County, Oklahoma	Book 1488, Page 704	6/19/12
Pottawatomie County, Oklahoma	#201200007824	6/7/12
Roger Mills County, Oklahoma	Book 2144, Page 296	6/25/12
Stephens County, Oklahoma	Book 4355, Page 261	6/7/12
Texas County, Oklahoma	Book 1249, Page 615	6/8/12
Woods County, Oklahoma	Book 1145, Page 941	6/15/12
Woodward County, Oklahoma	Book 2183, Page 450	6/15/12

(b) First Amendment and Supplement to Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement (Easements) dated as of July 25, 2012 among Linn Energy Holdings, LLC, Linn Exploration MidContinent, LLC, Linn Gas Marketing, LLC, Linn Operating, Inc., Mid-Continent I, LLC and Mid-Continent II, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 34, 35, 37 and 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Alfalfa County, Oklahoma	Book 695, Page 323	8/22/12
Beaver County, Oklahoma	Book 1273, Page 750	8/15/12
Beckham County, Oklahoma	Book 2098, Page 643	8/14/12
Blaine County, Oklahoma	Book 1099, Page 407	8/17/12
Caddo County, Oklahoma	Volume 2857, Page 696	8/14/12
Canadian County, Oklahoma	Book 3921, Page 781	8/24/12
Carter County, Oklahoma	Book 5559, Page 200	8/13/12

JURISDICTION	FILING INFORMATION	FILE DATE
Cimarron County, Oklahoma	Book 365, Page 116	8/14/12
Custer County, Oklahoma	Book 1568, Page 259	8/24/12
Dewey County, Oklahoma	Book 1466, Page 447	8/13/12
Ellis County, Oklahoma	Book 867, Page 457	8/13/12
Garfield County, Oklahoma	Book 2100, Page 271	8/16/12
Garvin County, Oklahoma	Book 1992, Page 344	8/22/12
Grady County, Oklahoma	Book 4521, Page 343	8/14/12
Harper County, Oklahoma	Book 682, Page 471	8/13/12
Haskell County, Oklahoma	Book 806, Page 614	8/13/12
Kay County, Oklahoma	Book 1580, Page 993	8/22/12
Kingfisher County, Oklahoma	Book 2532, Page 135	8/13/12
Latimer County, Oklahoma	Book 780, Page 513	8/20/12
Lincoln County, Oklahoma	Book 1994, Page 494	8/13/12
Logan County, Oklahoma	Book 2343, Page 297	8/13/12
Love County, Oklahoma	Book 727, Page 270	9/4/12
Major County, Oklahoma	Book 1820, Page 471	8/13/12
Noble County, Oklahoma	Book 724, Page 496	9/10/12
Oklahoma County, Oklahoma	Book RE12002, Page 1209	8/15/12
Osage County, Oklahoma	Book 1493, Page 915	8/14/12
Pottawatomie County, Oklahoma	#201200012361	8/14/12
Roger Mills County, Oklahoma	Book 2153, Page 1	8/15/12
Stephens County, Oklahoma	Book 4392, Page 183	8/14/12

JURISDICTION	FILING INFORMATION	FILE DATE
Texas County, Oklahoma	Book 1254, Page 307	8/13/12
Woods County, Oklahoma	Book 1150, Page 678	8/14/12
Woodward County, Oklahoma	Book 2188, Page 682	8/14/12

(c) Second Amendment and Supplement to Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement (Easements) dated as of April 24, 2013 among Linn Energy Holdings, LLC, Linn Exploration MidContinent, LLC, Linn Gas Marketing, LLC, Linn Operating, Inc., Mid-Continent I, LLC and Mid-Continent II, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 34, 35, 37 and 38 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Alfalfa County, Oklahoma	Book 718, Page 443	5/20/13
Beaver County, Oklahoma	Book 1289, Page 417	5/9/13
Beckham County, Oklahoma	Book 2124, Page 96	5/16/13
Blaine County, Oklahoma	Book 1114, Page 44	5/15/13
Caddo County, Oklahoma	Book 2887, Page 91	5/20/13
Canadian County, Oklahoma	Book 4017, Page 920	5/17/13
Carter County, Oklahoma	Book 5700, Page 57	5/17/13
Cimarron County, Oklahoma	Book 369, Page 383	5/9/13
Custer County, Oklahoma	Book 1595, Page 217	5/10/13
Dewey County, Oklahoma	Book 1490, Page 240	5/8/13
Ellis County, Oklahoma	Book 885, Page 192	5/8/13
Garfield County, Oklahoma	Book 2138, Page 418	5/22/13
Garvin County, Oklahoma	Book 2017, Page 50	5/8/13
Grady County, Oklahoma	Book 4616, Page 64	5/16/13

JURISDICTION	FILING INFORMATION	FILE DATE
Harper County, Oklahoma	Book 689, Page 731	5/8/13
Haskell County, Oklahoma	Book 820, Page 807	5/8/13
Kay County, Oklahoma	Book 1607, Page 475	5/8/13
Kingfisher County, Oklahoma	Book 2597, Page 136	6/10/13
Latimer County, Oklahoma	Book 789, Page 712	5/8/13
Lincoln County, Oklahoma	Book 2053, Page 671	5/8/13
Logan County, Oklahoma	Book 2415, Page 474	5/8/13
Love County, Oklahoma	Book 740, Page 683	5/8/13
Major County, Oklahoma	Book 1840, Page 110	5/8/13
Noble County, Oklahoma	Book 739, Page 943	5/8/13
Oklahoma County, Oklahoma	Book RE 12243, Page 265	5/13/13
Osage County, Oklahoma	Book 1519, Page 244	5/9/13
Pottawatomie County, Oklahoma	#201300007504	5/8/13
Roger Mills County, Oklahoma	Book 2191, Page 332	5/17/13
Stephens County, Oklahoma	Book 4536, Page 262	5/8/13
Texas County, Oklahoma	Book 1269, Page 29	5/8/13
Woods County, Oklahoma	Book 1171, Page 92	5/9/13
Woodward County, Oklahoma	Book 2212, Page 688	5/16/13

19. (a) Deed of Trust, Fixture Filing, Assignment, Security Agreement and Financing Statement (Easements) dated as of May 10, 2012 from Linn Energy Holdings, LLC, Linn Gas Marketing, LLC and Linn Operating, Inc. for the benefit of Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 41, 42, 43, 44, 45, 48 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Andrews County, Texas	Volume 1036, Page 98	6/18/12
Carson County, Texas	Volume 561, Page 152	6/4/12
Hansford County, Texas	Volume 392, Page 329	6/4/12
Hemphill County, Texas	Volume 724, Page 632	6/4/12
Hutchinson County, Texas	Volume 1710, Page 288	6/11/12
Irion County, Texas	Volume 197, Page 631	6/18/12
Lipscomb County, Texas	Volume 513, Page 788	6/4/12
Midland County, Texas	#2012-11600	6/4/12
Moore County, Texas	Book 713, Page 399	6/4/12
Ochiltree County, Texas	Volume 754, Page 430	6/4/12
Potter County, Texas	Volume 4425, Page 182	6/12/12
Wheeler County, Texas	Volume 657, Page 1	6/4/12

(b) First Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment, Security Agreement and Financing Statement (Easements) dated as of July 25, 2012 among Linn Energy Holdings, LLC, Linn Gas Marketing, LLC and Linn Operating, Inc. and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 41, 42, 43, 44, 45, 48 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Andrews County, Texas	Volume 1040, Page 538	8/13/12
Carson County, Texas	Volume 565, Page 398	8/10/12
Hansford County, Texas	Volume 394, Page 145	8/10/12
Hemphill County, Texas	Volume 728, Page 334	8/10/12
Hutchinson County, Texas	Volume 1724, Page 116	8/10/12
Irion County, Texas	Book 198, Page 834	8/13/12

JURISDICTION	FILING INFORMATION	FILE DATE
Lipscomb County, Texas	Volume 516, Page 290	8/10/12
Midland County, Texas	#2012-17126	8/10/12
Moore County, Texas	Book 716, Page 467	8/10/12
Ochiltree County, Texas	Volume 757, Page 833	8/10/12
Potter County, Texas	#1220383	8/13/12
Wheeler County, Texas	Volume 659, Page 725	8/10/12

(c) Second Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment, Security Agreement and Financing Statement (Easements) dated as of April 24, 2013 among Linn Energy Holdings, LLC, Linn Gas Marketing, LLC and Linn Operating, Inc. and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 41, 42, 43, 44, 45, 48 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Andrews County, Texas	Volume 1068, Page 724	5/7/13
Carson County, Texas	Volume 582, Page 29	5/6/13
Hansford County, Texas	Volume 401, Page 290	5/6/13
Hemphill County, Texas	Volume 744, Page 661	5/6/13
Hutchinson County, Texas	Volume 1771, Page 71	5/13/13
Irion County, Texas	Book 205, Page 737	5/13/13
Lipscomb County, Texas	Volume 525, Page 221	5/6/13
Midland County, Texas	#2013-10790	5/7/13
Moore County, Texas	Book 728, Page 949	5/6/13
Ochiltree County, Texas	Volume 770, Page 370	5/7/13
Potter County, Texas	#1235905	5/7/13
Wheeler County, Texas	Volume 672, Page 813	5/20/13

20. (a) Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 10, 2012 from Linn Energy Holdings, LLC for the benefit of Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 39, 44, 45, 46, 47, 48, 49, 50, 51, 57 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Andrews County, Texas	Volume 1036, Page 69	6/18/12
Carson County, Texas	Volume 561, Page 183	6/4/12
Crane County, Texas	Volume 537, Page 367	6/4/12
Crockett County, Texas	Book 758, Page 739	6/4/12
Dawson County, Texas	Book 682, Page 371	6/4/12
Ector County, Texas	#2012-00008566	6/6/12
Garza County, Texas	Volume 324, Page 731	6/4/12
Glasscock County, Texas	Book 190, Page 509	6/4/12
Gray County, Texas	Volume 956, Page 639	6/4/12
Hansford County, Texas	Volume 392, Page 355	6/4/12
Hartley County, Texas	Volume 137, Page 179	6/4/12
Hemphill County, Texas	Volume 724, Page 662	6/4/12
Hockley County, Texas	Volume 937, Page 149	6/4/12
Howard County, Texas	Volume 1273, Page 714	6/4/12
Hutchinson County, Texas	Volume 1711, Page 8	6/11/12
Irion County, Texas	Volume 197, Page 313	6/7/12
Lipscomb County, Texas	Volume 513, Page 626	6/4/12
Martin County, Texas	Volume 340, Page 225	6/5/12
Midland County, Texas	#2012-11598	6/4/12

JURISDICTION	FILING INFORMATION	FILE DATE
Moore County, Texas	Book 713, Page 431	6/4/12
Ochiltree County, Texas	Volume 754, Page 458	6/4/12
Oldham County, Texas	Volume 216, Page 341	6/4/12
Pecos County, Texas	Volume 47, Page 410	6/4/12
Potter County, Texas	Volume 4425, Page 138	6/12/12
Roberts County, Texas	Volume 268, Page 132	6/4/12
Schleicher County, Texas	Volume 484, Page 667	6/4/12
Shackelford County, Texas	Volume 554, Page 552	6/4/12
Sherman County, Texas	Volume 302, Page 300	6/5/12
Stonewall County, Texas	Volume 472, Page 974	6/4/12
Upton County, Texas	Volume 871, Page 466	6/5/12
Val Verde County, Texas	#00271240	6/5/12
Ward County, Texas	Volume 936, Page 386	6/4/12
Wheeler County, Texas	Volume 656, Page 870	6/4/12
Winkler County, Texas	#C8515	6/4/12

(b) First Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of July 25, 2012 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 39, 44, 45, 46, 47, 48, 49, 50, 51, 57 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Andrews County, Texas	Volume 1040, Page 544	8/13/12
Carson County, Texas	Volume 565, Page 390	8/10/12
Crane County, Texas	Volume 539, Page 561	8/10/12

JURISDICTION	FILING INFORMATION	FILE DATE
Crockett County, Texas	Book 762, Page 667	8/13/12
Dawson County, Texas	Book 687, Page 786	8/10/12
Ector County, Texas	#2012-00012367	8/10/12
Garza County, Texas	Volume 326, Page 427	8/13/12
Glasscock County, Texas	Book 195, Page 518	8/10/12
Gray County, Texas	Volume 961, Page 155	8/10/12
Hansford County, Texas	Volume 394, Page 138	8/10/12
Hartley County, Texas	Volume 139, Page 708	8/10/12
Hemphill County, Texas	Volume 728, Page 340	8/10/12
Hockley County, Texas	Volume 943, Page 525	8/10/12
Howard County, Texas	Volume 1285, Page 451	8/10/12
Hutchinson County, Texas	Volume 1724, Page 109	8/10/12
Irion County, Texas	Book 198, Page 827	8/13/12
Lipscomb County, Texas	Volume 516, Page 283	8/10/12
Martin County, Texas	Volume 346, Page 746	8/10/12
Midland County, Texas	#2012-17125	8/10/12
Moore County, Texas	Book 716, Page 460	8/10/12
Ochiltree County, Texas	Volume 757, Page 826	8/10/12
Oldham County, Texas	Volume 217, Page 185	8/13/12
Pecos County, Texas	Volume 52, Page 164	8/10/12
Potter County, Texas	#1220382	8/13/12
Roberts County, Texas	Volume 270, Page 304	8/22/12
Schleicher County, Texas	Volume 486, Page 155	8/10/12

JURISDICTION	FILING INFORMATION	FILE DATE
Shackelford County, Texas	Volume 555, Page 900	8/10/12
Sherman County, Texas	Volume 303, Page 464	8/10/12
Stonewall County, Texas	Volume 474, Page 410	8/13/12
Upton County, Texas	Volume 876, Page 277	8/13/12
Val Verde County, Texas	#00272470	8/10/12
Ward County, Texas	Volume 942, Page 351	8/10/12
Wheeler County, Texas	Volume 659, Page 718	8/10/12
Winkler County, Texas	#C8993	8/13/12

(c) Second Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of April 24, 2013 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 39, 44, 45, 46, 47, 48, 49, 50, 51, 57 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Andrews County, Texas	Volume 1068, Page 715	5/7/13
Carson County, Texas	Volume 582, Page 19	5/6/13
Crane County, Texas	Volume 550, Page 208	5/6/13
Crockett County, Texas	Book 775, Page 544	5/8/13
Dawson County, Texas	Book 706, Page 435	5/6/13
Ector County, Texas	#2013-00007428	5/7/13
Garza County, Texas	Volume 331, Page 357	5/6/13
Glasscock County, Texas	Book 217, Page 550	5/6/13
Gray County, Texas	Volume 976, Page 124	5/14/13
Hansford County, Texas	Volume 401, Page 281	5/6/13

JURISDICTION	FILING INFORMATION	FILE DATE
Hartley County, Texas	Volume 147, Page 207	5/6/13
Hemphill County, Texas	Volume 744, Page 652	5/6/13
Hockley County, Texas	Volume 965, Page 270	5/7/13
Howard County, Texas	Volume 1329, Page 360	5/6/13
Hutchinson County, Texas	Volume 1771, Page 104	5/13/13
Irion County, Texas	Book 205, Page 728	5/13/13
Lipscomb County, Texas	Volume 525, Page 212	5/6/13
Martin County, Texas	Volume 372, Page 750	5/13/13
Midland County, Texas	#2013-10789	5/7/13
Moore County, Texas	Book 728, Page 939	5/6/13
Ochiltree County, Texas	Volume 770, Page 361	5/7/13
Oldham County, Texas	Volume 221, Page 495	5/6/13
Pecos County, Texas	Volume 76, Page 758	5/6/13
Potter County, Texas	#1235904	5/7/13
Roberts County, Texas	Volume 281, Page 122	5/17/13
Schleicher County, Texas	Volume 490, Page 886	5/6/13
Shackelford County, Texas	Volume 561, Page 109	5/6/13
Sherman County, Texas	Volume 308, Page 187	5/6/13
Stonewall County, Texas	Volume 480, Page 27	5/6/13
Upton County, Texas	Volume 891, Page 802	5/6/13
Val Verde County, Texas	#00277081	5/6/13
Ward County, Texas	Volume 967, Page 301	5/6/13
Wheeler County, Texas	Volume 672, Page 804	5/20/13
Winkler County, Texas	#C10895	5/7/13

(d) Third Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 30, 2014 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in item 39 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Ector County, Texas	#2014-00008860	6/17/14

(e) Fourth Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of February 5, 2015 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Martin County, Texas	Volume 445, Page 538	4/7/15

(f) Fifth Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of January 8, 2016 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Andrews County, Texas	#16-0297	1/28/16
Carson County, Texas	Volume 648, Page 139	1/29/16
Crane County, Texas	Volume 582, Page 642	1/28/16
Crockett County, Texas	Book 820, Page 598	1/28/16
Dawson County, Texas	Book 783, Page 105	1/29/16
Ector County, Texas	#2016-00001423	2/1/16

JURISDICTION	FILING INFORMATION	FILE DATE
Garza County, Texas	Volume 349, Page 369	1/29/16
Glasscock County, Texas	Volume 305, Page 225	1/28/16
Gray County, Texas	#0208434	1/29/16
Hansford County, Texas	Volume 430, Page 430	1/29/16
Hartley County, Texas	#2016106878	1/29/16
Hockley County, Texas	Volume 1035, Page 103	1/29/16
Howard County, Texas	Volume 1513, Page 528	1/28/16
Hutchinson County, Texas	Volume 1913, Page 268	2/1/16
Irion County, Texas	Book 234, Page 1088	2/1/16
Martin County, Texas	Volume 485, Page 737	1/28/16
Moore County, Texas	Book 771, Page 530	1/29/16
Oldham County, Texas	Volume 234, Page 566	1/29/16
Pecos County, Texas	Volume 174, Page 770	1/28/16
Potter County, Texas	#1287482	2/1/16
Schleicher County, Texas	Volume 504, Page 316	1/29/16
Sherman County, Texas	Volume 321, Page 658	1/29/16
Val Verde County, Texas	#00293784	1/28/16
Ward County, Texas	Volume 1066, Page 226	1/28/16
Winkler County, Texas	#C17327	1/28/16

21. (a) Mortgage, Line of Credit Mortgage, Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of February 28, 2013 from Linn Energy Holdings, LLC in favor of Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 39, 45, 50, 51, 56 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Eddy County, New Mexico	Book 928, Page 238	3/25/13
Lea County, New Mexico	Book 1827, Page 464	3/25/13
Cherokee County, Texas	Volume 2160, Page 76	3/25/13
Hemphill County, Texas	Volume 741, Page 745	3/26/13
Howard County, Texas	Volume 1322, Page 20	3/25/13
Smith County, Texas	#2013-00013035	3/25/13
Wheeler County, Texas	Volume 670, Page 265	3/25/13
Sublette County, Wyoming	Book 196, Page 253	3/11/13

(b) First Amendment to Mortgage, Line of Credit Mortgage, Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of April 24, 2013 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 39, 45, 50, 51, 56 and 58 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Eddy County, New Mexico	Book 934, Page 128	5/8/13
Lea County, New Mexico	Book 1834, Page 738	5/7/13
Cherokee County, Texas	Volume 2168, Page 129	5/9/13
Hemphill County, Texas	Volume 744, Page 646	5/6/13
Howard County, Texas	Volume 1329, Page 353	5/6/13
Smith County, Texas	#2013-00021346	5/9/13
Wheeler County, Texas	Volume 672, Page 798	5/20/13
Sublette County, Wyoming	Book 149 O&G, Page 306	5/10/13

(c) Second Amendment to Mortgage, Line of Credit Mortgage, Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of December 16, 2014 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Sublette County, Wyoming	Book 155 O&G, Page 742	1/6/15

(d) Third Amendment and Supplement to Mortgage, Line of Credit Mortgage, Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of February 5, 2015 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Eddy County, New Mexico	Book 1018, Page 429	4/20/15
Lea County, New Mexico	Book 1953, Page 461	4/13/15

(e) Fourth Amendment and Supplement to Mortgage, Line of Credit Mortgage, Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of January 8, 2016 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Eddy County, New Mexico	Book 1055, Page 261	2/1/16
Lea County, New Mexico	Book 2003, Page 889	2/1/16
Cherokee County, Texas	Volume 2307, Page 676	1/29/16
Howard County, Texas	Volume 1513, Page 577	1/28/16
Smith County, Texas	#20160100004225	1/29/16
Sublette County, Wyoming	Book 157 O&G, Page 686	2/2/16

22. (a) Mortgage, Line of Credit Mortgage, Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of April 23, 2013 from Linn Energy Holdings, LLC in favor of Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Dunn County, North Dakota	#3065630	5/17/13
McKenzie County, North Dakota	#451617	5/24/13
Mountrail County, North Dakota	#400381	5/20/13
Williams County, North Dakota	#765074	7/31/13

(b) First Amendment and Supplement to Mortgage, Line of Credit Mortgage, Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of February 5, 2015 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Dunn County, North Dakota	#3075757	4/10/15
McKenzie County, North Dakota	#480012	4/14/15
Mountrail County, North Dakota	#418257	5/4/15
Williams County, North Dakota	#804611	4/14/15

(c) Second Amendment and Supplement to Mortgage, Line of Credit Mortgage, Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of January 8, 2016 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Dunn County, North Dakota	#3079108	2/10/16
McKenzie County, North Dakota	#489323	2/1/16

JURISDICTION	FILING INFORMATION	FILE DATE
Mountrail County, North Dakota	#423678	2/29/16
Williams County, North Dakota	#818421	1/29/16

23. Certified Certificate of Amendment of Linn Gas Marketing, LLC changing its name to Linn Midstream, LLC, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Alfalfa County, Oklahoma	Book 733, Page 269	11/8/13
Beaver County, Oklahoma	Book 1301, Page 266	11/12/13
Beckham County, Oklahoma	Book 2141, Page 967	11/8/13
Blaine County, Oklahoma	Book 1124, Page 19	11/8/13
Caddo County, Oklahoma	Volume 2910, Page 546	11/8/13
Canadian County, Oklahoma	Book 4093, Page 679	12/10/13
Carter County, Oklahoma	Book 5799, Page 113	11/12/13
Cimarron County, Oklahoma	Book 371, Page 738	11/12/13
Custer County, Oklahoma	Book 1613, Page 218	11/12/13
Dewey County, Oklahoma	Book 1505, Page 271	11/8/13
Ellis County, Oklahoma	Book 895, Page 183	11/8/13
Garfield County, Oklahoma	Book 2165, Page 529	12/10/13
Garvin County, Oklahoma	Book 2038, Page 224	11/8/13
Grady County, Oklahoma	Book 4686, Page 79	11/8/13
Harper County, Oklahoma	Book 693, Page 299	11/8/13
Haskell County, Oklahoma	Book 831, Page 89	11/8/13

JURISDICTION	FILING INFORMATION	FILE DATE
Kay County, Oklahoma	Book 1626, Page 868	11/8/13
Kingfisher County, Oklahoma	Book 2643, Page 19	11/8/13
Latimer County, Oklahoma	Book 798, Page 120	11/8/13
Lincoln County, Oklahoma	Book 2081, Page 89	11/8/13
Logan County, Oklahoma	Book 2462, Page 457	11/8/13
Love County, Oklahoma	Book 754, Page 273	11/12/13
Major County, Oklahoma	Book 1855, Page 352	11/8/13
Noble County, Oklahoma	Book 752, Page 138	11/8/13
Oklahoma County, Oklahoma	Book RE 12401, Page 1922	11/8/13
Osage County, Oklahoma	Book 1537, Page 520	11/8/13
Pottawatomie County, Oklahoma	#201300018773	11/8/13
Roger Mills County, Oklahoma	Book 2219, Page 53	11/8/13
Stephens County, Oklahoma	Book 4640, Page 102	11/8/13
Texas County, Oklahoma	Book 1281, Page 681	11/12/13
Woods County, Oklahoma	Book 1185, Page 278	11/8/13
Woodward County, Oklahoma	Book 2227, Page 256	11/8/13
Andrews County, Texas	Volume 1089, Page 526	11/12/13
Carson County, Texas	Volume 596, Page 99	11/12/13
Hansford County, Texas	Volume 407, Page 601	11/12/13
Hemphill County, Texas	Volume 756, Page 210	11/12/13
Hutchinson County, Texas	Volume 1799, Page 93	11/12/13
Irion County, Texas	Volume 211, Page 645	11/12/13

JURISDICTION	FILING INFORMATION	FILE DATE
Lavaca County, Texas	Volume 632, Page 264	11/8/13
Lipscomb County, Texas	Volume 531, Page 745	11/12/13
Midland County, Texas	#2013-26898	11/12/13
Moore County, Texas	Volume 738, Page 731	11/12/13
Ochiltree County, Texas	#2013-104011	11/12/13
Potter County, Texas	#1246896	11/18/13
Sherman County, Texas	Volume 311, Page 116	12/20/13
Wheeler County, Texas	Volume 680, Page 163	11/12/13

24. Mortgage, Line of Credit Mortgage, Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of May 30, 2014 from Linn Energy Holdings, LLC in favor of Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Natrona County, Wyoming	#973319	6/19/14

25. (a) Mortgage, Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of December 16, 2014 from Linn Energy Holdings, LLC for the benefit of Wells Fargo Bank, National Association, as Administrative Agent, SAVE AND EXCEPT the property released in items 25(b) and 55 below, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Coal County, Oklahoma	Book 817, Page 625	1/9/15
Hughes County, Oklahoma	Book 1306, Page 1	1/8/15
Pittsburg County, Oklahoma	Book 2144, Page 236	1/6/15
Brooks County, Texas	Volume 342, Page 474	1/12/15

JURISDICTION	FILING INFORMATION	FILE DATE
Colorado County, Texas	Volume 771, Page 466	1/5/15
Duval County, Texas	Volume 607, Page 500	1/5/15
Freestone County, Texas	Volume 1649, Page 118	1/20/15
Galveston County, Texas	#2015000720	1/6/15
Hidalgo County, Texas	#2015-2575997	1/6/15
Jasper County, Texas	Volume 1023, Page 421	1/5/15
Jim Hogg County, Texas	Book 120, Page 339	1/9/15
Jim Wells County, Texas	Volume 1240, Page 459	1/6/15
Liberty County, Texas	#2015000127	1/6/15
Limestone County, Texas	#20150049; re-recorded as #20150123 to correct recording sequence	1/8/15; re-recorded 1/15/15
Marion County, Texas	Volume 898, Page 153	1/5/15
Matagorda County, Texas	#2015-40	1/5/15
Montgomery County, Texas	#PI-145-2015001284-187	1/6/15
Nueces County, Texas	#2015000566	1/7/15
Orange County, Texas	#414912	1/9/15
Polk County, Texas	Volume 1980, Page 1	1/9/15
Robertson County, Texas	Volume 1254, Page 7	1/12/15
Starr County, Texas	Volume 1435, Page 176	1/5/15
Upshur County, Texas	Volume 1174, Page 325	1/21/15
Victoria County, Texas	#201500220	1/7/15
Webb County, Texas	Volume 3730, Page 78	1/13/15
Wharton County, Texas	Book 976, Page 539	1/5/15

JURISDICTION	FILING INFORMATION	FILE DATE
Zapata County, Texas	Volume 955, Page 796	1/5/15
Carbon County, Utah	Book 836, Page 4	1/9/15
Duchesne County, Utah	Book M431, Page 428	12/31/14
Emery County, Utah	#409049	1/8/15
Uintah County, Utah	Book 1417, Page 1	1/14/15
Carbon County, Wyoming	Book 1264, Page 204	1/13/15
Sweetwater County, Wyoming	Book 1208, Page 1618	1/5/15

(b) Partial Release of Liens by Wells Fargo Bank, National Association dated October 6, 2015 with respect to item 25(a) above, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Polk County, Texas	#2015-2017-991	10/14/15

(c) First Amendment and Supplement to Mortgage, Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of January 8, 2016 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Coal County, Oklahoma	Book 839, Page 78	2/8/16
Hughes County, Oklahoma	Book 1338, Page 1	2/1/16
Pittsburg County, Oklahoma	Book 2219, Page 491	2/1/16
Brooks County, Texas	Volume 351, Page 788	2/25/16
Colorado County, Texas	Volume 801, Page 688	1/28/16
Duval County, Texas	Volume 627, Page 738	2/5/16
Freestone County, Texas	Volume 1681, Page 861	2/1/16

JURISDICTION	FILING INFORMATION	FILE DATE
Galveston County, Texas	#2016004815	1/27/16
Hidalgo County, Texas	#2683085	2/5/16
Jasper County, Texas	Volume 1055, Page 933	1/29/16
Jim Hogg County, Texas	Book 125, Page 796	2/19/16
Jim Wells County, Texas	Volume 1272, Page 254	2/1/16
Liberty County, Texas	#2016001445	1/29/16
Limestone County, Texas	#20160284	1/28/16
Marion County, Texas	Volume 917, Page 417	1/29/16
Matagorda County, Texas	#2016-481	1/27/16
Montgomery County, Texas	#PI-145-2016007180	1/28/16
Nueces County, Texas	#2016004100	2/1/16
Robertson County, Texas	Volume 1283, Page 173	1/28/16
Starr County, Texas	Volume 1469, Page 132	1/28/16
Upshur County, Texas	Volume 1232, Page 541	1/28/16
Victoria County, Texas	#201601129	2/1/16
Webb County, Texas	Volume 3917, Page 520	1/28/16
Wharton County, Texas	Book 1011, Page 608	1/28/16
Zapata County, Texas	Volume 974, Page 604	2/1/16
Carbon County, Utah	Book 858, Page 194	2/9/16
Duchesne County, Utah	#491582	2/8/16
Emery County, Utah	#411724	2/1/16
Uintah County, Utah	Book 1462, Page 664	1/29/16
Carbon County, Wyoming	Book 1282, Page 153	1/29/2016

JURISDICTION	FILING INFORMATION	FILE DATE
Sweetwater County, Wyoming	Book 1213, Page 177	1/29/16

26. (a) Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of February 5, 2015 from Linn Energy Holdings, LLC for the benefit of Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Kern County, California	#0215048816	4/22/15

(b) First Amendment and Supplement to Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of January 8, 2016 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Kern County, California	#216027298	3/4/16

27. (a) Mortgage, Line of Credit Mortgage, Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of February 5, 2015 from Linn Energy Holdings, LLC in favor of Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Bowman County, North Dakota	#178239	4/7/15

(b) First Amendment and Supplement to Mortgage, Line of Credit Mortgage, Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of January 8, 2016 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Bowman County, North Dakota	#179495	2/8/16

28. (a) Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of February 5, 2015 from Linn Energy Holdings, LLC to Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Coal County, Oklahoma	Book 821, Page 217	4/20/15
Hughes County, Oklahoma	Book 1315, Page 814	4/21/15
Washita County, Oklahoma	Book 1292, Page 758	4/20/15

(b) First Amendment and Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of January 8, 2016 between Linn Energy Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Coal County, Oklahoma	Book 839, Page 93	2/8/16
Hughes County, Oklahoma	Book 1338, Page 20	2/1/16
Washita County, Oklahoma	Book 1307, Page 64	2/1/16

29. Mortgage, Line of Credit Mortgage, Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of January 15, 2016 from Linn Energy Holdings, LLC to Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Grant County, Kansas	Book 284, Page 1	2/4/16
Stanton County, Kansas	Book 80, Page 15	2/5/16

JURISDICTION	FILING INFORMATION	FILE DATE
Stevens County, Kansas	Book 305, Page 1	2/8/16

30. UCC Financing Statements with Linn Energy Holdings, LLC, as debtor and Wells Fargo Bank, National Association, as Administrative Agent, as secured party, with respect to item 29 above, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Grant County, Kansas	UCC # 16-01	2/4/16
Stanton County, Kansas	Book 23, Page 152	2/5/16
Stevens County, Kansas	#133	2/8/16

31. Mortgage, Line of Credit Mortgage, Deed of Trust, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of January 8, 2016 from Linn Energy Holdings, LLC to Wells Fargo Bank, National Association, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Marion County, Illinois	#2016R00483	2/3/16
Wayne County, Illinois	#2016-00000521	1/29/16
Beauregard Parish, Louisiana	Book 767, Page 702	2/1/16
Bienville Parish, Louisiana	#20160176	1/25/16
Bossier Parish, Louisiana	#1136218	1/26/16
Claiborne Parish, Louisiana	Book 730, Page 240	1/25/16
Jackson Parish, Louisiana	#407304	1/25/16
Lafourche Parish, Louisiana	Book 1765, Page 208	2/2/16
Lincoln Parish, Louisiana	#F158299, MOB 1120, Page 658	1/25/16

JURISDICTION	FILING INFORMATION	FILE DATE
Ouachita Parish, Louisiana	#1695742, Book 3423, Page 589	2/5/16
Plaquemines Parish, Louisiana	#2016-00000306, Book 678, Page 304	1/25/16
St. Mary Parish, Louisiana	#333143, Book 1462, Page 50	1/25/16
Terrebonne Parish, Louisiana	#1499151, Book 2802, Page 611	1/25/16
Vermilion Parish, Louisiana	#2016000791-MO	1/26/16
Webster Parish, Louisiana	#557433, Book 880, Page 632	2/1/16
Winn Parish, Louisiana	#216836, Book 292, Page 411	1/25/16
Alcona County, Michigan	Liber 520, Page 1105	1/29/16
Alpena County, Michigan	Liber 511, Page 738	2/1/16
Antrim County, Michigan	#201600000738	2/1/16
Crawford County, Michigan	Liber 725, Page 550	1/29/16
Grand Traverse County, Michigan	#2016R-01739	1/29/16
Kalkaska County, Michigan	#3128537	2/11/16
Macomb County, Michigan	Liber 23849, Page 161	1/29/2016
Mason County, Michigan	#2016R00945	2/29/16
Montmorency County, Michigan	Liber 352, Page 749	1/29/16
Oakland County, Michigan	Liber 49057, Page 41	1/29/2016
Oceana County, Michigan	Liber 2016, Page 1722	1/29/16
Ogemaw County, Michigan	#3132305	1/29/16
Osceola County, Michigan	Liber 952, Page 402	1/29/16
Oscoda County, Michigan	#216-00173	2/2/16

JURISDICTION	FILING INFORMATION	FILE DATE
Otsego County, Michigan	Liber 1395, Page 1	2/1/16
Wexford County, Michigan	Liber 676, Page 2403	2/1/16
Payne County, Oklahoma	Book 2306, Page 933	1/29/16
Harding County, South Dakota	Book 141 O&G, Page 224	2/1/16
Austin County, Texas	#160407	1/28/16
Fayette County, Texas	Volume 1762, Page 874	1/28/16
Fort Bend County, Texas	#2016008674	1/27/16
Goliad County, Texas	Volume 435, Page 326	2/12/16
Hardin County, Texas	#2016-62375	2/9/16
Harris County, Texas	#RP-2016-37565	1/28/16
Henderson County, Texas	#2016-00001062	1/28/16
Jefferson County, Texas	#2016002714	1/28/16
Kenedy County, Texas	Volume 66, Page 306	2/1/16
Leon County, Texas	Volume 1658, Page 282	1/29/16
San Jacinto County, Texas	#20160594	1/29/16
Wood County, Texas	#2016-00001130	1/29/16

32. UCC Financing Statement with Linn Energy Holdings, LLC, as debtor and Wells Fargo Bank, National Association, as Administrative Agent, as secured party, with respect to item 31 above, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Bienville Parish, Louisiana	#07-128344	1/26/16

33. Partial Release of Liens by Wells Fargo Bank, National Association, as Administrative Agent, to Linn Energy Holdings, LLC, Linn Exploration MidContinent, LLC, Mid-Continent I, LLC and Mid-Continent II, LLC, dated May 28, 2013, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Beaver County, Oklahoma	Book 1291, Page 190	6/6/13
Blaine County, Oklahoma	Book 1115, Page 456	6/6/13
Dewey County, Oklahoma	Book 1492, Page 361	6/6/13
Ellis County, Oklahoma	Book 886, Page 263	6/5/13
Roger Mills County, Oklahoma	Book 2195, Page 374	6/5/13
Woodward County, Oklahoma	Book 2214, Page 351	6/5/13

34. Partial Release of Lien by Wells Fargo Bank, National Association, as Administrative Agent, to Linn Exploration MidContinent, LLC, Mid-Continent I, LLC, Mid-Continent II, LLC, Linn Energy Holdings, LLC, Linn Gas Marketing, LLC, and Linn Operating, Inc., dated December 10, 2014, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Beckham County, Oklahoma	Book 2178, Page 680	1/7/15

35. Partial Release of Lien by Wells Fargo Bank, National Association, as Administrative Agent, to Linn Exploration MidContinent, LLC, Mid-Continent I, LLC, Mid-Continent II, LLC, Linn Energy Holdings, LLC, Linn Gas Marketing, LLC, and Linn Operating, Inc., dated December 10, 2014, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Ellis County, Oklahoma	Book 913, Page 634	1/7/15

36. Partial Release of Lien by Wells Fargo Bank, National Association, as Administrative Agent, to Linn Energy Holdings, LLC, Mid-Continent I, LLC, Mid-Continent II, LLC, and Linn Exploration MidContinent, LLC dated October 24, 2014, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Blaine County, Oklahoma	Book 1147, Page 76	10/31/14
	Book 1148, Page 217	11/6/14

37. Partial Release of Lien by Wells Fargo Bank, National Association, as Administrative Agent to Mid-Continent II, LLC, Linn Energy Holdings, LLC, Linn Exploration MidContinent, LLC, Linn Gas Marketing, LLC, Linn Operating, Inc., Mid-Continent I, LLC, dated March 19, 2014, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Roger Mills County, Oklahoma	Book 2242, Page 406	3/27/14

38. Partial Release of Lien by Wells Fargo Bank, National Association, as Administrative Agent to Linn Energy Holdings, LLC, Mid-Continent I, LLC, Linn Exploration MidContinent, LLC, Linn Gas Marketing, LLC, Mid-Continent II, LLC, Linn Operating, Inc., dated December 10, 2014, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Roger Mills County, Oklahoma	Book 2282, Page 1	1/7/15

39. Partial Release of Liens by Wells Fargo Bank, National Association, as Administrative Agent to Berry Petroleum Company and Linn Energy Holdings, LLC, dated November 19, 2014, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Andrews County, Texas	#14-6279	11/24/14
Ector County, Texas	#2014-00018030	11/24/14
Howard County, Texas	Volume 1427, Page 497	11/24/14
Martin County, Texas	Volume 432, Page 78	11/24/14
Midland County, Texas	#2014-27648	11/24/14
Upton County, Texas	Volume 929, Page 86	11/24/14

40. Partial Release of Lien by Wells Fargo Bank, National Association, as Administrative Agent to Linn Operating, Inc., dated January 9, 2015, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Hutchinson County, Texas	Volume 1865, Page 271	2/2/15

41. Partial Release of Lien by Wells Fargo Bank, National Association, as Administrative Agent to Linn Energy Holdings, LLC, Linn Gas Marketing, LLC and Linn Operating, Inc., dated May 9, 2014, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Midland County, Texas	#2014-10521	5/9/14

42. Partial Release of Lien by Wells Fargo Bank, National Association, as Administrative Agent to Linn Energy Holdings, LLC, Linn Gas Marketing, LLC and Linn Operating, Inc., dated May 14, 2014, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Midland County, Texas	#2014-12095	5/30/14

43. Partial Release of Lien by Wells Fargo Bank, National Association, as Administrative Agent to Linn Energy Holdings, LLC, Linn Gas Marketing, LLC and Linn Operating, Inc., dated October 24, 2014, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Midland County, Texas	#2015-1205	1/16/15

44. Partial Release of Lien by Wells Fargo Bank, National Association, as Administrative Agent to Linn Energy Holdings, LLC, Linn Gas Marketing, LLC and Linn Operating, Inc., dated December 10, 2014, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Lipscomb County, Texas	Volume 546, Page 247	1/6/15

45. Partial Release of Lien by Wells Fargo Bank, National Association, as Administrative Agent to Linn Energy Holdings, LLC, Linn Gas Marketing, LLC, Linn Exploration MidContinent, LLC, Linn Operating, Inc., dated December 10, 2014, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Hemphill County, Texas	Volume 779, Page 234	1/6/15

46. Partial Release of Liens by Wells Fargo Bank, National Association, as Administrative Agent to Berry Petroleum Company and Linn Energy Holdings, LLC, dated November 19, 2014, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Dawson County, Texas	Book 758, Page 1	11/24/14

47. Partial Release of Lien by Wells Fargo Bank, National Association, as Administrative Agent to Linn Energy Holdings, LLC, dated December 10, 2014, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Roberts County, Texas	Volume 306, Page 175	1/6/15

48. Partial Release of Lien by Wells Fargo Bank, National Association, as Administrative Agent to Linn Energy Holdings, LLC, Linn Gas Marketing, LLC, and Linn Operating, Inc., dated December 10, 2014, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Hansford County, Texas	Volume 419, Page 176	1/6/15

49. Partial Release of Liens by Wells Fargo Bank, National Association, as Administrative Agent to Berry Petroleum Company and Linn Energy Holdings, LLC, dated August 14, 2014, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Martin County, Texas	Volume 421, Page 138	8/18/14

50. Partial Release of Liens by Wells Fargo Bank, National Association, as Administrative Agent to Linn Energy Holdings, LLC, dated July 23, 2015, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Howard County, Texas	Volume 1483, Page 633	9/14/15

51. Partial Release of Liens by Wells Fargo Bank, National Association, as Administrative Agent to Linn Energy Holdings, LLC, dated May 28, 2013, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Hansford County, Texas	Volume 401, Page 692	6/5/13
Hemphill County, Texas	Volume 746, Page 546	6/5/13
Lipscomb County, Texas	Volume 525, Page 774	6/5/13

52. Partial Release of Liens by Wells Fargo Bank, National Association, as Administrative Agent to Mid-Continent II, LLC, dated December 12, 2013, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Beaver County, Oklahoma	Book 1307, Page 257	1/16/14

53. Partial Release of Lien by Wells Fargo Bank, National Association, as Administrative Agent to Mid-Continent II, LLC, dated August 11, 2015, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Blaine County, Oklahoma	Book 1178, Page 426	8/27/15

54. Disclaimer and Partial Release of Mortgage by Wells Fargo Bank, National Association, as Administrative Agent to Mid-Continent II, LLC, dated November 8, 2013, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Ellis County, Oklahoma	Book 895, Page 534	11/19/13

55. Partial Release of Liens by Wells Fargo Bank, National Association, as Administrative Agent to Linn Energy Holdings, LLC, dated January 28, 2015, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Sweetwater County, Wyoming	Book 1208, Page 3710	2/3/15

56. Partial Release of Liens by Wells Fargo Bank, National Association, as Administrative Agent to Linn Energy Holdings, LLC, dated November 19, 2014, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Eddy County, New Mexico	Book 1001, Page 83	11/24/14
Lea County, New Mexico	Book 1928, Page 886	11/24/14

57. Partial Release of Liens by Wells Fargo Bank, National Association, as Administrative Agent to Linn Energy Holdings, LLC dated November 19, 2014, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Garza County, Texas	Volume 341, Page 322	11/24/14

58. Partial Release of Liens by Wells Fargo Bank, National Association, as Administrative Agent to Linn Energy Holdings, LLC, Linn Gas Marketing, LLC, Linn Exploration MidContinent, LLC, and Linn Operating, Inc., dated December 10, 2014, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Wheeler County, Texas	Volume 698, Page 59	1/6/15

EXHIBIT A-1
[FORM OF] REVOLVING LOAN NOTE

$[ ] February 28, 2017

FOR VALUE RECEIVED, Linn Energy Holdco II LLC, a Delaware limited liability company (the "Borrower"), hereby promises to pay to [ ] (the "Lender"), at the principal office of Wells Fargo Bank, National Association, as administrative agent (the "Administrative Agent"), located at 1000 Louisiana Street, 9th Floor, Houston, Texas 77002, on the Maturity Date, the principal sum of [ ] Dollars ($[ ]) (or such lesser amount as shall equal the aggregate unpaid principal amount of the Revolving Loans made by the Lender to the Borrower under the Credit Agreement, as hereinafter defined), in lawful money of the United States of America and in immediately available funds, and to pay interest on the unpaid principal amount of each such Revolving Loan, at such office, in like money and funds, for the period commencing on the date of such Revolving Loan until such Revolving Loan shall be paid in full, at the rates per annum and on the dates provided in the Credit Agreement.

The date, amount, Type, interest rate, Interest Period and maturity of each Revolving Loan made by the Lender to the Borrower, and each payment made on account of the principal thereof, shall be recorded by the Lender on its books and, prior to any transfer of this Revolving Loan Note, may be endorsed by the Lender on the schedules attached hereto or any continuation thereof or on any separate record maintained by the Lender. Failure to make any such notation or to attach a schedule shall not affect the Lender's or the Borrower's rights or obligations in respect of such Revolving Loans or affect the validity of such transfer by the Lender of this Revolving Loan Note.

This Revolving Loan Note is one of the Revolving Loan Notes referred to in the Credit Agreement dated as of February 28, 2017 among the Borrower, Linn Energy, Inc., a Delaware corporation, Linn Energy Holdco LLC, a Delaware limited liability company, each Subsidiary Guarantor from time to time party thereto, the Administrative Agent and the lenders from time to time party thereto (including the Lender), and evidences Revolving Loans made by the Lender thereunder (such Credit Agreement, as the same may be amended, supplemented or restated from time to time, the "Credit Agreement"). Capitalized terms used in this Revolving Loan Note but not defined herein have the respective meanings assigned to them in the Credit Agreement.

This Revolving Loan Note is issued pursuant to, and is subject to the terms and conditions set forth in, the Credit Agreement and is entitled to the benefits provided for in the Credit Agreement and the other Loan Documents. The Credit Agreement provides for the acceleration of the maturity of this Revolving Loan Note upon the occurrence of certain events, for prepayments of Revolving Loans upon the terms and conditions specified therein and other provisions relevant to this Revolving Loan Note.

THIS REVOLVING LOAN NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.

LINN ENERGY HOLDCO II LLC
By: _____
Name: _____
Title: _____

EXHIBIT A-2
[FORM OF] TERM LOAN NOTE

$[ ] February 28, 2017

FOR VALUE RECEIVED, Linn Energy Holdco II LLC, a Delaware limited liability company (the "Borrower"), hereby promises to pay to [ ] (the "Lender"), at the principal office of Wells Fargo Bank, National Association, as administrative agent (the "Administrative Agent"), located at 1000 Louisiana Street, 9th Floor, Houston, Texas 77002, on the Maturity Date, the principal sum of [ ] Dollars ($[ ]) (or such lesser amount as shall equal the aggregate unpaid principal amount of the Term Loans made by the Lender to the Borrower under the Credit Agreement, as hereinafter defined), in lawful money of the United States of America and in immediately available funds, and to pay interest on the unpaid principal amount of each such Term Loan, at such office, in like money and funds, for the period commencing on the date of such Term Loan until such Term Loan shall be paid in full, at the rates per annum and on the dates provided in the Credit Agreement.

The date, amount, Type, interest rate, Interest Period and maturity of each Term Loan made by the Lender to the Borrower, and each payment made on account of the principal thereof, shall be recorded by the Lender on its books and, prior to any transfer of this Term Loan Note, may be endorsed by the Lender on the schedules attached hereto or any continuation thereof or on any separate record maintained by the Lender. Failure to make any such notation or to attach a schedule shall not affect the Lender's or the Borrower's rights or obligations in respect of such Term Loans or affect the validity of such transfer by the Lender of this Term Loan Note.

This Term Loan Note is one of the Term Loan Notes referred to in the Credit Agreement dated as of February 28, 2017 among the Borrower, Linn Energy, Inc., a Delaware corporation, Linn Energy Holdco LLC, a Delaware limited liability company, each Subsidiary Guarantor from time to time party thereto, the Administrative Agent and the lenders from time to time party thereto (including the Lender), and evidences Term Loans made by the Lender thereunder (such Credit Agreement, as the same may be amended, supplemented or restated from time to time, the "Credit Agreement"). Capitalized terms used in this Term Loan Note but not defined herein have the respective meanings assigned to them in the Credit Agreement.

This Term Loan Note is issued pursuant to, and is subject to the terms and conditions set forth in, the Credit Agreement and is entitled to the benefits provided for in the Credit Agreement and the other Loan Documents. The Credit Agreement provides for the acceleration of the maturity of this Term Loan Note upon the occurrence of certain events, for prepayments of Term Loans upon the terms and conditions specified therein and other provisions relevant to this Term Loan Note.

THIS TERM LOAN NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.

LINN ENERGY HOLDCO II LLC
By: _____
Name: _____
Title: _____

EXHIBIT B
[FORM OF] COMPLIANCE CERTIFICATE

Reference is hereby made to the Credit Agreement dated as of February 28, 2017 (as the same may be amended, supplemented or restated from time to time, the "Credit Agreement") among Linn Energy Holdco II LLC, a Delaware limited liability company (the "Borrower"), Linn Energy, Inc., a Delaware corporation ("Linn Energy"), Linn Energy Holdco LLC, a Delaware limited liability company, each Subsidiary Guarantor from time to time party thereto, Wells Fargo Bank, National Association as Administrative Agent, and the Lenders from time to time party thereto. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement. The undersigned hereby certify on behalf of the Borrower and Linn Energy as follows:

(i) No Default has occurred and is continuing as of the date hereof. [*If a Default has occurred and is continuing, specify the details thereof and any action taken or proposed to be taken with respect thereto.*]

(ii) No change in GAAP or in the application thereof has occurred since the Effective Date which materially changes the calculation of any covenant or affects compliance with the terms of the Credit Agreement. [*If such a change has occurred, specify the effect of such change on the financial statements accompanying this certificate.*]

(iii) Attached hereto is all information required by Sections 8.01(d) and 8.01(p) of the Credit Agreement, and Section 4.3(b) of the Security Agreement.

(iv) Attached hereto are the reasonably detailed computations demonstrating that the Obligors are in compliance with Section 9.01 of the Credit Agreement as of the end of the fiscal quarter ending [ ].

EXECUTED AND DELIVERED this [ ] day of [ ], 201[ ].

LINN ENERGY HOLDCO II LLC

By: _____
Name: _____
Title: _____

LINN ENERGY, INC.

By: _____
Name: _____
Title: _____

EXHIBIT C-1
FORM OF GUARANTY AGREEMENT

(See attached.)

GUARANTY AGREEMENT

FOR VALUE RECEIVED, the sufficiency of which is hereby acknowledged, and in consideration of the credit and other financial accommodations to be extended to Linn Energy Holdco II LLC, a Delaware limited liability company (the "Borrower") pursuant to the Credit Agreement (as defined below), each of Linn Energy Inc., a Delaware corporation ("Linn Energy"), Linn Energy Holdco LLC, a Delaware limited liability company ("Energy Holdco"), Linn Energy Holdings, LLC, a Delaware limited liability company ("Energy Holdings"), Linn Operating, LLC, a Delaware limited liability company ("Operating"), Linn Midwest Energy LLC, a Delaware limited liability company ("Midwest"), Linn Midstream, LLC, a Delaware limited liability company ("Midstream"), Linn Marketing, LLC, a Delaware limited liability company ("Marketing" and together with Linn Energy, Energy Holdco, Energy Holdings, Operating, Midwest, Midstream, and each Person who becomes a party to this Guaranty by execution of a supplement in the form of Exhibit A hereto, collectively the "Guarantors" and each individually a "Guarantor") hereby furnishes this guaranty (this "Guaranty"), dated as of February 28, 2017, of the Guaranteed Obligations (as defined below) for the benefit of the Guaranteed Parties (as defined below) as follows:

1. Definitions. Capitalized terms used herein which are not otherwise defined herein are used with the meanings ascribed to such terms in the Credit Agreement (as defined below). For purposes of this Guaranty, the following terms shall have the following meanings:

"Administrative Agent" means Wells Fargo Bank, National Association, as administrative agent for the Lenders, or any successor administrative agent pursuant to the terms of the Credit Agreement.

"Claims" means all claims, liabilities, obligations, losses, damages, penalties, judgments, proceedings, interest, costs and expenses of any kind (including remedial response costs, reasonable and customary attorneys' fees and Extraordinary Expenses) at any time (including after full payment of the Guaranteed Obligations or replacement of any Guaranteed Party) incurred by any Indemnitee or asserted against any Indemnitee by the Borrower, any Guarantor or any other Person, in any way relating to (a) any Loans, any Loan Documents, or the use thereof or transactions relating thereto, (b) any action taken or omitted in connection with any Loan Documents, (c) the existence or perfection of any Liens, or realization upon any Collateral, (d) exercise of any rights or remedies under any Loan Documents or applicable law, or (e) failure by the Borrower or any Guarantor to perform or observe any terms of any Loan Document, in each case including all costs and expenses relating to any investigation, litigation, arbitration or other proceeding (including an Insolvency Proceeding or appellate proceedings), whether or not the applicable Indemnitee is a party thereto.

"Credit Agreement" means that certain Credit Agreement dated as of the date hereof by and among the Borrower, the other parties from time to time signatory thereto as Obligors (including the Guarantors), the financial institutions from time to time party thereto as lenders (the "Lenders") and Administrative Agent, as the same may from time to time be amended, supplemented, modified or amended and restated.

"Guaranteed Obligations" has the meaning given to that term in Section 2.

"Guaranteed Parties" means the "Secured Parties", as defined in the Credit Agreement.

"Guarantor Claims" means all debts and obligations of the Borrower or any other Guarantor to any Guarantor, including but not limited to any obligation of the Borrower or any other Guarantor to such Guarantor as subrogee of the Guaranteed Parties or resulting from such Guarantor's performance under this Guaranty, whether such debts and obligations now exist or are hereafter incurred or arise, or whether the obligation of the debtor thereon be direct, contingent, primary, secondary, several, joint and several, or otherwise, and irrespective of whether such debts or obligations be evidenced by note, contract, open account, or otherwise, and irrespective of the Person or Persons in whose favor such debts or obligations may, at their inception, have been, or may hereafter be created, or the manner in which they have been or may hereafter be acquired by such Guarantor.

"Guaranty Termination Date" means such date on which each of the following events shall have occurred on or prior to such date: (a) all Commitments have terminated or expired; (b) the Credit Agreement has terminated; (c) all Guaranteed Obligations (other than obligations under any Secured Swap Agreement and other than indemnities and other contingent obligations not then due and payable and as to which no claim has been made as of the time of determination) have been indefeasibly paid in full in cash; (d) all Secured Swap Agreements have been terminated and paid in full, novated or the Borrower or applicable Guarantor has provided substitute collateral to the Secured Hedge Provider thereunder to the extent provided under the applicable Secured Swap Agreement (or as to which other arrangements satisfactory to the applicable Secured Hedge Provider shall have been made); and (e) all Letters of Credit have expired or terminated or the LC Exposure has been cash collateralized (or as to which other arrangements satisfactory to the applicable Debtor and the Issuing Bank shall have been made), as provided for in the Credit Agreement.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Guarantor that has total assets exceeding $10,000,000 at the time the relevant guaranty or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

2. Guaranty. Each Guarantor hereby jointly and severally, absolutely and unconditionally guarantees, as a guaranty of payment and performance and not merely as a

guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, and at all times thereafter, of any and all existing and future indebtedness and liabilities of every kind, nature and character, direct or indirect, absolute or contingent, liquidated or unliquidated, voluntary or involuntary and whether for principal, interest, premiums, fees, indemnities, damages, costs, expenses or otherwise, of: (a) the Borrower or any other Guarantor to the Guaranteed Parties arising under the Loan Documents; and (b) the Borrower or any other Guarantor to any Secured Hedge Provider under any Secured Swap Agreement (other than Excluded Swap Obligations of any Obligor that is not a Qualified ECP Guarantor); in each case including all renewals, extensions, amendments and other modifications thereof and all costs, attorneys' fees and expenses incurred by any Guaranteed Party in connection with the collection or enforcement thereof, and whether recovery upon such indebtedness and liabilities may be or hereafter become unenforceable or shall be an allowed or disallowed claim under any proceeding or case commenced by or against any Guarantor or the Borrower under the Bankruptcy Code (Title 11, United States Code), any successor statute or any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally (collectively, "Debtor Relief Laws"), and including interest that accrues after the commencement by or against the Borrower of any proceeding under any Debtor Relief Laws (collectively, the "Guaranteed Obligations"). The books and records of the Guaranteed Parties showing the amount of the Guaranteed Obligations shall be admissible in evidence in any action or proceeding, and shall be binding upon each Guarantor and conclusive for the purpose of establishing the amount of the Guaranteed Obligations absent manifest error. This Guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Guaranteed Obligations or any instrument or agreement evidencing any Guaranteed Obligations, or by the existence, validity, enforceability, perfection, non-perfection or extent of any collateral therefor, or by any fact or circumstance (other than payment in full) relating to the Guaranteed Obligations which might otherwise constitute a defense to the obligations of any Guarantor under this Guaranty, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing other than a defense of payment in full. Anything contained herein to the contrary notwithstanding, the obligations of any Guarantor hereunder at any time shall be limited to an aggregate amount equal to the largest amount that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of the Bankruptcy Code (Title 11, United States Code) or any comparable provisions of any similar federal or state law.

3. [Reserved].

4. Rights of Guaranteed Parties. Each Guarantor consents and agrees that the Guaranteed Parties may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (a) amend, extend, renew, compromise, discharge, accelerate or otherwise change the time for payment or the terms of the Guaranteed Obligations or any part thereof; (b) take, hold, exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any security for the payment of this Guaranty or any Guaranteed Obligations; (c) apply such security and direct the order or manner of sale thereof as the Guaranteed Parties in their sole discretion may determine; and (d) release or

substitute one or more of any endorsers or other guarantors of any of the Guaranteed Obligations. Without limiting the generality of the foregoing, each Guarantor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of such Guarantor under this Guaranty or which, but for this provision, might operate as a discharge of such Guarantor.

5. Certain Waivers. To the fullest extent permitted by applicable law, each Guarantor waives (a) any defense (other than the defense of payment in full of the Guaranteed Obligations) arising by reason of any disability or other defense of the Borrower or any other Guarantor, or the cessation from any cause whatsoever (including any act or omission of any Guaranteed Party) of the liability of the Borrower or any other Guarantor; (b) any defense based on any claim that such Guarantor's obligations exceed or are more burdensome than those of the Borrower or any other Guarantor; (c) the benefit of any statute of limitations affecting such Guarantor's liability hereunder; (d) any right to require the Guaranteed Parties to proceed against the Borrower or any other Guarantor, proceed against or exhaust any security for the Guaranteed Obligations, or pursue any other remedy in any Guaranteed Party's power whatsoever; (e) any benefit of and any right to participate in any security now or hereafter held by the Guaranteed Parties; and (f) any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties. Each Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Guaranteed Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Guaranteed Obligations.

6. Obligations Independent. The obligations of each Guarantor hereunder are those of primary obligor, and not merely as surety, and are independent of the Guaranteed Obligations and the obligations of any other guarantor, and a separate action may be brought against any Guarantor to enforce this Guaranty whether or not the Borrower or any other Person or entity is joined as a party.

7. Subrogation. No Guarantor shall exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect to any payments it makes under this Guaranty unless and until the Guaranty Termination Date has occurred. If any amounts are paid to any Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of the Guaranteed Parties and shall forthwith be paid to the Administrative Agent to reduce the amount of the Guaranteed Obligations, whether matured or unmatured.

8. Termination; Reinstatement. This Guaranty is a continuing and irrevocable guaranty of all Guaranteed Obligations now or hereafter existing and shall remain in full force and effect until the Guaranty Termination Date. This Guaranty shall automatically terminate without any further action by any of the parties hereto upon the occurrence of the Guaranty Termination Date. Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived or reinstated, as the case may be, if any payment by or on behalf of the Borrower or any Guarantor is made, or any Guaranteed Party exercises its right of setoff, in respect of the Guaranteed Obligations and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or

required (including pursuant to any settlement entered into by the Guaranteed Parties in their discretion) to be repaid to a trustee, receiver or any other party, for any reason including in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred and whether or not the Guaranteed Parties are in possession of or have released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The obligations of each Guarantor under the immediately preceding sentence shall survive termination of this Guaranty.

9. Subordination. Each Guarantor hereby subordinates the payment of all Guarantor Claims owing to such Guarantor to the payment in full in cash of all Guaranteed Obligations (other than contingent indemnification and cost reimbursement obligations for which no claim has been asserted). If the Guaranteed Parties so request after the occurrence and during the continuance of an Event of Default, any such obligation or indebtedness of the Borrower to such Guarantor shall be enforced and performance received by such Guarantor as trustee for the Guaranteed Parties and the proceeds thereof shall be paid over to the Guaranteed Parties on account of the Guaranteed Obligations, but without reducing or affecting in any manner the liability of such Guarantor under this Guaranty. After and during the continuation of an Event of Default, no Guarantor shall receive or collect, directly or indirectly, from the Borrower or any other Guarantor in respect thereof any amount upon the Guarantor Claims. In the event of Insolvency Proceedings involving the Borrower or any Guarantor, the Administrative Agent on behalf of the Administrative Agent and the other Guaranteed Parties shall have the right to prove their claim in any proceeding, so as to establish their rights hereunder and receive directly from the receiver, trustee or other court custodian, dividends or distributions which would otherwise be payable upon Guarantor Claims. In the event of such proceeding, each Guarantor hereby assigns such dividends or distributions to the Administrative Agent for the benefit of the Guaranteed Parties for application against the Obligations as provided under Section 10.02(c) of the Credit Agreement. Should the Administrative Agent or any other Guaranteed Party receive, for application upon the Guaranteed Obligations, any such dividends or distributions which is otherwise payable to any Guarantor, and which, as between such Guarantor and the Borrower or any other Guarantor, shall constitute a credit upon the Guarantor Claims, then upon the occurrence of the Guaranty Termination Date, the intended recipient shall become subrogated to the rights of the Administrative Agent and the other Guaranteed Parties to the extent that such dividends or distributions to the Administrative Agent and the other Guaranteed Parties on the Guarantor Claims have contributed toward the liquidation of the Guaranteed Obligations, and such subrogation shall be with respect to that proportion of the Guaranteed Obligations which would have been unpaid if the Administrative Agent and the other Guaranteed Parties had not received such dividends or distributions upon the Guarantor Claims. In the event that, notwithstanding this Section 9, any Guarantor should receive any funds, distributions, dividends or claims which are prohibited by this Section 9, then it agrees: (a) to hold in trust for the Administrative Agent and the other Guaranteed Parties an amount equal to the amount of all funds, payments, claims, dividends or distributions so received, and (b) that it shall have absolutely no dominion over the amount of such funds, payments, claims, dividends, or distributions except to pay them promptly to the Administrative Agent, for the benefit of the Guaranteed Parties; and each Guarantor covenants promptly to pay the same to the Administrative Agent. Each Guarantor agrees that until the Guaranty Termination Date, any Liens securing payment of the Guarantor Claims shall be and remain inferior and subordinate to any Liens securing payment of the Guaranteed Obligations, regardless of whether such

encumbrances in favor of such Guarantor, the Administrative Agent or any other Guaranteed Party presently exist or are hereafter created or attach. Without the prior written consent of the Administrative Agent, no Guarantor, during the period in which any of the Guaranteed Obligations is outstanding or the Commitments are in effect, shall (x) exercise or enforce any creditor's right it may have against any debtor in respect of the Guarantor Claims, or (y) foreclose, repossess, sequester or otherwise take steps or institute any action or proceeding (judicial or otherwise, including without limitation the commencement of or joinder in any liquidation, bankruptcy, rearrangement, debtor's relief or Insolvency Proceeding) to enforce any Lien securing payment of the Guarantor Claims held by it. All promissory notes and all accounts receivable ledgers or other evidence of the Guarantor Claims accepted by or held by any Guarantor shall contain a specific written notice thereon that the indebtedness evidenced thereby is subordinated under the terms of this Guaranty.

10. Stay of Acceleration. In the event that acceleration of the time for payment of any of the Guaranteed Obligations is stayed, in connection with any case commenced by or against any Guarantor or the Borrower under any Debtor Relief Laws, or otherwise, all such amounts shall nonetheless be payable by each Guarantor immediately upon demand by the Guaranteed Parties.

11. Expenses. Each Guarantor shall pay promptly on demand all reasonable and documented out-of-pocket legal, accounting, appraisal, consulting, and other reasonable and documented out-of-pocket fees, costs and expenses and all Extraordinary Expenses incurred by the Guaranteed Parties in any way relating to the enforcement or protection of the Guaranteed Parties' rights under this Guaranty or in respect of the Guaranteed Obligations, including any incurred during any "workout" or restructuring in respect of the Guaranteed Obligations and any incurred in the preservation, protection or enforcement of any rights of the Guaranteed Parties in any proceeding under any Debtor Relief Laws in each case, to the extent provided in Section 12.03 of the Credit Agreement. The obligations of each Guarantor under this paragraph shall survive the Guaranty Termination Date.

12. Limitation on Obligations. The provisions of this Guaranty are severable, and in any action or proceeding involving any state corporate law, or any state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Guarantor under this Guaranty would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such Guarantor's liability under this Guaranty, then, notwithstanding any other provision of this Guaranty to the contrary, the amount of such liability shall, without any further action by the Guarantors or any Guaranteed Party, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the relevant Guarantor's "Maximum Liability"). This Section 12 with respect to the Maximum Liability of the Guarantors is intended solely to preserve the rights of the Guaranteed Parties hereunder to the maximum extent not subject to avoidance under applicable law, and neither the Guarantor nor any other person or entity shall have any right or claim under this Section 12 with respect to the Maximum Liability, except to the extent necessary so that the obligations of the Guarantor hereunder shall not be rendered voidable under applicable law.

Each of the Guarantors agrees that the Guaranteed Obligations may at any time and from time to time exceed the Maximum Liability of each Guarantor, and may exceed the aggregate Maximum

Liability of all other Guarantors, without impairing this Guaranty or affecting the rights and remedies of the Guaranteed Parties hereunder. Nothing in this Section 12 shall be construed to increase any Guarantor's obligations hereunder beyond its Maximum Liability. In the event any Guarantor (a "Paying Guarantor") shall make any payment or payments under this Guaranty, each other Guarantor (each a "Non-Paying Guarantor") shall contribute to such Paying Guarantor an amount equal to such Non-Paying Guarantor's "Pro Rata Share" of such payment or payments made, or losses suffered, by such Paying Guarantor. For the purposes hereof, each Non-Paying Guarantor's "Pro Rata Share" with respect to any such payment or loss by a Paying Guarantor shall be determined as of the date on which such payment or loss was made by reference to the ratio of (i) such Non-Paying Guarantor's Maximum Liability as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder) or, if such Non-Paying Guarantor's Maximum Liability has not been determined, the aggregate amount of all monies received by such Non-Paying Guarantor from the Borrower after the date hereof (whether by loan, capital infusion or by other means) to (ii) the aggregate Maximum Liability of all Guarantors hereunder (including such Paying Guarantor) as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder), or to the extent that a Maximum Liability has not been determined for any Guarantors, the aggregate amount of all monies received by all Guarantors from the Borrower after the date hereof (whether by loan, capital infusion or by other means). Nothing in this Section 12 shall affect any Guarantor's several liability for the entire amount of the Guaranteed Obligations (up to such Guarantor's Maximum Liability). Each of the Guarantors covenants and agrees that its right to receive any contribution under this Guaranty from a Non-Paying Guarantor shall be subordinate and junior in right of payment to all the Guaranteed Obligations. The provisions of this Section 12 are for the benefit of both the Guaranteed Parties and the Guarantors and may be enforced by any one, or more, or all of them in accordance with the terms hereof.

13. Miscellaneous. No provision of this Guaranty may be waived, amended, supplemented or modified, except by a written instrument executed by the Persons required by Section 12.02 of the Credit Agreement. No failure by any Guaranteed Party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein provided are cumulative and not exclusive of any remedies provided by law or in equity. The unenforceability or invalidity of any provision of this Guaranty shall not affect the enforceability or validity of any other provision herein. Unless otherwise agreed by the Guaranteed Parties and each Guarantor in writing, this Guaranty is not intended to supersede or otherwise affect any other guaranty now or hereafter given by any Guarantor for the benefit of the Guaranteed Parties or any term or provision thereof.

14. Condition of Guarantors. Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means of, obtaining from the Borrower and any other Guarantor such information concerning the financial condition, business and operations of the Borrower and any such other Guarantor as such Guarantor requires, and that the Guaranteed Parties have no duty, and such Guarantor is not relying on the Guaranteed Parties at any time, to disclose to such Guarantor any information relating to the business, operations or financial condition of the Borrower or any other Guarantor (each Guarantor waiving any duty on the part of the Guaranteed Parties to disclose such information and any defense relating to the failure to provide the same).

15. Setoff. If an Event of Default shall have occurred and be continuing, each Guaranteed Party and each of such Guaranteed Party's Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations (of whatsoever kind, including, without limitation, obligations under Secured Swap Agreements) at any time owing by such Guaranteed Party or such Affiliate to or for the credit or the account of the Borrower or any Guarantor against any of and all the obligations of the Borrower and any Guarantor owed to such Guaranteed Party now or hereafter existing under this Agreement, any other Loan Document, irrespective of whether or not such Guaranteed Party shall have made any demand under this Agreement, any other Loan Document and although such obligations may be unmatured. Each Lender or its Affiliates agrees to promptly notify the Borrower and the Administrative Agent after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of each Guaranteed Party thereof under this Section 15 are in addition to other rights and remedies (including other rights of setoff) which such Guaranteed Party or such Affiliate may have.

16. Representations and Warranties. Each Guarantor represents and warrants that (a) it is duly organized and in good standing under the laws of the jurisdiction of its organization and has full capacity and right to make and perform this Guaranty, and all necessary authority has been obtained, except where failure to have such capacity, right and authority could not reasonably be expected to have a Material Adverse Effect; (b) this Guaranty constitutes its legal, valid and binding obligation enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law; (c) the making and performance of this Guaranty does not and will not violate the provisions of any applicable law, regulation or order (except for such violations that would not reasonably be expected to have a Material Adverse Effect), and will not violate or result in a default under any indenture, agreement or other instrument evidencing Material Debt binding upon the Borrower or any Guarantor or their Properties, or give rise to a right thereunder to require any payment to be made by the Borrower or such Guarantor; and (d) all consents, approvals, and filings and registrations with, any Governmental Authority required under applicable law and regulations for the making and performance of this Guaranty have been obtained or made and are in full force and effect, except (i) those consents, approvals, filings and registrations, which, if not made or obtained, would not cause a Default under the Credit Agreement or could not reasonably be expected to have a Material Adverse Effect and (ii) the filing of any required documents with the SEC.

17. Indemnification and Survival. Each Guarantor shall jointly and severally indemnify the Guaranteed Parties and their respective officers, directors, employees, Affiliates, agents and attorneys (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, Claims, damages, liabilities and related expenses, including the reasonable and customary fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or

as a result of (i) the execution or delivery of this Guaranty or any other Loan Document (other than expenses in connection with the execution and delivery of this Guaranty and the other Loan Documents dated of even date herewith, which expenses shall only be paid by the Borrower to the extent provided in Section 12.03(a) of the Credit Agreement) or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto or the parties to any other Loan Document of their respective Guarantee Obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or by any other Loan Document, (ii) the failure of any Guarantor or their respective subsidiaries to comply with the terms of any Loan Document, including this Guaranty, or with any governmental requirement, (iii) any inaccuracy of any representation or any breach of any warranty or covenant of any Guarantor set forth in any of the Loan Documents or any instruments, documents or certifications delivered in connection therewith, (iv) any Loan or Letter of Credit or the use of the Proceeds therefrom, including, without limitation, (a) any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit issued by such Issuing Bank if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit, or (b) the payment of a drawing under any Letter of Credit notwithstanding the non-compliance, non-delivery or other improper presentation of the documents presented in connection therewith, (v) any other aspect of the Loan Documents, (vi) the operations of the business of the Guarantors or their respective Subsidiaries by the Guarantors or their respective Subsidiaries, (vii) any assertion that the Guaranteed Parties were not entitled to receive the Proceeds received pursuant to the Security Instruments, (viii) any Environmental Law applicable to any Guarantor or its Subsidiaries or any of their properties, including without limitation, the presence, generation, storage, release, threatened release, use, transport, disposal, arrangement of disposal or treatment of oil, oil and gas wastes, solid wastes or Hazardous Materials on any of their properties, (ix) the breach or non-compliance by the Guarantors or their respective Subsidiaries with any Environmental Law applicable to the Guarantors or their respective Subsidiaries, (x) the past ownership by the Guarantors or their respective Subsidiaries of any of their properties or past activity on any of their properties which, though lawful and fully permissible at the time, could result in present liability, (xi) the presence, use, release, storage, treatment, disposal, generation, threatened release, transport, arrangement for transport or arrangement for disposal of oil, oil and gas wastes, solid wastes or hazardous substances on or at any of the properties owned or operated by the Guarantors or their respective Subsidiaries or any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Guarantors or their respective Subsidiaries, (xii) any environmental liability related in any way to the Guarantors or their respective Subsidiaries, or (xiii) any other environmental, health or safety condition in connection with the Loan Documents, (xiv) the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission system in connection with this Guaranty, the other Loan Documents or the transactions contemplated hereby or thereby, or (xv) any actual or prospective Claim, litigation, investigation or proceeding relating to any of the foregoing, whether brought by a third party or any Guarantor, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto, and such indemnity shall extend to each Indemnitee notwithstanding the sole or concurrent negligence of every kind or character whatsoever, whether active or passive, whether an affirmative act or an omission, including without limitation, all types of negligent conduct identified in the restatement (second) of torts of one or more of the Indemnitees or by reason of strict liability imposed without fault on any one or more

of the Indemnitees; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, Claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee, and provided further that the indemnity set forth herein shall not apply to disputes solely between Lenders unless such dispute results from any Claim arising out of any request, act or omission on the part of the any Guarantor or against the arranger, any agent or any Issuing Bank in its capacity as such, in each case, in connection with the Loan Documents with respect to the obligation to reimburse an Indemnitee for fees, charges and disbursements of counsel, each Indemnitee agrees that all Indemnitees will as a group utilize one primary counsel (plus no more than one additional counsel in each jurisdiction where a proceeding that is the subject matter of the indemnity is located) unless (1) there is a conflict of interest among Indemnitees, (2) defenses or claims exist with respect to one or more Indemnitees that are not available to one or more other Indemnitees or (3) special counsel is required to be retained and the Guarantor consents to such retention.

18. GOVERNING LAW; Assignment; Jurisdiction; Notices. THIS GUARANTY AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES. This Guaranty shall (a) bind each Guarantor and its successors and assigns, provided that no Guarantor may assign its rights or obligations under this Guaranty without the prior written consent of the Administrative Agent on behalf of the Guaranteed Parties (and any attempted assignment without such consent shall be void), and (b) inure to the benefit of the Guaranteed Parties and their successors and assigns and the Guaranteed Parties may, without notice to any Guarantor and without affecting any Guarantor's obligations hereunder, assign, sell or grant participations in the Guaranteed Obligations and this Guaranty, in whole or in part. **EACH GUARANTOR HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER TEXAS, IN ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING RELATING IN ANY WAY TO THIS GUARANTY, AND AGREES THAT ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. EACH GUARANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING ANY SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH GUARANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND EACH GUARANTOR AND THE ADMINISTRATIVE AGENT CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 12.01 OF THE CREDIT AGREEMENT.** A final judgment in any proceeding of any such court shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or any other manner provided by applicable law. Nothing herein shall limit the right of the Administrative Agent or any Guaranteed Party to bring proceedings against any Guarantor in any other court, nor limit the right of any party to serve process in any other manner permitted by applicable law. Nothing in this Guaranty shall be deemed to preclude enforcement by the Administrative Agent or any Guaranteed Party of any judgment or order obtained in any forum or jurisdiction. Each Guarantor agrees that the Guaranteed Parties may disclose to any permitted assignee of or

permitted participant in, or any permitted prospective assignee of or participant in, any of their rights or obligations of all or part of the Guaranteed Obligations any and all information in the Guaranteed Parties' possession concerning such Guarantor, this Guaranty and any security for this Guaranty, in each case subject to Section 12.11 of the Credit Agreement. All notices, demands and requests that any party is required or elects to give to any other party shall be given in accordance with the provisions of Section 12.01 of the Credit Agreement, and if to any Guarantor shall be given to it at the address specified in the Credit Agreement for such Guarantor or as otherwise specified by such Guarantor in writing.

19. WAIVER OF JURY TRIAL; FINAL AGREEMENT. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH GUARANTOR IRREVOCABLY WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING ON, ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE GUARANTEED OBLIGATIONS. THIS GUARANTY REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES HERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

20. Further Assurances. Each Guarantor agrees, upon the written request of the Administrative Agent or any other Guaranteed Party, to execute and deliver to the Guaranteed Parties, from time to time, any additional instruments or documents reasonably requested by the Administrative Agent or any Guaranteed Party to cause this Guaranty to be, become or remain valid and effective in accordance with its terms.

21. Additional Guarantors. Pursuant to Section 8.13(b) of the Credit Agreement, certain Subsidiaries are from time to time required to enter into this Guaranty as a Guarantor. Upon execution and delivery after the date hereof by the Administrative Agent and a Subsidiary of a supplement in the form of Exhibit A hereto, such Subsidiary shall become a Guarantor hereunder with the same force and effect as if originally named as a Guarantor herein. The execution and delivery of any instrument adding an additional Guarantor as a party to this Guaranty shall not require the consent of any Guarantor hereunder, of the Borrower or of any Guaranteed Party. The rights and obligations of each Guarantor hereunder shall remain in full force and effect notwithstanding the addition of any new Guarantor as a party hereto.

[signature pages follow]

IN WITNESS WHEREOF, each of the parties hereto has caused this Guaranty to be duly executed as of the date first above written.

GUARANTORS:

LINN ENERGY, INC.

By: _____
Name: _____
Title: _____

LINN ENERGY HOLDCO LLC

By: _____
Name: _____
Title: _____

LINN ENERGY HOLDINGS, LLC

By: _____
Name: _____
Title: _____

LINN OPERATING, LLC

By: _____
Name: _____
Title: _____

LINN MIDWEST ENERGY LLC

By: _____
Name: _____
Title: _____

LINN MIDSTREAM, LLC

By: _____
Name: _____
Title: _____

LINN MARKETING, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Guaranty]

Acknowledged and accepted:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: _____
Name: _____
Title: _____

EXHIBIT A

TO GUARANTY

SUPPLEMENT NO. dated as of , 20 (this "Supplement") to the Guaranty dated as of February 28, 2017 (as the same may be amended, supplemented or otherwise modified from time to time, the "Guaranty"), by each of Linn Energy Inc., a Delaware corporation ("Linn Energy"), Linn Energy Holdco LLC, a Delaware limited liability company ("Energy Holdco"), Linn Energy Holdings, LLC ("Energy Holdings"), a Delaware limited liability company, Linn Operating, LLC, a Delaware limited liability company ("Operating"), Linn Midwest Energy LLC, a Delaware limited liability company ("Midwest"), Linn Midstream, LLC, a Delaware limited liability company ("Midstream"), Linn Marketing, LLC, a Delaware limited liability company ("Marketing" and together with Linn Energy, Energy Holdco, Energy Holdings, Operating, Midwest, Midstream, and each Person who becomes a party to this Guaranty by execution of a supplement in the form of Exhibit A hereto, collectively the "Guarantors" and each individually a "Guarantor") in favor of the Guaranteed Parties.

Reference is made to Credit Agreement dated as of February 28, 2017 (as from time to time amended, the "Credit Agreement") by and among Linn Energy Holdco II LLC, a Delaware limited liability company (the "Borrower"), the Guarantors from time to time party thereto, certain financial institutions from time to time party thereto as lenders (the "Lenders") and Wells Fargo Bank, National Association as administrative agent for such Lenders (the "Administrative Agent").

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guaranty and the Credit Agreement, as applicable.

The Guarantors have entered into the Guaranty in order to induce the Guaranteed Parties to extend credit and take other actions pursuant to the Loan Documents. Pursuant to Section 8.13(b) of the Credit Agreement, the undersigned Subsidiary is required to enter into the Guaranty as a Guarantor. Section 21 of the Guaranty provides that additional Subsidiaries may become Guarantors under the Guaranty by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "New Guarantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Guarantor under the Guaranty in order to induce the Guaranteed Parties to extend and continue the extension of credit pursuant to the Credit Agreement and/or to enter into and perform under other Loan Documents.

Accordingly, Administrative Agent and the New Guarantor agree as follows:

SECTION 1. In accordance with Section 21 of the Guaranty, the New Guarantor by its signature below becomes a Guarantor under the Guaranty with the same force and effect as if originally named therein as a Guarantor and the New Guarantor hereby (a) agrees to all the terms thereof and warrants that the representations and warranties made by it as a Guarantor thereunder are true and correct on and as of the date hereof and (b) without limiting the foregoing, guaranties the punctual payment of all Guaranteed Obligations now owing or which may in the future be owing by Borrower under the Loan Documents, when the same are due and payable, whether on demand, at stated maturity, by acceleration or otherwise. Henceforth, each reference to a "Guarantor" in the Loan Documents shall be deemed to include the New Guarantor. The Guaranty is hereby incorporated herein by reference.

SECTION 2. This Supplement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. This Supplement shall become effective when Administrative Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Guarantor and Administrative Agent.

SECTION 3. Except as expressly supplemented hereby, the Guaranty shall remain in full force and effect.

SECTION 4. THIS SUPPLEMENT AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.

SECTION 5. All communications and notices hereunder shall be in writing and given as provided in Section 12.01 of the Credit Agreement. All communications and notices hereunder to the New Guarantor shall be given to it at the address set forth under its signature below, with a copy to Administrative Agent.

[Signature Page Follows]

IN WITNESS WHEREOF, the New Guarantor and the Administrative Agent have duly executed this Supplement to the Guaranty as of the day and year first above written.

[Name of New Guarantor]

By: _____
Name:
Title:
Address:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: _____
Name:
Title:

[Signature Page to Supplement]

EXHIBIT C-2
FORM OF SECURITY AGREEMENT

(See attached.)

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is dated as of February 28, 2017, by Linn Energy Holdco II LLC, a Delaware limited liability company (the "Borrower") pursuant to the Credit Agreement (as defined below), by each of the Borrower, Linn Energy Inc., a Delaware corporation ("Linn Energy"), Linn Energy Holdco LLC, a Delaware limited liability company ("Energy Holdco"), Linn Energy Holdings, LLC, a Delaware limited liability company ("Energy Holdings"), Linn Operating, LLC, a Delaware limited liability company ("Operating"), Linn Midwest Energy LLC, a Delaware limited liability company ("Midwest"), Linn Midstream, LLC, a Delaware limited liability company ("Midstream"), Linn Marketing, LLC, a Delaware limited liability company ("Marketing" and together with Linn Energy, Energy Holdco, Energy Holdings, Operating, Midwest, Midstream and each Person who becomes a party to this Agreement by execution of a joinder in the form of Exhibit A hereto, collectively the "Debtors", and each individually a "Debtor"), in favor of Wells Fargo Bank, National Association, as administrative agent (in such capacity, together with its successors in such capacity, the "Administrative Agent"), for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith among the Borrower, the other Debtors party thereto as guarantors (the "Guarantors"), the lenders from time to time party thereto (the "Lenders"), and the Administrative Agent (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), the Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make Loans to the Borrower;

WHEREAS, contemporaneously herewith the Guarantors are entering into that certain Guaranty Agreement of even date herewith (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Guaranty") pursuant to which the Guarantors guarantee the obligations of the Borrower and the other Obligors under the Credit Agreement and the other Loan Documents;

WHEREAS, certain Lenders or Affiliates of Lenders have entered into or may hereafter enter into Secured Swap Agreements with one or more Debtors;

WHEREAS, each of the Debtors other than the Borrower is either (i) a direct or indirect owner of the capital stock or shares of the Borrower or (ii) a Subsidiary or Affiliate of the Borrower, will benefit directly and indirectly from the credit facilities made available pursuant to the Credit Agreement and is guaranteeing the Obligations pursuant to the Guaranty;

WHEREAS, to induce Administrative Agent and the Lenders to ender into the Credit Agreement and make available the credit facilities thereunder, and to induce each Secured Hedge Provider to enter into its respective Secured Swap Agreement, each Debtor has agreed to grant the security interests contemplated by this Agreement in order to secure the payment and performance of the Obligations; and

WHEREAS, it is a condition precedent to the availability of Loans under the Credit Agreement that each Debtor shall have granted the security interests contemplated by this Agreement in order to secure the payment and performance of the Secured Obligations (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and of the Loans, extensions of credit, commitments and other financial accommodations referred to herein, the parties hereto agree as follows:

SECTION 1. Definitions.

1.1 The following terms, as used herein, have the meanings set forth below:

"Agreement" means this Security Agreement, as the same may be amended, restated, modified or supplemented and in effect from time to time in accordance with the terms hereof.

"Collateral" has the meaning assigned to that term in Section 2.

"Control" means: (a) with respect to any Deposit Accounts, control within the meaning of Section 9.104 of the UCC; (b) with respect to any Securities Accounts, Security Entitlements, Commodity Contract or Commodity Account, control within the meaning of Section 9-106 of the UCC; (c) with respect to any Uncertificated Securities, control within the meaning of Section 8.106(c) of the UCC; (d) with respect to any Certificated Security, control within the meaning of Section 8.106(a) or (b) of the UCC; (e) with respect to any Electronic Chattel Paper, control within the meaning of Section 9.105 of the UCC; and (f) with respect to Letter-of-Credit Rights, control within the meaning of Section 9.107 of the UCC.

"Copyright Security Agreement" means, if any, each Copyright Security Agreement executed and delivered by any Debtor to Administrative Agent, as the same may be amended and in effect from time to time.

"Copyrights" means any copyrights, copyright registrations and copyright applications, and all renewals, extensions and continuations of any of the foregoing.

"Debtor Claims" means all debts and obligations of the Borrower or any other Debtor to any Debtor, including but not limited to any obligation of the Borrower or any other Debtor to such Debtor as subrogee of the Secured Parties or resulting from such Debtor's performance under this Agreement, whether such debts and obligations now exist or are hereafter incurred or arise, or whether the obligation of the debtor thereon be direct, contingent, primary, secondary, several, joint and several, or otherwise, and irrespective of whether such debts or obligations be evidenced by note, contract, open account, or otherwise, and irrespective of the Person or Persons in whose favor such debts or obligations may, at their inception, have been, or may hereafter be created, or the manner in which they have been or may hereafter be acquired by such Debtor.

"Debtor Relief Laws" means the Bankruptcy Code (Title 11, United States Code), any successor statute or any other liquidation, conservatorship, bankruptcy, assignment for the

benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Deposit Account Control Agreement" has the meaning assigned to that term in Section 4.12.

"Excluded Property" means, with respect to a Debtor, (a) any Excluded Account, (b) any equipment or goods that are subject to a "purchase money security interest" or a Lien securing a Capital Lease, in each case permitted by the Credit Agreement, but only to the extent that such item of Collateral (or any agreement governing such item of Collateral) contains a term or is subject to a rule of law, statute or regulation that restricts, prohibits, or requires a consent (that has not been obtained) of a Person (other than such Debtor) to, the creation, attachment or perfection of the security interest granted herein, and any such restriction, prohibition and/or requirement of consent is effective and enforceable under applicable law and is not rendered ineffective by applicable law (including, without limitation, pursuant to Sections 9.406, 9.407, 9.408 or 9.409 of the UCC), (c) "intent-to-use" Trademarks to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications, (d) any item of General Intangibles that is now or hereafter held by such Debtor but only to the extent that such item of General Intangibles (or any agreement evidencing such item of General Intangibles) contains a term or is subject to a rule of law, statute or regulation that restricts, prohibits, or requires a consent (that has not been obtained) of a Person (other than such Debtor) to, the creation, attachment or perfection of the security interest granted herein, and any such restriction, prohibition and/or requirement of consent is effective and enforceable under applicable law and is not rendered ineffective by applicable law (including, without limitation, pursuant to Sections 9.406, 9.407, 9.408 or 9.409 of the UCC), and (e) any property to the extent the grant or maintenance of a Lien on such property (i) is prohibited by any Governmental Requirement, (ii) could reasonably be expected to result in material adverse tax consequences to the Borrower or any Subsidiary of the Borrower, or (iii) requires a consent refused by any Governmental Authority pursuant to applicable law; provided, however, that (x) Excluded Property shall not include any Proceeds of any Excluded Property if such Proceeds do not otherwise constitute Excluded Property, and (y) any such Collateral that at any time ceases to satisfy the criteria for Excluded Property (whether as a result of the applicable Debtor obtaining any necessary consent, any change in any rule of law, statute or regulation, or otherwise), shall no longer be Excluded Property.

"Federal Registration Collateral" means Collateral with respect to which Liens may be registered, recorded or filed under, or notice thereof given under, any federal statute or regulation.

"Hydrocarbons" means oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined therefrom and all other minerals extracted or otherwise derived from Oil and Gas Properties.

"Indemnitees" has the meaning given to that term in Section 13.

"Intellectual Property" means, collectively, all Copyrights, Patents and Trademarks.

"Patent Security Agreement" means, if any, each Patent Security Agreement executed and delivered by any Debtor to Administrative Agent, as the same may be amended and in effect from time to time.

"Patents" means any patents and patent applications and all renewals, extensions and continuations of any of the foregoing.

"Permitted Liens" means liens permitted under Section 9.03 of the Credit Agreement.

"Secured Obligations" means the Obligations (as defined in the Credit Agreement), the Guaranteed Obligations (as defined in the Guaranty Agreement) and all other obligations and indebtedness of any Debtor now or hereafter arising under the Loan Documents.

"Securities Account Control Agreement" has the meaning given to that term in Section 4.11.

"Security Interests" means the security interests granted or provided for pursuant to Section 2 hereof and pursuant to any Copyright Security Agreements, Patent Security Agreements and Trademark Security Agreements, as well as all other security interests created, assigned or provided as additional security for the Secured Obligations pursuant to the provisions of this Agreement or any of the other Loan Documents.

"Security Termination" means such time at which each of the following events shall have occurred on or prior to such time: (a) all Commitments have terminated or expired; (b) the Credit Agreement has terminated; (c) all Secured Obligations (other than obligations under any Secured Swap Agreement and other than indemnities and other contingent obligations not then due and payable and as to which no claim has been made as of the time of determination) have been indefeasibly paid in full in cash; (d) all Secured Swap Agreements have been terminated and paid in full, novated or the applicable Debtor has provided substitute collateral to the Secured Hedge Provider thereunder to the extent provided under the applicable Secured Swap Agreement (or as to which other arrangements satisfactory to the applicable Secured Hedge Provider shall have been made); and (e) all Letters of Credit have expired or terminated or the LC Exposure has been cash collateralized (or as to which other arrangements satisfactory to the applicable Debtor and the Issuing Bank shall have been made), as provided for in the Credit Agreement.

"Trademark Security Agreement" means, if any, each Trademark Security Agreement executed and delivered by any Debtor to Administrative Agent, as the same may be amended and in effect from time to time.

"Trademarks" means any trademarks, trademark registrations, and trademark applications, all renewals, extensions and continuations of any of the foregoing and all goodwill attributable to any of the foregoing.

"UCC" means the Uniform Commercial Code as from time to time in effect in the State of Texas; provided, however, that, in the event that, by reason of mandatory provisions of law, any of the attachment, perfection or priority of Administrative Agent's and the other Secured Parties' security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Texas, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection, priority or the effect thereof and for purposes of definitions related to such provisions.

1.2 Other Definition Provisions. References to "Sections" or "Schedules" shall be to Sections or Schedules of this Agreement unless otherwise specifically provided. For purposes hereof, "including" is not limiting and "or" is not exclusive. Except as provided by the immediately following sentence, capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided for in the Credit Agreement. All capitalized terms defined in the UCC and not otherwise defined herein shall have the respective meanings provided for by the UCC. Any of the terms defined in Section 1.1 may, unless the context otherwise requires, be used in the singular or the plural depending on the reference. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations.

SECTION 2. Grant of Security Interests.

2.1 To secure the payment and performance of the Secured Obligations, each Debtor hereby grants to Administrative Agent, for its benefit and the benefit of the other Secured Parties, a lien on and security interest in any and all right, title and interest in and to any and all property and interests in property of such Debtor, whether now owned or existing or hereafter created, acquired or arising, including all of the following properties and interests in properties, whether now owned or hereafter created, acquired or arising (all being collectively referred to herein as the "Collateral"):

(a) Accounts;

(b) Chattel Paper (whether Tangible Chattel Paper or Electronic Chattel Paper);

(c) Commercial Tort Claims, including without limitation those Commercial Tort Claims in which such Debtor has any interest specified on Schedule 3.8;

(d) Deposit Accounts, all cash, and other property deposited therein or otherwise credited thereto from time to time and other monies and property in the possession or under the control of Administrative Agent or any Secured Party or any affiliate, representative, agent or correspondent of Administrative Agent or any Secured Party;

(e) Documents;

(f) General Intangibles (including without limitation any and all Intellectual Property and any and all rights in and under any Swap Agreement) and all rights under insurance contracts and rights to insurance proceeds;

(g) Goods, including without limitation any and all Inventory, Equipment and Fixtures;

(h) Instruments;

(i) Investment Property, and all dividends, distributions, return of capital, interest, distributions, value, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any investment property and all subscription warrants, rights or options issued thereon or with respect thereto;

(j) Letter-of-Credit Rights (whether or not the letter of credit is evidenced by a writing);

(k) As-Extracted Collateral, including without limitation the Hydrocarbons or accounts resulting from the sale thereof at the wellhead or minehead;

(l) Supporting Obligations;

(m) any and all other personal property and interests in property whether or not subject to the UCC;

(n) any and all books and records, in whatever form or medium, that at any time evidence or contain information relating to any of the foregoing properties, interests in properties or any oil, gas or mineral properties and interests, or that are otherwise necessary or helpful in the collection thereof or realization thereon;

(o) all Accessions and additions to, and substitutions and replacements of, any and all of the foregoing; and

(p) all Proceeds and products of the foregoing, all insurance pertaining to the foregoing and proceeds thereof and all collateral security and guarantees given with respect to any of the foregoing.

For the avoidance of doubt, the lien and security interest granted pursuant to this Section 2.1 shall not apply to (i) Excluded Property or (ii) any property or asset to the extent the burden of perfection would exceed the benefit to the Secured Parties in the reasonable written determination of Administrative Agent (including, without limitation, (y) the annotation of vehicle and other titles to reflect the Liens granted by the Loan Documents; and (z) obtaining the consent of any Governmental Authority that is a tribal nation to the grant or maintenance of a Lien on such property).

2.2 The security interest created hereby in the Collateral secures the payment and performance of all Secured Obligations. Without limiting the generality of the foregoing, this Agreement secures, as to each Debtor, the payment of all amounts that constitute part of the Secured Obligations and would be owed by any Debtor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving a Debtor.

2.3 This Agreement is executed and granted for the pro rata benefit and security of Administrative Agent and the other Secured Parties as security for the Secured Obligations until Security Termination has occurred; it being understood and agreed that possession of any Note (or any replacements of any said Note) at any time by the Borrower or any other Debtor shall not in any manner extinguish the Secured Obligations, such Notes or this Agreement securing payment thereof, and the Borrower shall have the right to issue and reissue any of the Notes from time to time as its interest or as convenience may require, without in any manner extinguishing or affecting the Secured Obligations, the obligations under any of the Notes, or the security of this Agreement.

2.4 Without limiting any other provision of this Agreement, as additional security hereunder, Debtors have absolutely and unconditionally granted, assigned, transferred and conveyed, and do hereby absolutely and unconditionally grant, assign, transfer and convey unto the Administrative Agent, for its benefit and the benefit of Lenders all of the As-extracted Collateral relating to the Hydrocarbons and all products obtained or processed therefrom, and the revenues and proceeds now and hereafter attributable to the Hydrocarbons and said products and all payments in lieu of the Hydrocarbons such as “take or pay” payments or settlements. If an Event of Default shall occur, then at the election of the Administrative Agent the Hydrocarbons and products are to be delivered into pipe lines connected with any Oil and Gas Property, or to the purchaser thereof, to the credit of the Administrative Agent, for its benefit and the benefit of Lenders; and all such revenues and proceeds shall be paid directly to the Administrative Agent, at its banking headquarters in Houston, Texas, with no duty or obligation of any party paying the same to inquire into the rights of the Administrative Agent to receive the same, what application is made thereof, or as to any other matter. Debtors agree to perform all such acts, and to execute all such further assignments, transfers and division orders and other instruments as may be required or desired by the Administrative Agent or any party in order to have said proceeds and revenues so paid to the Administrative Agent. The Administrative Agent is fully authorized to receive and give receipt for said revenues and proceeds; to endorse and cash any and all checks and drafts payable to the order of Debtors or the Administrative Agent for the account of Debtors received from or in connection with said revenues or proceeds and to hold the proceeds thereof in a bank account as additional Collateral securing the Secured Obligations; and to execute transfer and division orders in the names of Debtors, or otherwise, with warranties binding Debtors. The Administrative Agent shall not be liable for any delay, neglect or failure to effect collection of any proceeds or to take any other action in connection therewith or hereunder; but the Administrative Agent shall have the right, at its election, in the names of Debtors or otherwise, to prosecute and defend any and all actions or legal proceedings deemed advisable by the Administrative Agent in order to collect such funds and to protect the interests of the Administrative Agent and/or Debtors, with all costs, expenses and attorneys’ fees incurred in connection therewith being paid by Debtors. Debtors hereby appoint the Administrative Agent as Debtors’ attorney-in-fact to pursue any and all rights of Debtors to liens on and security interests in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons. In addition to the rights granted to the Administrative Agent in Section 2.1, Debtors hereby further transfer and assign to the Administrative Agent any and all such liens, security interests, financing statements or similar interests of Debtors attributable to Debtors’ interest in the Hydrocarbons and proceeds of runs therefrom arising under or created by statutory provision,

judicial decision or otherwise. The power of attorney granted to Beneficiary in this Section 2.4, being coupled with an interest, shall be irrevocable so long as the Secured Obligations or any part thereof remains unpaid. Until such time as an Event of Default has occurred and is continuing, but subject to the provisions of the Credit Agreement, the Administrative Agent hereby grants to Grantors a license to sell, receive and give receipt for proceeds from the sale of Hydrocarbons, which license shall automatically terminate upon such Event of Default and for so long as the same continues. For the avoidance of doubt, if the foregoing license is terminated as a result of an occurrence of an Event of Default, such license shall be automatically reinstated if such Event of Default is waived pursuant to the terms of the Credit Agreement. Nothing herein contained shall modify or otherwise alter the obligation of the Borrower to make prompt payment of all principal and interest owing on the Obligations when and as the same become due regardless of whether the proceeds of the Hydrocarbons are sufficient to pay the same and the rights provided in accordance with the foregoing assignment provision shall be cumulative of all other security of any and every character now or hereafter existing to secure payment of the Obligations.

SECTION 3. Representations and Warranties.

Each Debtor represents and warrants to Administrative Agent and to each other Secured Party as follows:

3.1 Binding Obligation; Perfection. This Agreement constitutes a valid and binding obligation of such Debtor, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, or similar laws relating to the enforcement of creditors' rights generally and by general equitable principles. Administrative Agent has a valid and perfected first priority security interest (subject to Permitted Liens) in the Collateral to the extent a lien in such Collateral can be perfected by the filing of a UCC-1 financing statement in the Secretary of State office of such Debtor's state of incorporation or formation, securing the payment of the Secured Obligations, and such Security Interests are entitled to all of the rights, priorities and benefits afforded by the UCC or other applicable law as enacted in any relevant jurisdiction which relates to perfected security interests.

3.2 Collateral Locations. For each Debtor, Schedule 3.2 sets forth as of the closing date all addresses at which any personal property Collateral (as described in Section 2.1(m) above) with value in excess of $2,000,000 is located, indicating for each whether such location is owned or leased by the applicable Debtor, or owned or operated by a third-party such as a warehouseman, consignee or processor, other than Collateral in transit or out for repair, in each case in the ordinary course of business or other immaterial Collateral in the temporary possession of employees and other third parties in the ordinary course of business; provided, however, that this Section 3.2 shall not apply to locations at which any Debtor primarily holds interests in Oil and Gas Properties to the extent set forth in the Initial Reserve Report or other Security Instruments. Schedule 3.2 indicates which of the foregoing addresses serves as each Debtor's chief executive office.

3.3 Existing Liens. Except for Permitted Liens, each Debtor owns its respective Collateral, and will own all after-acquired Collateral, free and clear of any Lien. No effective financing statement or other form of lien notice covering all or any part of the Collateral is on file in any recording office, except for those pertaining to Permitted Liens or those filed in favor of Administrative Agent relating to this Agreement pertaining to Permitted Liens or as to which a duly authorized termination statement relating to such UCC financing statement or other instrument has been delivered to Administrative Agent on the Closing Date.

3.4 Governmental Authorizations; Consents. No authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or consent of any other Person is required for (i) the grant by any Debtor of the Security Interests granted hereby or for the execution, delivery or performance of this Agreement by any Debtor; or (ii) the exercise by Administrative Agent of its rights and remedies hereunder (except as may have been accomplished by or at the direction of a Debtor or Administrative Agent). Except for (a) the filing of UCC financing statements with the Secretary of State of each Debtor's jurisdiction of organization, (b) the filing of any necessary registrations, recordations or notices, as applicable, in respect of any Federal Registration Collateral, (c) delivery of sufficient identification to Administrative Agent of Commercial Tort Claims, (d) consent of the issuer with respect to Letter-of-Credit Rights, (e) execution and delivery of (1) Deposit Account Control Agreements in respect of Deposit Accounts and (2) Securities Account Control Agreement in respect of Securities Accounts, and (f) the establishment of control (as defined in any applicable Section of the UCC) with respect to any other Collateral in which a security interest may be perfected by such control no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or consent of any other Person is required for the perfection of the Security Interests granted hereby and pursuant to any other Loan Documents.

3.5 Accounts. All material amounts represented by each Debtor to Administrative Agent as owing by Account Debtors, are the correct amounts actually and unconditionally owing, except (i) for normal cash discounts and allowances where applicable and (ii) for such amounts the failure of which to be correct could not result in or have a Material Adverse Effect. No Account Debtor has any defense, set-off, claim or counterclaim against any Debtor that can be asserted against Administrative Agent, whether in any proceeding to enforce Administrative Agent's rights in the Collateral or otherwise except defenses, setoffs, claims or counterclaims that are not, in the aggregate, material to the value of the Accounts. In the event that a Debtor receives a promissory note or other Instrument with a value in excess of $2,000,000 payable in respect of the Accounts, the Borrower shall (i) notify Administrative Agent within thirty (30) days of such receipt (or such later date as Administrative Agent may agree to in its sole discretion) and (ii) if requested by the Administrative Agent, take all such action(s) as may be necessary to pledge such promissory note or other Instrument as Collateral hereunder and to perfect the Security Interests granted hereby with respect to such Collateral.

3.6 Inventory. No Inventory of any Debtor is subject to any licensing, patent, trademark, trade name or copyright agreement with any Person that restricts any Debtor's or Administrative Agent's ability to manufacture and/or sell the Inventory. The production of the Inventory does not conflict with oil and gas partnership agreements, oil and gas leases, farm-out

agreements, division orders, contracts for the sale, transportation or exchange of oil and natural gas, unitization and pooling declarations and agreements, area of mutual interest agreements, overriding royalty agreements, marketing agreements, processing agreements, net profits agreements, development agreements, gas balancing or deferred production agreements, injection, repressuring and recycling agreements, salt water or other disposal agreements, seismic or other geophysical permits or agreements, and other agreements, except as could not reasonably be expected to cause a Material Adverse Effect. None of any Debtor's Inventory has been produced in violation of any provision of the Fair Labor Standards Act of 1938, or in violation of any other law, which violations could reasonably be expected to have a Material Adverse Effect.

3.7 Intellectual Property. As of the date of the last certificate delivered to the Administrative Agent pursuant to Section 4.3(b), the Copyrights, Patents and Trademarks listed on the respective schedules to each of the Copyright Security Agreements, Patent Security Agreements and Trademark Security Agreements executed by a Debtor in connection herewith constitute all of the Collateral consisting of Federal Registration Collateral that is Intellectual Property owned by each Debtor. All material Intellectual Property owned by any Debtor is valid, subsisting and enforceable and all filings necessary to maintain the effectiveness of such registrations have been made. The execution, delivery and performance of this Agreement by the Debtors will not violate or cause a default under any Intellectual Property or any agreement in connection therewith.

3.8 Certain Collateral Disclosures. Except in each case as set forth on Schedule 3.8, as of the Closing Date, no Debtor has any ownership interest in any Chattel Paper, Letter-of-Credit Rights, Commercial Tort Claims, Documents, or Equipment covered by any certificate of title, in each case, with a face value, fair market value or claimed amount, as applicable, in excess of $2,000,000 individually or, with respect to each type of Collateral, $4,000,000 in the aggregate.

3.9 Control Arrangements. Except for (a) Control arising by operation of law in favor of banks and securities intermediaries having custody over the Deposit Accounts and Securities Accounts set forth on Schedule 3.9 (or otherwise as permitted pursuant to this Agreement) and (b) in respect of Liens of Administrative Agent and Permitted liens, no Person has Control of any Deposit Accounts, Securities Accounts, Electronic Chattel Paper, Investment Property or Letter-of-Credit Rights in which any Debtor has any interest.

3.10 [Reserved].

3.11 Survival of Representations and Warranties. All representations and warranties of the Debtors contained in this Agreement shall survive the execution and delivery of this Agreement.

SECTION 4. Covenants and Further Assurances.

4.1 Name or Entity Changes. No Debtor shall change its name, type of organization or jurisdiction of organization except as may be permitted under the Credit Agreement.

4.2 Maintenance of Perfected Security Interest. Each Debtor shall take all actions reasonably requested by Administrative Agent to maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 3.1 and shall defend such security interest against the claims and demands of all Persons whomsoever subject to the rights of such Debtor under the Loan Documents to dispose of the Collateral.

4.3 Intellectual Property.

(a) Each Debtor shall concurrently herewith deliver to Administrative Agent each Copyright Security Agreement, Patent Security Agreement and Trademark Security Agreement and all other documents, instruments and other items as Administrative Agent may reasonably request for Administrative Agent to file such agreements with the U.S. Copyright Office and the U.S. Patent and Trademark Office, as applicable.

(b) If any Debtor acquires title to any new or additional Federal Registration Collateral consisting of Intellectual Property or rights thereto, the Borrower shall cause such acquisition to be properly reflected on the immediately subsequent certificate delivered to the Administrative Agent pursuant to Section 8.01(c) of the Credit Agreement.

(c) Each Debtor shall: (i) use commercially reasonable efforts to prosecute, as deemed appropriate in such Debtor's reasonable business judgment, any material Intellectual Property application owned by such Debtor at any time pending; (ii) make application for registration or issuance of all new or additional Intellectual Property as reasonably deemed appropriate by such Debtor; (iii) preserve and maintain all rights in the material Intellectual Property owned by such Debtor to the extent and in a manner determined by such Debtor in the exercise of such Debtor's reasonable business judgment; and (iv) use commercially reasonable efforts to obtain any consents, waivers or agreements that Administrative Agent may reasonably request to enable the Administrative Agent to exercise its remedies with respect to any and all Intellectual Property.

(d) No Debtor shall abandon any right to file a material Intellectual Property application nor shall any Debtor abandon any material pending Intellectual Property application, or material registered Intellectual Property, except as a Debtor may determine in its reasonable business judgment is no longer useful in the operation of its business.

(e) Each Debtor hereby grants to Administrative Agent a non-exclusive license to use all Intellectual Property owned or used by such Debtor to the extent necessary to enable Administrative Agent, effective upon the occurrence and during the continuance of any Event of Default, to realize on the Collateral and any permitted successor or assign to enjoy the benefits of the Collateral. Administrative Agent acknowledges and agrees that the quality of the products with which the licensed Trademarks will be used shall be subject to the Debtor's approval, solely to the extent the retention by the Debtor of such quality approval right is necessary to preserve the validity and enforceability of such Trademarks. This license shall inure to the benefit of Administrative Agent and its permitted successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such license is granted free of charge, without requirement that any monetary payment whatsoever including, without limitation, any royalty or license fee, be made to any Debtor or any other Person by Administrative Agent or any Secured Party or any other Person.

4.4 Bailees. No Collateral with a fair market value in excess of $5,000,000 shall at any time be in the possession or control of any warehouseman, consignee, bailee or any of any Debtor's agents or processors without prior written notice to Administrative Agent and the receipt by Administrative Agent, if Administrative Agent has so requested, of warehouse receipts or bailee lien waivers (as applicable) satisfactory to Administrative Agent prior to the commencement of such possession or control or such later date as agreed to by the Administrative Agent. For the avoidance of doubt this Section 4.4 does not apply to Collateral in the possession of freight handlers or other transportation providers.

4.5 Chattel Paper and Instruments. Each Debtor shall deliver, within thirty (30) days (or such later date as Administrative Agent may agree to in its sole discretion) to Administrative Agent all Tangible Chattel Paper and all Instruments with an original face amount in excess of (i) $2,000,000 individually or (ii) with respect to each type of Collateral, $4,000,000 in the aggregate, duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance reasonably satisfactory to Administrative Agent. Upon request by Administrative Agent, each Debtor shall provide Administrative Agent with Control of all Electronic Chattel Paper with a face value in excess of $4,000,000 individually or in the aggregate by having Administrative Agent identified as the assignee of the Records pertaining to the single authoritative copy thereof and otherwise complying with the applicable elements of Control set forth in the UCC. Upon the request by Administrative Agent, each Debtor will mark conspicuously all Chattel Paper and all Instruments held by such Debtor with a legend, in form and substance satisfactory to Administrative Agent, indicating that such Chattel Paper and such Instruments are subject to the Security Interests granted hereby.

4.6 Letters of Credit. Each Debtor shall deliver, within thirty (30) days (or such later date as Administrative Agent may agree to in its sole discretion) to Administrative Agent all Letters of Credit with an original face amount in excess of (i) $2,000,000 individually or (ii) $4,000,000 in the aggregate, duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance reasonably satisfactory to Administrative Agent. Each Debtor shall take any and all actions Administrative Agent may reasonably request, from time to time, to cause Administrative Agent to obtain exclusive Control of any such Letter-of-Credit Rights owned by such Debtor in a manner reasonably acceptable to Administrative Agent.

4.7 Equipment. Upon request of Administrative Agent, upon the occurrence and during the continuance of an Event of Default, each Debtor shall promptly deliver to Administrative Agent any and all certificates of title, applications for title or similar evidence of ownership of all Equipment and shall cause Administrative Agent to be named as lienholder on any such certificate of title or other evidence of ownership.

4.8 Investment Property. Each Debtor shall take any and all actions as Administrative Agent may reasonably request from time to time, to (i) cause Administrative Agent to obtain exclusive Control of any Investment Property that constitutes Collateral owned by such Debtor in a manner reasonably acceptable to Administrative Agent and (ii) obtain from

any issuers of Investment Property that constitutes Collateral and such other Persons, for the benefit of Administrative Agent, written confirmation of Administrative Agent's Control over such Investment Property upon terms and conditions reasonably acceptable to Administrative Agent.

4.9 General Intangibles. Each Debtor shall, upon the occurrence and during the continuation of an Event of Default, at the request of the Administrative Agent, use commercially reasonable efforts to obtain any consents, waivers or agreements necessary to enable Administrative Agent to exercise remedies hereunder and under the other Loan Documents with respect to any of such Debtor's rights under any General Intangibles.

4.10 Commercial Tort Claims. Each Debtor shall promptly, but in any event, within thirty (30) days (or such later date as Administrative Agent may agree to in its sole discretion) advise Administrative Agent upon such Debtor becoming aware that it has any interest in Commercial Tort Claims with a claimed amount in excess of (i) $2,000,000 individually or (ii) $4,000,000 in the aggregate. With respect to any Commercial Tort Claim in which any Debtor has any interest, such Debtor shall execute and deliver such documents as Administrative Agent may reasonably request, to create, perfect and protect Administrative Agent's security interest in such Commercial Tort Claim.

4.11 Securities Accounts. Upon request by Administrative Agent, each Debtor agrees to enter into a control agreement ("Securities Account Control Agreement"), in a form reasonably agreed to by Administrative Agent, with each institution with which such Debtor maintains from time to time any Securities Account. Except as expressly permitted by Section 8.19 of the Credit Agreement, no Debtor shall establish any Securities Account with any institution unless prior thereto Administrative Agent and such Debtor shall have entered into a Securities Account Control Agreement with such institution, or unless Administrative Agent shall have waived such requirement. Each Securities Account Control Agreement shall provide, among other things, that the institution maintaining the Securities Account will waive certain rights of setoff and will, from and after receipt by such institution of written notice from Administrative Agent that an Event of Default has occurred and is continuing, transfer all assets held by such institution on behalf of the applicable Debtor, as Administrative Agent may direct.

4.12 Bank Accounts; Collection of Accounts and Payments. Upon request by Administrative Agent, each Debtor agrees to enter into a deposit account control agreement ("Deposit Account Control Agreement"), in a form reasonably agreed to by Administrative Agent, with each financial institution with which such Debtor maintains from time to time any Deposit Account (excluding Excluded Accounts). Except as expressly permitted by Section 8.19 of the Credit Agreement, no Debtor shall establish any Deposit Account (other than any Excluded Account) with any financial institution unless prior thereto Administrative Agent and such Debtor shall have entered into a Deposit Account Control Agreement with such financial institution, or unless Administrative Agent shall have waived such requirement. Each Deposit Account Control Agreement shall provide, among other things, that the financial institution maintaining the Deposit Account will waive certain rights of setoff and will, from and after receipt by such financial institution of written notice from Administrative Agent that an Event of Default has occurred and is continuing, transfer all amounts held by such financial institution on behalf of the applicable Debtor, as Administrative Agent may direct.

4.13 Collateral Generally.

(a) Each Debtor hereby authorizes Administrative Agent to file one or more financing or continuation statements, and amendments thereto (or similar documents required by any laws of any applicable jurisdiction), relating to all or any part of the Collateral without the signature of such Debtor (to the extent such signature is required under the laws of any applicable jurisdiction), which financing statements may describe the Collateral as "all assets" or "all personal property" or words of like import.

(b) Each Debtor will furnish to Administrative Agent, from time to time upon reasonable request, statements and schedules further identifying, updating, and describing the Collateral and such other information, reports and evidence concerning the Collateral as Administrative Agent may reasonably request, all in reasonable detail.

(c) Each Debtor shall give Administrative Agent prompt written notice of any change in such Debtor's chief executive office and principal place of business.

(d) Each Debtor shall keep books and records relating to the Collateral that are materially full and accurate and upon occurrence and during the continuance of an Event of Default shall stamp or otherwise mark such books and records in such manner as Administrative Agent may reasonably request indicating that the Collateral is subject to the Security Interests granted hereby.

(e) Beyond the safe custody thereof, each Debtor agrees that Administrative Agent shall have no duties concerning the custody and preservation of any Collateral in its possession (or in the possession of any agent or bailee) or with respect to any income thereon or the preservation of rights against prior parties or any other rights pertaining thereto. Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property. Administrative Agent shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by Administrative Agent in good faith.

(f) Each Debtor assumes all liability and responsibility in connection with the Collateral acquired by it, and the liability of the Debtors to pay the Secured Obligations shall in no way be affected or diminished by reason of the fact that such Collateral may be lost, stolen, damaged, or for any reason whatsoever unavailable to the Debtors.

(g) At any time, in order to comply with any legal requirement in any jurisdiction, or to effect or continue the creation, attachment or perfection of the Liens and security interest granted herein, Administrative Agent may appoint any bank or trust company or one or more other Persons, either to act as co-agent or co-agents, jointly with Administrative Agent, or to act as a separate agent or agents on behalf of Administrative Agent and/or the other Secured Parties, with such of Administrative Agent's power and authority hereunder as may be necessary for the effective operation of the provisions hereof and may be specified in the instrument of appointment.

4.14 Federal Compliance. Each Debtor shall promptly notify Administrative Agent in writing of any Collateral which constitutes a claim against the United States government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal law, and which has a value exceeding $4,000,000 in the aggregate; provided, however, that this Section 4.14 shall not apply to any claims against the Bureau of Land Management or the Bureau of Indian Affairs. Upon the request of Administrative Agent, each Debtor shall take such steps as may be necessary, or that Administrative Agent may reasonably request to comply with any applicable federal assignment of claims laws and other comparable laws.

4.15 Debtors Remain Liable. Anything herein to the contrary notwithstanding: (i) this Agreement shall have no effect on any Debtor's liability or obligations under the contracts and agreements included in the Collateral; (ii) the exercise by Administrative Agent of any of the rights hereunder shall not release any Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral; (iii) neither Administrative Agent nor any Secured Party shall have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall Administrative Agent nor any Secured Party be obligated to perform any of the obligations or duties of any Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder; and (iv) neither Administrative Agent nor any Secured Party shall have any liability in contract or tort for any Debtor's acts or omissions.

4.16 Other Documents and Actions. Each Debtor shall, from time to time, at its expense, promptly execute and deliver all further instruments, documents and notices and take all further action that Administrative Agent may reasonably request in order to create, perfect and protect any Security Interests granted hereby, or to enable Administrative Agent to exercise and enforce its rights and remedies hereunder or under any other Loan Document with respect to any Collateral.

SECTION 5. Remedial Provisions.

5.1 Upon the occurrence and during the continuance of an Event of Default, Administrative Agent shall have the right without notice or demand or legal process to: (i) notify the Account Debtor under any Accounts (or any other Person obligated thereon) of the Lien granted upon such Accounts in favor of Administrative Agent and to direct such Account Debtors and other Persons to make payment of all amounts due or to become due or otherwise render performance directly to Administrative Agent; (ii) so long as any of the Secured Obligations have been accelerated, exercise the rights of each Debtor with respect to the obligation of the Account Debtor to make payment or otherwise render performance to the applicable Debtor and with respect to any property that secures the obligations of the Account Debtor or any other Person obligated on the Collateral; and (iii) so long as any of the Secured Obligations have been accelerated, adjust, settle or compromise the amount or payment of such Accounts.

5.2 Upon the occurrence and during the continuance of an Event of Default, Administrative Agent or its attorneys shall have the right without notice or demand or legal process (unless the same shall be required by applicable law), personally, or by an agent, (i) to

enter upon, occupy and use any premises owned or leased by any Debtor or where the Collateral is located (or is believed to be located) until the Secured Obligations are paid in full without any obligation to pay rent to any Debtor, to render the Collateral useable or saleable and to remove the Collateral or any part thereof to the premises of Administrative Agent for such time as Administrative Agent may desire in order to effectively collect or liquidate the Collateral and use in connection with such removal any and all services, supplies and other facilities of any Debtor; (ii) to take possession of any Debtor's original books and records, to obtain access to any Debtor's data processing equipment, computer hardware and Software relating to the Collateral and to use all of the foregoing and the information contained therein in any manner Administrative Agent deems appropriate; and (iii) to notify postal authorities to change the address for delivery of any Debtor's mail to an address designated by Administrative Agent and to receive, open and dispose of all mail addressed to any Debtor. If any Debtor's books and records are prepared or maintained by an accounting service, contractor or other third party agent, each Debtor hereby irrevocably authorizes such service, contractor or other agent, upon notice by Administrative Agent to such Person that an Event of Default has occurred and is continuing, to deliver to Administrative Agent or its designees such books and records, and to follow Administrative Agent's instructions with respect to further services to be rendered.

5.3 If any Event of Default shall have occurred and be continuing, Administrative Agent may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of Administrative Agent on default under the UCC (whether or not the UCC applies to the affected Collateral) and also may: (i) require any Debtor to, and each Debtor hereby agrees that it will, at its expense and upon request of Administrative Agent forthwith, assemble all or part of the Collateral as directed by Administrative Agent and make it available to Administrative Agent at any place or places designated by Administrative Agent which is reasonably convenient to Administrative Agent in which event each Debtor shall at its own expense (A) forthwith cause the same to be moved to the place or places so designated by Administrative Agent, (B) store and keep any Collateral so delivered to Administrative Agent at such place or places pending further action by Administrative Agent, and (C) while Collateral shall be so stored and kept, provide such guards and maintenance services as shall be necessary to protect the same and to preserve and maintain the Collateral in good condition; (ii) withdraw all cash in any Deposit Account and apply such monies in payment of the Secured Obligations; and (iii) without notice except as specified below, sell, lease, license or otherwise dispose of the Collateral or any part thereof by one or more contracts, in one or more parcels at public or private sale, and without the necessity of gathering at the place of sale of the property to be sold, at any of Administrative Agent's offices or elsewhere, at such time or times, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as Administrative Agent may deem commercially reasonable. Administrative Agent shall have no obligation to marshal any Collateral in favor of any Debtor or any other Obligor.

5.4 Each Debtor agrees that, to the extent notice of sale shall be required by law, a reasonable authenticated notification of disposition shall be a notification given at least ten (10) days prior to any such sale and such notice shall (i) describe Administrative Agent and the applicable Debtors, (ii) describe the Collateral that is the subject of the intended disposition, (iii) state the method of intended disposition, (iv) state that the applicable Debtors are entitled to an accounting of the Secured Obligations and state the charge, if any, for an accounting, and (v)

state the time and place of any public disposition or the time after which any private sale is to be made; provided, that no notification need be given to any Debtor if it has authenticated after default a statement renouncing or modifying any right to notification of sale or other intended disposition. At any sale of the Collateral, if permitted by law, Administrative Agent may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness) for the purchase, lease, license or other disposition of the Collateral or any portion thereof for the account of Administrative Agent (on behalf of the Secured Parties). Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Administrative Agent may disclaim any warranties that might arise in connection with the sale, lease, license or other disposition of the Collateral and have no obligation to provide any warranties at such time. Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. To the extent permitted by law, each Debtor hereby specifically waives all rights of redemption, stay or appraisal, which it has or may have under any law now existing or hereafter enacted.

5.5 If an Event of Default has occurred and is continuing, each Debtor hereby irrevocably authorizes and empowers Administrative Agent, without limiting any other authorizations or empowerments contained in any of the other Loan Documents, to assert, either directly or on behalf of such Debtor, any claims such Debtor may have, from time to time, against any other party to any of the agreements to which such Debtor is a party or to otherwise exercise any right or remedy of such Debtor under any such agreements (including, without limitation, the right to enforce directly against any party to any such agreement all of such Debtor's rights thereunder, to make all demands and give all notices and to make all requests required or permitted to be made by such Debtor thereunder).

5.6 If an Event of Default has occurred and is continuing, proceeds of any collection, enforcement, sale or other disposition of, or other realization upon, all or any part of the Collateral and any cash held in any Deposit Account shall be applied in accordance with the applicable provisions of the Credit Agreement.

5.7 Each Debtor acknowledges and agrees that a breach of any of the covenants contained in Sections 4, 5 and 6 hereof will cause irreparable injury to Administrative Agent and that Administrative Agent has no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of Administrative Agent to seek and obtain specific performance of other obligations of each Debtor contained in this Agreement, that the covenants of each Debtor contained in the Sections referred to in this Section shall be specifically enforceable against each Debtor.

5.8 No failure or delay on the part of Administrative Agent in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or any other right, power or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

SECTION 6. Attorney-in-Fact.

Each Debtor hereby irrevocably appoints Administrative Agent, its nominee, and any other Person whom Administrative Agent may designate, as such Debtor's attorney-in-fact, with full power during the existence of any Event of Default to sign such Debtor's name on verifications of Accounts and other Collateral; to send requests for verification of Collateral to such Debtor's customers, Account Debtors and other obligors; to endorse such Debtor's name on any checks, notes, acceptances, money orders, drafts, and any other forms of payment or security that may come into Administrative Agent's possession or on any assignments, stock powers, or other instruments of transfer relating to the Collateral or any part thereof; to sign such Debtor's name on any invoice or bill of lading relating to any Collateral, on claims to enforce collection of any Collateral, on notices to and drafts against customers and Account Debtors and other obligors, on schedules and assignments of Collateral, on notices of assignment and on public records; to notify the post office authorities to change the address for delivery of such Debtor's mail to an address designated by Administrative Agent; to receive, open and dispose of all mail addressed to such Debtor; and to do all things necessary to carry out the terms and provisions of this Agreement. Each Debtor hereby approves all acts of any such attorney taken in accordance with the terms and provisions of this Agreement after the occurrence and during the continuance of an Event of Default and agrees that neither Administrative Agent nor any such attorney will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law other than, and to the extent of, such Person's gross negligence or willful misconduct. The foregoing powers of attorney, being coupled with an interest, are irrevocable until Security Termination has occurred and the Security Interests granted hereby shall have terminated in accordance with the terms hereof.

SECTION 7. Subordination of Indebtedness.

7.1 Subordination of All Debtor Claims. Each Debtor hereby subordinates the payment of all Debtor Claims owing to such Debtor to the payment in full in cash of all the Secured Obligations (other than contingent indemnification and cost reimbursement obligations for which no claim has been asserted). If Administrative Agent or the other Secured Parties so request after the occurrence and during the continuance of an Event of Default, any such Debtor Claims owing to such Debtor shall be enforced and performance received by such Debtor as trustee for the Secured Parties and the proceeds thereof shall be paid over to Administrative Agent on account of the Secured Obligations. After and during the continuation of an Event of Default, if Administrative Agent shall so request, no Debtor shall receive or collect, directly or indirectly, from any other Debtor in respect thereof any amount upon the Debtor Claims.

7.2 Claims in Bankruptcy. In the event of receivership, bankruptcy, reorganization, arrangement, debtor's relief, or other insolvency proceedings involving any Debtor, Administrative Agent on behalf of the Secured Parties shall have the right to prove their claim in any proceeding, so as to establish their rights hereunder and receive directly from the receiver, trustee or other court custodian, dividends, distributions and payments which would otherwise be payable upon Debtor Claims. In the event of any such proceeding, each Debtor hereby assigns such, dividends, distributions and payments to Administrative Agent for the benefit of the Secured Parties for application against the Secured Obligations as provided under Section 10.02(c) of the Credit Agreement. Should Administrative Agent or any other Secured

Party receive, for application upon the Secured Obligations, any such dividend, distribution or payment which is otherwise payable to any Debtor, and which, as between such Debtor and any other Debtor, shall constitute a credit upon the Debtor Claims, then upon Security Termination, the intended recipient shall become subrogated to the rights of Administrative Agent and the other Secured Parties to the extent that such payments to Administrative Agent and the other Secured Parties on the Debtor Claims have contributed toward the liquidation of the Secured Obligations, and such subrogation shall be with respect to that proportion of the Secured Obligations which would have been unpaid if Administrative Agent and the other Secured Parties had not received dividends, distributions or payments upon the Debtor Claims.

7.3 Payments Held in Trust. In the event that, notwithstanding Section 7.1 and Section 7.2, any Debtor should receive any funds, payments or claims which are prohibited by such Sections, then it agrees: (a) to hold in trust for Administrative Agent and the other Secured Parties an amount equal to the amount of all funds, payments or claims so received, and (b) that it shall have absolutely no dominion over the amount of such funds, payments or claims except to pay them promptly to Administrative Agent, for the benefit of the Secured Parties; and each Debtor covenants promptly to pay the same to Administrative Agent.

7.4 Liens Subordinate. Each Debtor agrees that until Security Termination, any Liens securing payment of the Debtor Claims shall be and remain inferior and subordinate to any Liens securing payment of the Secured Obligations, regardless of whether such encumbrances in favor of such Debtor, Administrative Agent or any other Secured Party presently exist or are hereafter created or attach. Without the prior written consent of Administrative Agent, no Debtor, during the period in which any of the Secured Obligations is outstanding or the Commitments are in effect, shall (x) exercise or enforce any creditor's right it may have against any debtor in respect of the Debtor Claims, or (y) foreclose, repossess, sequester or otherwise take steps or institute any action or proceeding (judicial or otherwise, including without limitation the commencement of or joinder in any liquidation, bankruptcy, rearrangement, debtor's relief or insolvency proceeding) to enforce any Lien securing payment of the Debtor Claims held by it.

7.5 Notation of Records. All promissory notes and all accounts receivable ledgers or other evidence of the Debtor Claims accepted by or held by any Debtor shall contain a specific written notice thereon that the indebtedness evidenced thereby is subordinated under the terms of this Agreement.

SECTION 8. Expenses.

Without limiting any Debtor's obligations under the Credit Agreement or the other Loan Documents, but without duplication of any related provisions thereof, each Debtor hereby agrees to promptly pay all reasonable out-of-pocket fees, costs and expenses (including reasonable out-of-pocket attorneys' fees and expenses) incurred in connection with (i) protecting, storing, warehousing, appraising, insuring, handling, maintaining and shipping the Collateral and (ii) creating, perfecting, and maintaining Administrative Agent's Liens, and each Debtor agrees to promptly pay any and all fees, costs and expenses (including reasonable out-of-pocket attorneys' fees and expenses) incurred in connection with collecting, enforcing, retaking, holding, preparing for disposition, processing and disposing of the Collateral and enforcing Administrative Agent's Liens.

If any Debtor fails to promptly pay any portion of the above costs, fees and expenses when due or to perform any other obligation of such Debtor under this Agreement, Administrative Agent may, at its option, but shall not be required to, pay or perform the same and charge such Debtor's account for all fees, costs and expenses incurred therefor, and such Debtor agrees to reimburse Administrative Agent therefor on demand. All sums so paid or incurred by Administrative Agent for any of the foregoing, any and all other sums for which any Debtor may become liable hereunder and all fees, costs and expenses (including attorneys' fees, legal expenses and court costs) incurred by Administrative Agent in enforcing or protecting the Security Interests or any of their rights or remedies under this Agreement shall be payable on demand, shall constitute Secured Obligations, shall bear interest until paid at the highest rate provided in the Credit Agreement and shall be secured by the Collateral.

SECTION 9. Notices.

All notices, approvals, requests, demands and other communications hereunder to be delivered to any Debtor shall be delivered to Borrower, and all notices, approvals, requests, demands and other communications hereunder shall be given in accordance with the notice provisions of the Credit Agreement.

SECTION 10. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns except that no Debtor may assign its rights or obligations hereunder without the written consent of Administrative Agent. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Liens granted to Administrative Agent, for the benefit of Administrative Agent and the other Secured Parties, hereunder.

SECTION 11. Changes in Writing.

No amendment, modification, termination or waiver of any provision of this Agreement shall be effective unless the same shall be in writing signed by Administrative Agent and each Debtor.

SECTION 12. Additional Debtors.

Upon the execution and delivery, or authentication, by any Person of a joinder in substantially the form of Exhibit A: (a) such Person shall become a Debtor hereunder, each reference in this Agreement and the other Loan Documents to "Debtor" or "Obligor", as applicable, shall also mean and be a reference to such Person, and each reference in this Agreement and the other Loan Documents to "Collateral" shall also mean and be a reference to the Collateral of such Person, and (b) each schedule attached to such joinder shall be incorporated into and become a part of and supplement the corresponding schedules hereto, and Administrative Agent may attach such supplemental schedules to such corresponding schedule hereto, and each reference to such schedules shall mean and be a reference to such schedules as supplemented pursuant to such joinder.

SECTION 13. Indemnification. Without in any way limiting the requirements of Section 12.03 of the Credit Agreement, each Debtor agrees to indemnify and hold harmless the Secured Parties, each of their respective successors and assigns, officers, directors, employees, agents and attorneys, and any Person in control of any thereof (the "Indemnified Parties"), from and against any loss, liability, claim, damage and expense, including, without limitation, reasonable counsel fees (collectively called the "Indemnified Liabilities"), which may be imposed on, incurred by or asserted against such Indemnified Party as a result of or in connection with this Agreement or the enforcement by the Administrative Agent or any other Secured Party of its rights and remedies hereunder, and any Indemnified Liabilities, under federal and state securities laws or otherwise, insofar as such Indemnified Liabilities;

13.1 arise out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in any registration statement, prospectus or offering memorandum or in any preliminary prospectus or preliminary offering memorandum or in any amendment or supplement to any of the foregoing or in any other writing in connection with the offer, sale or resale of all or any portion of the Collateral, provided that any such registration statement, prospectus or offering memorandum, preliminary prospectus, preliminary offering memorandum, or other writing was prepared by Debtors, their representatives, agents, or attorneys or such untrue statement was provided by Debtors specifically for inclusion therein and unless such untrue statement of material fact was provided by the Administrative Agent specifically for inclusion therein; or

13.2 arise out of or is based upon any omission or alleged omission to state therein a material fact required to be stated or necessary to make the statements therein not misleading.

Such indemnification to remain operative regardless of any investigation made by or on behalf of the Administrative Agent, any Secured Party or any successor thereof, or any Person in control of any thereof. In no event shall any Debtor have any obligation to indemnify or hold harmless an Indemnified Party with respect to an Indemnified Liability that is determined in a final, non-appealable judgment by a court of competent jurisdiction to result from the gross negligence or willful misconduct by any Indemnified Party. In connection with a public sale or other distribution, each Debtor will provide customary indemnification to any underwriters, their respective successors and assigns, their respective officers and directors and each Person who controls any such underwriter (within the meaning of the 1933 Act). If and to the extent that the foregoing undertakings in this Section 13 may be unenforceable for any reason, each Debtor agrees to make maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. The obligations of each Debtor under this Section 13 shall survive any termination of this Agreement.

SECTION 14. Joint and Several Liability.

Each Debtor hereby agrees that it is jointly and severally liable for all liabilities, obligations and/or indebtedness of each other Debtor, to the extent such liabilities, obligations and/or indebtedness arise under or in connection with this Agreement.

SECTION 15. GOVERNING LAW; SUBMISSION TO JURISDICTION.

THIS AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. EACH DEBTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF HOUSTON, STATE OF TEXAS AND IRREVOCABLY AGREES THAT, SUBJECT TO ADMINISTRATIVE AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH DEBTOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. EACH PARTY HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH PARTY BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH PARTY IN ACCORDANCE WITH THE PROVISIONS OF SECTION 9 HEREOF AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

SECTION 16. WAIVER OF JURY TRIAL.

EACH DEBTOR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH DEBTOR ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE ADMINISTRATIVE AGENT AND THE OTHER SECURED PARTIES TO ENTER INTO A BUSINESS RELATIONSHIP AND THAT THE ADMINISTRATIVE AGENT AND EACH OTHER SECURED PARTY HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AND THAT THE ADMINISTRATIVE AGENT AND EACH OTHER SECURED PARTY WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS WITH EACH DEBTOR. EACH DEBTOR WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

SECTION 17. Waiver of Right of Setoff.

All sums payable by the Debtors hereunder or under the Notes and the other Loan Documents shall be paid without notice, demand, counterclaim, setoff, deduction or defense, and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of the Debtors hereunder and thereunder shall in no way be released, discharged or otherwise affected, except as expressly provided herein, by reason of (a) any damage to or destruction of or any condemnation or similar taking, or transfer in lieu thereof, of the Collateral or any part thereof; (b) any restriction or prevention of or interference with any use of the Collateral or any part thereof; (c) any title defect or encumbrance or any eviction from the location of the Collateral or any part thereof by title paramount or otherwise; (d) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to any Debtor or any action taken with respect to this Agreement or the other Loan Documents by any trustee or receiver of any Debtor, or by any court in such proceeding; (e) any claim which any Debtor has or might have against Administrative Agent or any other Secured Party; or (f) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not the Debtors shall have notice or knowledge of any of the foregoing. No portion of the Secured Obligations shall be or be deemed to be offset or compensated by all or any part of any claim, cause of action, counterclaim or cross-claim, whether liquidated or unliquidated, which any Debtor may presently have or claim to have against Administrative Agent or any other Secured Party. Each Debtor hereby waives, to the fullest extent permitted by applicable law, any right of setoff it may have or to which it may be entitled under this Agreement, the other Loan Documents or any applicable law from time to time against Administrative Agent, any other Secured Party or their respective assets. Except as expressly provided herein, each Debtor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by such Debtor.

SECTION 18. Counterparts; Integration.

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signature by facsimile shall bind the parties hereto. This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

SECTION 19. Headings.

Headings and captions used in this Agreement (including the Exhibits and Schedules hereto) are included for convenience of reference and shall not be given any substantive effect.

SECTION 20. General Terms and Conditions.

In addition to and without limitation of any of the foregoing, this Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of the general terms and conditions contained in the Credit Agreement, *mutatis mutandi*.

SECTION 21. Termination of Liens; Release of Collateral.

Administrative Agent agrees that upon Security Termination, the Liens provided for hereunder shall automatically terminate and all rights to the Collateral shall revert to the applicable Debtor. Administrative Agent further agrees that upon such termination, Administrative Agent shall, at the expense of the Debtors, execute and promptly deliver to the Debtors such documents and instruments as the Debtors shall reasonably request to evidence such termination. Notwithstanding the foregoing, this Agreement and the Liens created hereby shall continue in full force and effect or be revived and reinstated, as the case may be, if any payment by or on behalf of the Borrower or any other Debtor is made, or any Secured Party exercises its right of setoff, in respect of the Secured Obligations and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Secured Parties in their discretion) to be repaid to a trustee, receiver or any other party, for any reason, including in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred and whether or not the Secured Parties are in possession of or have released the Liens created by this Agreement and regardless of any prior revocation, rescission, termination or reduction. The obligations of each Debtor under the immediately preceding sentence shall survive termination of this Agreement.

[Signature pages follow]

Witness the due execution hereof by the respective duly authorized officers of the undersigned as of the date first written above.

DEBTORS:

LINN ENERGY, INC.

By: _____
Name: _____
Title: _____

LINN ENERGY HOLDCO LLC

By: _____
Name: _____
Title: _____

LINN ENERGY HOLDCO II LLC

By: _____
Name: _____
Title: _____

LINN ENERGY HOLDINGS, LLC

By: _____
Name: _____
Title: _____

LINN OPERATING, LLC

By: _____
Name: _____
Title: _____

LINN MIDWEST ENERGY LLC

By: _____
Name: _____
Title: _____

LINN MIDSTREAM, LLC

By: _____
Name: _____
Title: _____

LINN MARKETING, LLC

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

[Signature Page to Security Agreement]

Schedules to Security Agreement

Schedule 3.2

Collateral Locations, Chief Executive Offices

Schedule 3.8

Chattel Paper, Letter-of-Credit Rights, Commercial Tort Claims, Documents, Titled Equipment

Schedule 3.9

Deposit and Securities Accounts

Exhibit A

[FORM OF] JOINDER TO SECURITY AGREEMENT

, 20

Wells Fargo Bank, National Association
as Administrative Agent for the Secured Parties referred to
in the Security Agreement referred to below

1000 Louisiana Street, 9th Floor
Houston, Texas 77002
Attention: Patrick Fults

Ladies and Gentlemen:

The undersigned refers to:

(i) that certain Credit Agreement, dated as of February 28, 2017 (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), among by Linn Energy Holdco II LLC, a Delaware limited liability company (the "Borrower") pursuant to the Credit Agreement (as defined below), each of Linn Energy Inc., a Delaware corporation ("Linn Energy"), Linn Energy Holdco LLC, a Delaware limited liability company ("Energy Holdco"), Linn Energy Holdings, LLC ("Energy Holdings"), a Delaware limited liability company, Linn Operating, LLC, a Delaware limited liability company ("Operating"), Linn Midwest Energy LLC, a Delaware limited liability company ("Midwest"), Linn Midstream, LLC, a Delaware limited liability company ("Midstream"), Linn Marketing, LLC, a Delaware limited liability company ("Marketing" and together with Linn Energy, Energy Holdco, Energy Holdings, Operating, Midwest and Midstream, collectively the "Guarantors", and each individually a "Guarantor"), the lenders from time to time party thereto (the "Lenders") and you, as administrative agent (in such capacity, together with its successors in such capacity, the "Administrative Agent"); and

(ii) that certain Security Agreement dated as of February 28, 2017 (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Security Agreement"), by the Debtors from time to time party thereto in your favor for the benefit of the Secured Parties.

Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

SECTION 1. Grant of Security. The undersigned grants to you, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the Collateral of the undersigned, whether now owned or hereafter acquired by the undersigned, wherever located and whether now or hereafter existing or arising, including the property of the undersigned set forth on the attached supplemental schedules to the Schedules to the Security Agreement.

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the undersigned under this Agreement and the Security Agreement secures the payment of the Secured Obligations.

SECTION 3. Information Relating to the Undersigned. The undersigned is an entity of the type specified on Schedule 1 and is organized under the laws of the jurisdiction specified on Schedule 1 and its address for notices is specified on Schedule 1.

SECTION 4. Supplement to Security Agreement Schedules. The undersigned has attached hereto Schedule 3.2, Schedule 3.8 and Schedule 3.9 which are supplemental to the corresponding schedules to the Security Agreement, and the undersigned certifies, as of the date first-above written, that such supplemental schedules have been prepared by the undersigned in substantially the form of the corresponding schedules to the Security Agreement and are true and complete.

SECTION 5. Representations, Warranties, Agreements, Waivers. The undersigned as of the date hereof makes each representation, warranty, agreement (including indemnification agreements), waiver, and acknowledgement set forth in the Security Agreement (as supplemented by the attached supplemental schedules).

SECTION 6. Obligations Under the Security Agreement. As of the date first-above written, the undersigned hereby joins the Security Agreement as a party thereto and as a Debtor thereunder and hereby agrees to be bound as a Debtor by all of the terms and provisions of the Security Agreement. As of the date first-above written, each reference in the Security Agreement to a "Debtor" shall also mean and be a reference to the undersigned.

SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the jurisdiction whose laws the Security Agreement provides will govern such agreement.

Very truly yours,

[DEBTOR]

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED AS OF THE DATE
FIRST-ABOVE STATED,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

Schedules to Joinder to Security Agreement

Schedule 1

Jurisdiction of Organization and Address for Notices

Name of Debtor	Type of Organization	Jurisdiction of Organization	Address for Notices

[Exhibit A to Security Agreement]

Schedule 3.2

Collateral Locations, Chief Executive Offices

[Exhibit A to Security Agreement]

Schedule 3.8

Chattel Paper, Letter-of-Credit Rights, Commercial Tort Claims, Documents, Titled Equipment

[Exhibit A to Security Agreement]

Schedule 3.9

Deposit and Securities Accounts

[Exhibit A to Security Agreement]

EXHIBIT C-3
FORM OF PLEDGE AGREEMENT

(See attached.)

PLEDGE AGREEMENT

This PLEDGE AGREEMENT (the "Agreement"), dated as of February 28, 2017, is made by Linn Energy Holdco II LLC, a Delaware limited liability company (the "Borrower") pursuant to the Credit Agreement (as defined below), each of Linn Energy Inc., a Delaware corporation ("Linn Energy"), Linn Energy Holdco LLC, a Delaware limited liability company ("Energy Holdco"), Linn Energy Holdings, LLC, a Delaware limited liability company ("Energy Holdings"), Linn Operating, LLC, a Delaware limited liability company ("Operating"), Linn Midwest Energy LLC, a Delaware limited liability company ("Midwest"), Linn Midstream, LLC, a Delaware limited liability company ("Midstream"), Linn Marketing, LLC, a Delaware limited liability company ("Marketing" and together with Linn Energy, Energy Holdco, Energy Holdings, Operating, Midwest, Midstream, and the Guarantors together with the Borrower and each Person who becomes a party to this Agreement by execution of a joinder in the form of Exhibit C hereto, collectively the "Pledgors", and each individually a "Pledgor"), in favor of Wells Fargo Bank, National Association, as administrative agent (in such capacity, together with its successors in such capacity, the "Administrative Agent"), for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, contemporaneously herewith the Pledgors are entering into that certain Credit Agreement of even date herewith (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Credit Agreement") with certain financial institutions from time to time party thereto (collectively, the "Lenders"), and the Administrative Agent, providing for the Lenders to make available to the Borrowers certain credit facilities on the terms and conditions set forth therein;

WHEREAS, contemporaneously herewith the Pledgors are entering into that certain Guaranty Agreement of even date herewith (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Guaranty") pursuant to which the Pledgors guaranty the Obligations, including the obligations of the Borrower and the other Obligors under the Credit Agreement and the other Loan Documents;

WHEREAS, certain Lenders or Affiliates of Lenders have entered into or may hereafter enter into Secured Swap Agreements with one or more Pledgors;

WHEREAS, all of the issued and outstanding Equity Interests owned by each Pledgor as of the date first set forth above are set forth on Exhibit A hereto (the issuer of each such Equity Interest, together with each other issuer of Equity Interests which are hereafter acquired by any Pledgor and pledged hereunder, is referred to herein as an "Issuer" and collectively as the "Issuers");

WHEREAS, each of the Pledgors other than the Borrower is either (i) a direct or indirect owner of the capital stock or shares of the Borrower or (ii) a Subsidiary or Affiliate of the Borrower, will benefit directly and indirectly from the credit facilities made available pursuant to the Credit Agreement and is guaranteeing the Obligations pursuant to the Guaranty; and

WHEREAS, to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and make available the credit facilities thereunder, and to induce each Secured Hedge Provider to enter into its respective Secured Swap Agreement, the Pledgors have agreed to pledge to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, all Pledged Collateral (as defined below) now or hereafter owned or acquired by any Pledgor on the terms and conditions set forth herein.

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

Section 1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement. Terms defined in the UCC which are not otherwise defined in this Agreement or in the Credit Agreement are used in this Agreement as defined in the UCC as in effect on the date hereof. In addition, as used herein:

"Addendum" shall have the meaning ascribed thereto in Section 2 below.

"Equity Interest Power" shall have the meaning ascribed thereto in Section 2 below.

"Excluded Property" shall mean (i) any Equity Interest in any Foreign Subsidiary (x) that is not a first-tier Subsidiary of a Pledgor, or (y) to the extent the same represents, for all Pledgors in the aggregate, more than 65% of the total combined voting power of all classes of capital stock or similar Equity Interests of such Foreign Subsidiary which are entitled to vote (such equity interests in such Foreign Subsidiary that are Pledged hereunder being indicated on Exhibit A hereto, as it may be supplemented from time to time); (ii) any Equity Interests in any pledged entity acquired on or after the Effective Date that is not a Subsidiary of a Pledgor, if the terms of the Organizational Documents of such pledged entity do not permit the grant of a security interest in such Equity Interests by the owner thereof or the applicable Pledgor has been unable to obtain any approval or consent to the creation of a security interest therein which is required under such Organizational Documents; provided, however, the foregoing exclusions shall in no way be construed (a) to apply if any such prohibition would be rendered ineffective under the UCC (including Sections 9.406, 9.407 and 9.408 thereof) or other applicable law (including the Bankruptcy Code) or principles of equity, (b) so as to limit, impair or otherwise affect the Administrative Agent's unconditional continuing Liens upon any rights or interests of any Pledgor in or to the proceeds thereof (including proceeds from the sale or other disposition thereof), including monies due or to become due under any such sale or disposition, or any contract or agreement related thereto (including any Accounts), (c) to apply at such time as the condition causing such prohibition shall be remedied (including pursuant to a waiver thereof or a consent related thereto) and, to the extent severable, "Pledged Collateral" shall include any portion of such contract, agreement or assets subject thereto that does not result in such prohibition and (iii) any Equity Interests (a) to the extent the burden of perfection would exceed the benefit to the Secured Parties in the reasonable written determination of Administrative Agent or (b) to

the extent perfection (A) is prohibited by any Governmental Requirement or (B) could reasonably be expected to result in material adverse tax consequences to the Borrower or any Subsidiary of the Borrower.

"Indemnified Liabilities" shall have the meaning ascribed thereto in Section 10 below.

"Indemnified Parties" shall have the meaning ascribed thereto in Section 10 below.

"Irrevocable Proxy" shall have the meaning ascribed thereto in Section 2 below.

"Permitted Liens" shall mean liens permitted under Section 9.03 of the Credit Agreement.

"Pledged Collateral" shall have the meaning ascribed thereto in Section 2 below.

"Pledged Shares" shall have the meaning ascribed thereto in Section 2 below.

"Pledgor Claims" means all debts and obligations of the Borrower or any other Pledgor to any Pledgor, including but not limited to any obligation of the Borrower or any other Pledgor to such Pledgor as subrogee of the Secured Parties or resulting from such Pledgor's performance under this Agreement, whether such debts and obligations now exist or are hereafter incurred or arise, or whether the obligation of the debtor thereon be direct, contingent, primary, secondary, several, joint and several, or otherwise, and irrespective of whether such debts or obligations be evidenced by note, contract, open account, or otherwise, and irrespective of the Person or Persons in whose favor such debts or obligations may, at their inception, have been, or may hereafter be created, or the manner in which they have been or may hereafter be acquired by such Pledgor.

"Proceeds" means "proceeds", as such term is defined in the UCC and, in any event, includes, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable with respect to any of the Pledged Collateral, (b) any and all payments (in any form whatsoever) made or due and payable from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Pledged Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), (c) all Stock Rights and (d) any and all other amounts from time to time paid or payable under, in respect of or in connection with any of the Pledged Collateral.

"Registration Page" shall have the meaning ascribed thereto in Section 2 below.

"Representative" means any Person acting as agent, representative or trustee on behalf of the Administrative Agent from time to time.

"Secured Obligations" means the Obligations (as defined in the Credit Agreement), the Guaranteed Obligations (as defined in the Guaranty Agreement) and all other obligations and indebtedness of any Pledgor now or hereafter arising under the Loan Documents.

"Security Termination" means such time at which each of the following events shall have occurred on or prior to such time: (a) all Commitments have terminated or expired; (b) the Credit Agreement has terminated; (c) all Secured Obligations (other than obligations under any Secured Swap Agreement and other than indemnities and other contingent obligations not then due and payable and as to which no claim has been made as of the time of determination) have been indefeasibly paid in full in cash; (d) all Secured Swap Agreements have been terminated and paid in full, novated or the applicable Pledgor has provided substitute collateral to the Secured Hedge Provider thereunder to the extent provided under the applicable Secured Swap Agreement (or as to which other arrangements satisfactory to the applicable Secured Hedge Provider shall have been made; and (e) all Letters of Credit have expired or terminated or the LC Exposure has been cash collateralized (or as to which other arrangements satisfactory to the applicable Pledgor and the Issuing Bank shall have been made), as provided for in the Credit Agreement.

"Stock Rights" means all dividends, instruments or other distributions and any stocks, shares, warrants, options or other securities rights or any other right or property which the Pledgors shall receive or shall become entitled to by way of dividend bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference or otherwise to receive for any reason whatsoever with respect to the Pledged Shares, in substitution for or in exchange for any Equity Interest constituting Pledged Collateral, any right to receive an Equity Interest and any right to receive earnings, interest or other income which may be paid or payable in which the Pledgors now have or hereafter acquire any right, issued by an Issuer of such Equity Interest.

"UCC" means the Uniform Commercial Code as from time to time in effect in the State of Texas; provided, however, that, in the event that, by reason of mandatory provisions of law, any of the attachment, perfection or priority of the Administrative Agent's and the Secured Parties' security interest in any Pledged Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Texas, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection, the effect thereof or priority and for purposes of definitions related to such provisions.

"1933 Act" means the Securities Act of 1933, as amended (or any similar statute then in effect).

"1934 Act" means the Securities Exchange Act of 1934, as amended (or any similar statute then in effect).

Section 2. Pledge.

(a) As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Pledgor hereby pledges, assigns, hypothecates, transfers, delivers and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and perfected security interest in (i) all of the Equity Interests of the Issuers now owned or hereafter acquired by such Pledgor (the Equity Interests described in the foregoing clause (i) collectively, the "Pledged Shares"; when used with respect to any one Pledgor, "Pledged Shares" means the Pledged Shares in which such Pledgor has an interest or in which Exhibit A indicates such Pledgor has an interest), (ii) all other property hereafter delivered to, or in the possession or in the custody of, the Administrative Agent, in substitution for or in addition to the Pledged Shares, (iii) any other property of any Issuer, as described in Section 4 below, now or hereafter delivered to, or in the possession or custody of such Pledgor, (iv) all rights, privileges, authority or powers of such Pledgor as an owner of such pledged Equity Interest in such Issuers, and (v) all Proceeds of the collateral described in the preceding clauses (i), (ii), (iii) and (iv) (the collateral described in clauses (i) through (v) of this Section 2 being collectively referred to as the "Pledged Collateral"). Notwithstanding the foregoing, the term "Pledged Collateral" shall not include any Excluded Property and no Lien or security interest is hereby granted on any Excluded Property, in each case, solely for so long as such property remains Excluded Property.

(b) All of the Pledged Shares owned by each Pledgor on the date hereof, as applicable, are listed on Exhibit A hereto, and (i) to the extent applicable, all instruments or certificates representing the Pledged Shares and undated equity interest powers substantially in the form attached hereto as Exhibit E or such other equivalent equity interest powers reasonably acceptable to the Administrative Agent ("Equity Interest Power") duly executed in blank by such Pledgor, (ii) irrevocable proxies substantially in the form attached hereto as Exhibit F ("Irrevocable Proxy") and (iii) a duly executed equity registration page, substantially in the form attached hereto as Exhibit G ("Registration Page"), are being delivered to the Administrative Agent, for the benefit of the Secured Parties, simultaneously herewith. Each Pledgor shall execute an Addendum in the form of Exhibit B hereto (an "Addendum") and deliver to the Administrative Agent, stock certificates (if any), together with duly executed Equity Interest Powers, Irrevocable Proxies and Registration Pages upon creation or acquisition by such Pledgor of any Equity Interest in any other newly formed or acquired Subsidiary or any additional Equity Interest in Issuers named on Exhibit A within the time period required under the Credit Agreement. The Administrative Agent, on behalf of the Secured Parties, shall maintain possession and custody of the certificates representing the Pledged Shares and any additional Pledged Collateral.

(c) The Lien and security interest created hereby in the Pledged Collateral secures the payment and performance of all Secured Obligations. Without limiting the generality of the foregoing, this Agreement secures, as to each Pledgor, the payment of all amounts that constitute part of the Secured Obligations and would be owed by any Pledgor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving a Pledgor.

(d) This Agreement is executed and granted for the pro rata benefit and security of the Administrative Agent and the other Secured Parties as security for the Secured Obligations until Security Termination has occurred; it being understood and agreed that possession of any Note (or any replacements of any said Note) at any time by the Borrower or any other Pledgor shall not in any manner extinguish the Secured Obligations, such Notes or this Agreement securing payment thereof, and the Borrower shall have the right to issue and reissue any of the Notes from time to time as its interest or as convenience may require, without in any manner extinguishing or affecting the Secured Obligations, the obligations under any of the Notes, or the security of this Agreement.

Section 3. Representations, Warranties and Covenants of Pledgors. Each Pledgor represents, warrants and covenants to the Administrative Agent, for the benefit of the Secured Parties as follows:

(a) such Pledgor is the record and beneficial owner of, and has legal title to, the Pledged Shares, including without limitation the Pledged Shares listed on Exhibit A, and such shares are and all other Equity Interests constituting Pledged Collateral are free and clear of all Liens and other encumbrances and restrictions whatsoever, except Permitted Liens;

(b) such Pledgor has full power, authority and legal right to execute this Agreement and to pledge the Pledged Shares and any additional Pledged Collateral to the Administrative Agent, for the benefit of the Secured Parties;

(c) this Agreement has been duly authorized, executed and delivered by such Pledgor and constitutes a legal, valid and binding obligation of such Pledgor enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally;

(d) there are no outstanding options, warrants or other agreements with respect to the Pledged Shares;

(e) the Pledged Shares have been duly and validly authorized and issued, and are fully paid and non-assessable. The Pledged Shares listed on Exhibit A constitute the percentage of the issued and outstanding Equity Interests of such class of the Issuers specified on Exhibit A;

(f) no consent, approval or authorization of or designation or filing with any Governmental Authority on the part of such Pledgor is required in connection with or as a condition to the pledge and security interest granted under this Agreement, or the exercise by the Administrative Agent of the voting and other rights provided for in this Agreement except as may be required in connection with disposition of the Pledged Collateral by laws affecting the offering and sale of securities generally;

(g) the execution, delivery and performance of this Agreement by such Pledgor does not (i) require any consent or approval of any holders of Equity Interests of

such Pledgor, except those already obtained; (ii) violate or cause a default under the Organizational Documents of such Pledgor; (iii) violate or cause a default under any applicable law, material contract or of any securities issued by any Issuer; or (iv) result in or require the imposition of any Lien (other than Permitted Liens) on such Pledgor's Property;

(h) the pledge, assignment and delivery (to the extent applicable) to the Administrative Agent of the Pledged Shares, or other actions establishing control over the Pledged Shares (to the extent applicable) pursuant to this Agreement creates a valid Lien on and a perfected security interest in the Pledged Shares and the Proceeds thereof in favor of the Administrative Agent, for the benefit of the Secured Parties, subject to no prior Lien (other than Permitted Liens). Such Pledgor covenants and agrees that it will defend the Administrative Agent's right, title and security interest in and to the Pledged Shares and the proceeds thereof against the claims and demands of all persons whomsoever, (i) subject to the rights of such Pledgor under the Loan Documents to dispose of the Pledged Shares and (ii) other than any holders of Permitted Liens;

(i) with respect to any certificates delivered to the Administrative Agent representing Pledged Collateral, either such certificates are Securities as defined in Article 8 of the UCC as a result of actions by the Issuer or otherwise, or, if such certificates are not Securities, such Pledgor has so informed the Administrative Agent so that the Administrative Agent may take steps to perfect its security interest therein as a General Intangible;

(j) none of the Pledged Shares have been issued or transferred in violation of the 1933 Act, 1934 Act or other applicable securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance shall or transfer may be subject;

(k) no Pledged Collateral owned by such Pledgor is or shall be held by a securities intermediary, except for a Pledged Collateral held in a Securities Account in compliance with Section 4.11 of the Security Agreement;

(l) (i) if the Organizational Documents of any Pledgor specify that such Pledgor has "opted in" to Article 8 of the UCC or otherwise provides that Article 8 of the UCC shall govern any related Pledged Collateral and/or any such Pledged Collateral will or may be evidenced by certificates, then (A) such certificates are Securities as defined in Article 8 of the UCC and (B) such Pledgor has delivered such certificates to the Administrative Agent; or (ii) if the Organizational Documents of any Pledgor do not specify that such Pledgor has "opted in" to Article 8 of the UCC or otherwise do not provide that Article 8 of the UCC governs any related Pledged Collateral and/or do not provide that such Pledged Collateral will or may be evidenced by certificates, then (A) such Pledged Collateral are not Securities as defined in Article 8 of the UCC and (B) such Pledgor shall not create or deliver any certificates to any Person in relation to such Pledged Collateral; and (iii) in either instance (i) or (ii), no Pledgor may amend or terminate any provision of its Organizational Documents pertaining to such Pledged Collateral.

(m) the Administrative Agent has a perfected security interest in all uncertificated Pledged Shares pledged hereunder that are in existence on the date hereof. Each Pledgor hereby agrees that if any of the Pledged Shares are at any time not evidenced by certificates of ownership, then each applicable Pledgor shall, to the extent permitted by applicable law, (i) cause the Issuer to execute and deliver to the Administrative Agent an acknowledgment of the pledge of such Pledged Shares substantially in the form of Exhibit D hereto or such other form that is reasonably satisfactory to the Administrative Agent and (ii) to the extent reasonably requested by the Administrative Agent, if necessary to perfect a security interest in such Pledged Shares, cause such pledge to be recorded on the equity holder register or the books of the Issuer, and execute any customary pledge forms or other documents necessary or appropriate to complete the pledge and give the Administrative Agent the right to transfer such Pledged Shares under the terms hereof.

Section 4. Stock Dividends, Distributions, etc. If, while this Agreement is in effect, any Pledgor shall become entitled to receive or shall receive any certificate representing Equity Interests constituting Pledged Collateral (including, without limitation, any certificate representing a stock dividend or a stock distribution in connection with any reclassification, increase or reduction of capital, or issued in connection with any reorganization, merger or consolidation), or any options or rights, whether as an addition to, in substitution for, or in exchange for any of the Pledged Shares, or otherwise, such Pledgor agrees to accept, hold and deliver the same forthwith to the Administrative Agent in the exact form received, with the endorsement of such Pledgor when necessary and/or appropriate and undated Equity Interest Powers duly executed in blank, to be held by the Administrative Agent, for the benefit of the Secured Parties, subject to the terms hereof, as additional Pledged Collateral. In case any distribution of capital shall be made on or in respect of the Pledged Shares or any property shall be distributed upon or with respect to the Pledged Shares pursuant to the recapitalization or reclassification of the capital of the Issuer thereof or pursuant to the reorganization thereof, in a transaction not permitted under Section 9.04 of the Credit Agreement, the property so distributed shall be delivered to the Administrative Agent to be held by it as additional Pledged Collateral. Except as provided in Section 5(a)(ii) below, all sums of money and property so paid or distributed in respect of the Pledged Shares which are received by such Pledgor as described in the immediately preceding sentence shall, until paid or delivered to the Administrative Agent, be held by such Pledgor in trust as additional Pledged Collateral.

Section 5. Administration of Security.

(a) Each Pledgor shall be entitled (subject to the other provisions hereof, including, without limitation, Section 9 below):

(i) until receipt of notice to the contrary from the Administrative Agent during the continuance of an Event of Default, to vote or consent with respect to the Pledged Shares; provided, however, that no vote or other right shall be exercised or action taken by any Pledgor which would reasonably be expected to have the effect of impairing the rights of the Administrative Agent in respect of such Pledged Collateral; and

(ii) until receipt of notice to the contrary from the Administrative Agent delivered during the continuance of an Event of Default, to receive cash dividends or other distributions in the ordinary course made in respect of the Pledged Shares, to the extent permitted to be paid pursuant to the Credit Agreement.

(b) EACH PLEDGOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS THE ADMINISTRATIVE AGENT AS ITS PROXY AND ATTORNEY-IN-FACT FOR SUCH PLEDGOR WITH RESPECT TO THE PLEDGED COLLATERAL WITH THE RIGHT TO, DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, TAKE ANY OF THE FOLLOWING ACTIONS (I) TRANSFER AND REGISTER IN ITS NAME OR IN THE NAME OF ITS NOMINEE THE WHOLE OR ANY PART OF THE PLEDGED COLLATERAL, (II) VOTE THE PLEDGED SHARES, WITH FULL POWER OF SUBSTITUTION TO DO SO, (III) RECEIVE AND COLLECT ANY DIVIDEND OR OTHER PAYMENT OR DISTRIBUTION IN RESPECT OF, OR IN EXCHANGE FOR, THE PLEDGED COLLATERAL OR ANY PORTION THEREOF, TO GIVE FULL DISCHARGE FOR THE SAME AND TO INDORSE ANY INSTRUMENT MADE PAYABLE TO PLEDGOR FOR SAME, (IV) EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF THE PLEDGED COLLATERAL WOULD BE ENTITLED (INCLUDING, WITH RESPECT TO THE PLEDGED SHARES, GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, PARTNERS OR MEMBERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS, PARTNERS OR MEMBERS AND VOTING AT SUCH MEETINGS), AND (V) TAKE ANY ACTION AND EXECUTE ANY INSTRUMENT WHICH THE ADMINISTRATIVE AGENT MAY DEEM NECESSARY OR ADVISABLE TO ACCOMPLISH THE PURPOSES OF THIS AGREEMENT. THE APPOINTMENT OF THE ADMINISTRATIVE AGENT AS PROXY AND ATTORNEY-IN-FACT IS COUPLED WITH AN INTEREST AND SHALL BE VALID AND IRREVOCABLE UNTIL SECURITY TERMINATION; IT BEING UNDERSTOOD THAT SUCH SECURED OBLIGATIONS AND THIS AGREEMENT AND THE LIENS AND SECURITY INTEREST CREATED HEREBY WILL CONTINUE TO BE EFFECTIVE OR AUTOMATICALLY REINSTATED, AS THE CASE MAY BE, IF AT ANY TIME PAYMENT, IN WHOLE OR IN PART, OF ANY OF THE SECURED OBLIGATIONS IS RESCINDED OR MUST OTHERWISE BE RESTORED OR RETURNED BY THE ADMINISTRATIVE AGENT OR ANY OTHER SECURED PARTY FOR ANY REASON, INCLUDING AS A PREFERENCE, FRAUDULENT CONVEYANCE OR OTHERWISE UNDER ANY BANKRUPTCY, INSOLVENCY OR SIMILAR LAW, ALL AS THOUGH SUCH PAYMENT HAD NOT BEEN MADE; IT BEING FURTHER UNDERSTOOD THAT IN THE EVENT PAYMENT OF ALL OR ANY PART OF THE SECURED OBLIGATIONS IS RESCINDED OR MUST BE RESTORED OR RETURNED, ALL REASONABLE OUT-OF-POCKET COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS) INCURRED BY THE ADMINISTRATIVE AGENT OR ANY OTHER SECURED PARTY IN DEFENDING AND ENFORCING SUCH REINSTATEMENT SHALL BE DEEMED TO BE INCLUDED AS A PART OF THE SECURED OBLIGATIONS. SUCH APPOINTMENT OF THE ADMINISTRATIVE AGENT AS PROXY AND

ATTORNEY-IN-FACT SHALL BE VALID AND IRREVOCABLE AS PROVIDED HEREIN NOTWITHSTANDING ANY LIMITATIONS TO THE CONTRARY SET FORTH IN THE ARTICLES OR CERTIFICATE OF INCORPORATION OR ORGANIZATION, CERTIFICATE OF FORMATION, BYLAWS, LIMITED LIABILITY COMPANY AGREEMENTS OR OTHER ORGANIZATIONAL DOCUMENTS OF ANY PLEDGOR, THE BORROWER OR ANY ISSUER. In order to further effect the foregoing transfer of rights in favor of the Administrative Agent, the Administrative Agent shall have the right, upon the occurrence and during the continuance of an Event of Default, to present to Borrower or any Issuer an Irrevocable Proxy and/or Registration Page. After the occurrence and during the continuance of an Event of Default and upon the request of the Administrative Agent, each Pledgor agrees to deliver to the Administrative Agent, on behalf of the Secured Parties, such further evidence of such Irrevocable Proxy or additional Irrevocable Proxies to vote the Pledged Shares as the Administrative Agent may request.

(c) Upon the occurrence and during the continuance of an Event of Default, and following delivery of a notice pursuant to Section 5(a)(ii), in the event that any Pledgor, as record and beneficial owner of its Pledged Shares, shall have received or shall have become entitled to receive, any cash dividends or other distributions in the ordinary course, such Pledgor shall deliver to the Administrative Agent, for the benefit of the Secured Parties, and the Administrative Agent, for the benefit of the Secured Parties, shall be entitled to receive and retain, all such cash or other distributions as additional Pledged Collateral.

(d) All prior proxies given by any Pledgor with respect to any of the Pledged Collateral or any of the Pledged Shares, as applicable (other than to the Administrative Agent) are hereby revoked, and no subsequent proxies (other than to the Administrative Agent) will be given with respect to any of the Pledged Collateral or any of the Pledged Shares, as applicable. The Administrative Agent, as proxy, will be empowered and may exercise the irrevocable proxy to vote the Pledged Collateral and/or the Pledged Shares at any and all times during the continuance of an Event of Default, including, but not limited to, at any meeting of shareholders, partners or members, as the case may be, of an Issuer, however called, and at any adjournment thereof, or in any action by written consent, and may waive any notice otherwise required in connection therewith. To the fullest extent permitted by applicable law, the Administrative Agent shall have no agency, fiduciary or other implied duties to any Pledgor or Issuer or any other party when acting in its capacity as such proxy or attorney-in-fact. Each Pledgor hereby waives and releases any claims that it may otherwise have against the Administrative Agent with respect to any breach or alleged breach of any such agency, fiduciary or other duty.

(e) Any transfer to the Administrative Agent or its nominee, or registration in the name of the Administrative Agent or its nominee, of the whole or any part of the Pledged Collateral, whether by the delivery of a Registration Page to the applicable Issuer or otherwise, shall be made, subject to the following sentence, solely for purposes of effectuating voting or other consensual rights with respect to the Pledged Collateral in accordance with the terms of this Agreement and is not intended to effectuate any transfer of ownership of the Pledged Collateral. Notwithstanding any delivery or modification of

a Registration Page or exercise of an Irrevocable Proxy, the Administrative Agent shall not be deemed the owner of, or assume any obligations of the owner or holder of the Pledged Collateral unless and until the Administrative Agent expressly accepts such obligations in writing or otherwise becomes the owner thereof under applicable law.

(f) At any time, in order to comply with any legal requirement in any jurisdiction, or to effect or continue the creation, attachment or perfection of the Liens and security interest granted herein, the Administrative Agent may appoint any bank or trust company or one or more other Persons, either to act as co-agent or co-agents, jointly with the Administrative Agent, or to act as a separate agent or agents on behalf of the Administrative Agent and/or the other Secured Parties, with such power and authority as may be necessary for the effective operation of the provisions hereof and may be specified in the instrument of appointment.

Section 6. No Disposition, etc. Other than pursuant to a transaction permitted by the Credit Agreement, without the prior written consent of the Administrative Agent or to the extent permitted under the Credit Agreement, each Pledgor agrees that such Pledgor will not sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Pledged Shares or any other Pledged Collateral, nor will such Pledgor create, incur or permit to exist any Lien, other than Permitted Liens, with respect to any of the Pledged Shares, any other Pledged Collateral or any interest therein, or any proceeds thereof. If an Event of Default has occurred and is continuing (or would result therefrom), each Pledgor agrees that it will not vote to enable, and will not otherwise take affirmative action to allow, any Issuer to (a) issue any stock or other securities of any nature in addition to or in exchange or substitution for the Pledged Shares or (b) dissolve, liquidate, retire any of its capital stock, reduce its capital or merge or consolidate with any other Person.

Section 7. Certain Rights of the Administrative Agent. Neither the Administrative Agent nor any of the other Secured Parties shall be liable for failure to collect or realize upon any of the Secured Obligations or any collateral security or guaranty therefor, or any part thereof, or for any delay in so doing, nor shall the Administrative Agent or any of the other Secured Parties be under any obligation to take any action whatsoever with regard thereto. Any or all of the Pledged Shares, if an Event of Default has occurred and is continuing, may be registered in the name of the Administrative Agent or its nominee and the Administrative Agent or its nominee may without notice, exercise all voting and corporate rights at any meeting with respect to any Issuer and exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Pledged Shares as if it were the absolute owner thereof, including, without limitation, the right to vote in favor of, and to exchange at its discretion any and all of the Pledged Shares upon, the merger, consolidation, reorganization, recapitalization or other readjustment with respect to any Issuer or upon the exercise by any Pledgor or the Administrative Agent of any right, privilege or option pertaining to any of the Pledged Shares, and in connection therewith, to deposit and deliver any and all of the Pledged Shares with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine, all without liability except to account for property actually received by the Administrative Agent, but the Administrative Agent shall have no duty to exercise any of the aforesaid rights, privileges or options and shall not be responsible for any failure to do so or delay in so doing.

Section 8. Subordination of All Pledgor Claims.

(a) Each Pledgor hereby subordinates the payment of all Pledgor Claims owing to such Pledgor to the payment in full in cash of all the Secured Obligations (other than contingent indemnification and cost reimbursement obligations for which no claim has been asserted). If the Administrative Agent or the other Secured Parties so request, any such Pledgor Claims owing to such Pledgor shall be enforced and performance received by such Pledgor as trustee for the Secured Parties and the proceeds thereof shall be paid over to the Administrative Agent on account of the Secured Obligations. After and during the continuation of an Event of Default, no Pledgor shall receive or collect, directly or indirectly, from any other Pledgor in respect thereof any amount upon the Pledgor Claims.

(b) In the event of receivership, bankruptcy, reorganization, arrangement, debtor's relief, or other insolvency proceedings involving any Pledgor, the Administrative Agent on behalf of the Secured Parties shall have the right to prove their claim in any proceeding, so as to establish their rights hereunder and receive directly from the receiver, trustee or other court custodian, dividends and payments which would otherwise be payable upon Pledgor Claims. In the event of such proceeding, each Pledgor hereby assigns such dividends and payments to the Administrative Agent for the benefit of the Secured Parties for application against the Secured Obligations as provided under Section 10.02(c) of the Credit Agreement. Should the Administrative Agent or any other Secured Party receive, for application upon the Secured Obligations, any such dividend or payment which is otherwise payable to any Pledgor, and which, as between such Pledgor and any other Pledgor, shall constitute a credit upon the Pledgor Claims, then upon Security Termination, the intended recipient shall become subrogated to the rights of the Administrative Agent and the other Secured Parties to the extent that such payments to the Administrative Agent and the other Secured Parties on the Pledgor Claims have contributed toward the liquidation of the Secured Obligations, and such subrogation shall be with respect to that proportion of the Secured Obligations which would have been unpaid if the Administrative Agent and the other Secured Parties had not received dividends or payments upon the Pledgor Claims.

(c) In the event that, notwithstanding Section 8(a) and (b), any Pledgor should receive any funds, payments, claims or distributions which are prohibited by such Sections, then it agrees: (a) to hold in trust for the Administrative Agent and the other Secured Parties an amount equal to the amount of all funds, payments, claims or distributions so received, and (b) that it shall have absolutely no dominion over the amount of such funds, payments, claims or distributions except to pay them promptly to the Administrative Agent, for the benefit of the Secured Parties; and each Pledgor covenants promptly to pay the same to the Administrative Agent.

(d) Each Pledgor agrees that until Security Termination, any Liens securing payment of the Pledgor Claims shall be and remain inferior and subordinate to any Liens securing payment of the Secured Obligations, regardless of whether such encumbrances in favor of such Pledgor, the Administrative Agent or any other Secured Party presently exist or are hereafter created or attach. Without the prior written consent of the

Administrative Agent, no Pledgor, during the period in which any of the Secured Obligations is outstanding or the Commitments are in effect, shall (x) exercise or enforce any creditor's right it may have against any debtor in respect of the Pledgor Claims, or (y) foreclose, repossess, sequester or otherwise take steps or institute any action or proceeding (judicial or otherwise, including without limitation the commencement of or joinder in any liquidation, bankruptcy, rearrangement, debtor's relief or insolvency proceeding) to enforce any Lien securing payment of the Pledgor Claims held by it.

(e) All promissory notes and all accounts receivable ledgers or other evidence of the Pledgor Claims accepted by or held by any Pledgor shall contain a specific written notice thereon that the indebtedness evidenced thereby is subordinated under the terms of this Agreement.

Section 9. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon any Pledgor or any other Person (all and each of which demands, advertisements and/or notices are hereby expressly waived to the fullest extent permitted by law), may forthwith collect, receive and realize upon the Pledged Collateral, or any part thereof, and/or may forthwith sell, assign, give an option or options to purchase, contract to sell or otherwise dispose of (including the disposition by merger) and deliver said Pledged Collateral, or any part thereof, in one or more portions at public or private sale or sales or transactions, at any exchange, broker's board or at any of the Administrative Agent's offices or elsewhere upon such terms and conditions as the Administrative Agent may deem advisable and at such prices as it may deem best, for any combination of cash and/or securities or other property or on credit or for future delivery without assumption by any Secured Party of any credit risk, with the right to the Administrative Agent upon any such sale or sales, public or private, to purchase the whole or any part of said Pledged Collateral so sold, free of any right or equity of redemption in any Pledgor, which right and equity are hereby expressly waived (to the fullest extent permitted by law) or released. Each Pledgor agrees that the Administrative Agent need not give more than ten (10) days' notice of the time and place of any public sale or of the time after which a private sale or other intended disposition is to take place and that such notice is reasonable notification of such matters. No notification need be given to any Pledgor if such Pledgor has signed after the occurrence and during the continuance of an Event of Default a statement renouncing or modifying any right to notification of sale or other intended disposition. In addition to the rights and remedies granted to the Administrative Agent for the benefit of the Secured Parties in this Agreement and in any other instrument or agreement securing, evidencing or relating to any of the Secured Obligations, the Administrative Agent and the other Secured Parties shall have all the rights and remedies of a secured party under the UCC and under any other applicable law.

Section 10. Sale of Pledged Shares. After the occurrence and during the continuance of an Event of Default:

(a) Each Pledgor recognizes that the Administrative Agent, on behalf of the Secured Parties, may be unable to effect a public sale or disposition (including, without limitation, any disposition in connection with a merger of any Issuer) of any or all the

Pledged Collateral by reason of certain prohibitions contained in the 1933 Act, and applicable state securities laws, but may be compelled to resort to one or more private sales or dispositions thereof to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Pledgor acknowledges and agrees that any such private sale or disposition may result in prices and other terms (including the terms of any securities or other property received in connection therewith) less favorable to the seller than if such sale or disposition were a public sale or disposition and, notwithstanding such circumstances, agrees that any such private sale or disposition shall be deemed to be reasonable and effected in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale or disposition of any of the Pledged Collateral in order to permit any Pledgor or any Issuer to register such securities for public sale under the 1933 Act, or under applicable state securities laws, even if such Pledgor or any Issuer would agree to do so. No Secured Party shall incur any liability as a result of the sale of any such Pledged Collateral, or any part thereof, at any private sale provided for in this Agreement conducted in a commercially reasonable manner, and each Pledgor hereby waives to the fullest extent permitted by law any claims against the Secured Parties arising by reason of the fact that the price at which the Pledged Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if the Administrative Agent accepts the first offer received and does not offer the Pledged Collateral to more than one offeree.

(b) Each Pledgor agrees to do or cause to be done all such other acts and things as the Administrative Agent may reasonably request to make such sale or sales or dispositions of any portion or all of the Pledged Collateral valid and binding and in compliance with any and all applicable laws, regulations, orders, writs, injunctions, decrees or awards of any and all courts, arbitrators or governmental instrumentalities, domestic or foreign, having jurisdiction over any such sale or sales or dispositions, all at such Pledgor's expense.

(c) Without in any way limiting the requirement of Section 12.03 of the Credit Agreement, each Pledgor agrees to indemnify and hold harmless the Secured Parties, each of their respective successors and assigns, officers, directors, employees, agents and attorneys, and any Person in control of any thereof (the "Indemnified Parties"), from and against any loss, liability, claim, damage and expense, including, without limitation, reasonable counsel fees (collectively called the "Indemnified Liabilities"), which may be imposed on, incurred by or asserted against such Indemnified Party as a result of or in connection with this Agreement or the enforcement by the Administrative Agent or any other Secured Party of its rights and remedies hereunder, and any Indemnified Liabilities, under federal and state securities laws or otherwise, insofar as such Indemnified Liabilities;

(i) arise out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in any registration statement, prospectus or offering memorandum or in any preliminary prospectus or preliminary offering memorandum or in any amendment or supplement to any of the foregoing or in any other writing in

connection with the offer, sale or resale of all or any portion of the Pledged Collateral, provided that any such registration statement, prospectus or offering memorandum, preliminary prospectus, preliminary offering memorandum, or other writing was prepared by Pledgors, their representatives, agents, or attorneys or such untrue statement was provided by Pledgors specifically for inclusion therein and unless such untrue statement of material fact was provided by the Administrative Agent specifically for inclusion therein; or

(ii) arise out of or is based upon any omission or alleged omission to state therein a material fact required to be stated or necessary to make the statements therein not misleading.

Such indemnification to remain operative regardless of any investigation made by or on behalf of the Administrative Agent, any Secured Party or any successor thereof, or any Person in control of any thereof. In no event shall any Pledgor have any obligation to indemnify or hold harmless an Indemnified Party with respect to an Indemnified Liability that is determined in a final, non-appealable judgment by a court of competent jurisdiction to result from the gross negligence or willful misconduct by any Indemnified Party. In connection with a public sale or other distribution, each Pledgor will provide customary indemnification to any underwriters, their respective successors and assigns, their respective officers and directors and each Person who controls any such underwriter (within the meaning of the 1933 Act). If and to the extent that the foregoing undertakings in this Section 10(c) may be unenforceable for any reason, each Pledgor agrees to make maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. The obligations of each Pledgor under this Section 10(c) shall survive any termination of this Agreement.

Section 11. Application of Proceeds. The proceeds of any collection, sale or other realization of all or any part of the Pledged Collateral, and any other cash at the time held by the Administrative Agent under this Agreement, shall be applied to the Secured Obligations in accordance with the terms of the Credit Agreement. The Pledgors shall remain liable for any deficiency in the Secured Obligations remaining after such application.

Section 12. Further Assurances. Each Pledgor agrees that at any time and from time to time, upon the written request of the Administrative Agent, such Pledgor will execute and deliver all Equity Interest Powers, Registration Pages, Irrevocable Proxies, financing statements and such further documents and do such further acts and things as the Administrative Agent may reasonably request consistent with the provisions hereof in order to effect the purposes of this Agreement. Without limiting the foregoing, each Pledgor will take any and all necessary actions required or requested by the Administrative Agent, from time to time, to (a) cause the Administrative Agent to obtain exclusive control of any Pledged Collateral owned by such Pledgor in a manner reasonably acceptable to the Administrative Agent and (b) obtain from any Issuer of Pledged Collateral written confirmation of the Administrative Agent's control over such Pledged Collateral. For purposes of this Section 12, the Administrative Agent shall have exclusive control of Pledged Collateral if (i) in the case of Pledged Collateral consisting of certificated securities, such Pledgor delivers such certificated securities to the Administrative Agent (with Equity Interest Powers (in blank or otherwise) if such certificated securities are in registered form) and (ii) in the case of any other Pledged Collateral, the Administrative Agent has control thereof for all applicable purposes of the UCC.

Section 13. Limitation on Duty of the Administrative Agent.

(a) The powers conferred on the Administrative Agent under this Agreement are solely to protect the Administrative Agent's interest in the Pledged Collateral and shall not impose any duty upon it to exercise any such powers. The Administrative Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither the Administrative Agent nor its Representative nor any of their respective officers, directors, employees or agents shall be responsible to the Pledgors for any act or failure to act, except for gross negligence or willful misconduct. Without limiting the foregoing, the Administrative Agent and any Representative shall be deemed to have exercised reasonable care in the custody and preservation of the Pledged Collateral in their possession if such Pledged Collateral is accorded treatment substantially equivalent to that which the Administrative Agent or any Representative, in its individual capacity, accords its own property consisting of the type of Pledged Collateral involved, it being understood and agreed that neither the Administrative Agent nor any Representative shall have any responsibility for taking any necessary steps (other than steps taken in accordance with the standard of care set forth above) to protect, preserve or exercise rights against any Person with respect to any Pledged Collateral and shall be relieved of all responsibility for the Pledged Collateral upon surrendering it to the applicable Pledgor.

(b) Also without limiting the generality of the foregoing, neither the Administrative Agent nor any Representative shall have any obligation or liability under any contract or license by reason of or arising out of this Agreement or the granting to the Administrative Agent of a security interest therein or assignment thereof or the receipt by the Administrative Agent or any Representative of any payment relating to any contract or license pursuant hereto, nor shall the Administrative Agent or any Representative be required or obligated in any manner to perform or fulfill any of the obligations of any Pledgor under or pursuant to any contract or license, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any contract or license, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

Section 14. Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

Section 15. No Waiver; Cumulative Remedies. No failure on the part of the Administrative Agent to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any

single or partial exercise by the Administrative Agent of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Neither the Administrative Agent nor any of the other Secured Parties shall be liable for any failure to collect or realize upon any of the Secured Obligations or any collateral security or guaranty therefor, or any part thereof, or for any delay in so doing, nor shall the Administrative Agent or any of the other Secured Parties be under any obligation to take any action whatsoever with regard thereto. The rights and remedies herein provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law.

Section 16. Specific Performance. Each Pledgor agrees that a breach of any of the covenants contained in Sections 2(b), 4, 5(c), 6, 10 or 12 hereof will cause irreparable injury to the Secured Parties, that the Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, agrees, without limiting the right of the Administrative Agent to seek and obtain specific performance of other obligations of such Pledgor contained in this Agreement, that each and every covenant referenced above shall be specifically enforceable against such Pledgor, and such Pledgor hereby waives to the fullest extent permitted by law and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that the Secured Obligations have been paid in full and all commitments which could give rise to Secured Obligations have been terminated.

Section 17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, the Secured Parties and the respective successors and assigns of the foregoing, provided, that no Pledgor shall assign or transfer its rights hereunder without the prior written consent of the Administrative Agent.

Section 18. Termination. Subject to Section 2.06 of the Credit Agreement, this Agreement and the Liens granted hereunder shall automatically terminate upon Security Termination, whereupon the Administrative Agent shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral (including all certificates evidencing the Pledged Collateral in its possession or control) to or on the order of the Pledgors. The Administrative Agent, at the Pledgors' expense, shall also execute and deliver to the Pledgors upon such termination such UCC termination statements and such other documentation as shall be reasonably requested by the Pledgors to effect the termination and release of the Liens in favor of the Administrative Agent created hereby.

Section 19. Possession of Pledged Collateral. Beyond the exercise of reasonable care to assure the safe custody of the Pledged Collateral in the physical possession of the Administrative Agent pursuant hereto, neither the Administrative Agent nor any nominee of the Administrative Agent shall have any duty or liability to collect any sums due in respect thereof or to protect, preserve or exercise any rights pertaining thereto, and shall be relieved of all responsibility for the Pledged Collateral upon surrendering them to the applicable Pledgor.

Section 20. Survival of Representations. All representations and warranties of each Pledgor contained in this Agreement shall survive the execution and delivery of this Agreement.

Section 21. Expenses. The Pledgors shall reimburse the Administrative Agent and the other Secured Parties upon demand for all reasonable and documented out-of-pocket legal, accounting, appraisal, consulting, and other reasonable and documented out-of-pocket fees, costs and expenses incurred by the Administrative Agent and the other Secured Parties in connection with the preparation, execution, delivery, administration, collection and enforcement of this Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral in accordance with the terms of the Credit Agreement to the extent provided for in Section 12.03 of the Credit Agreement). Any and all costs and expenses incurred by the Pledgors in the performance of actions required pursuant to the terms hereof shall be borne solely by the Pledgors. Any taxes and stamp duties payable or ruled payable by and domestic or foreign Governmental Authority in respect of this Agreement shall be borne solely by the Pledgors, together with related interest, penalties, fines and expenses, if any.

Section 22. Attorney-In-Fact. Each Pledgor hereby irrevocably appoints the Administrative Agent as such Pledgor's attorney-in-fact until termination of this Agreement in accordance with the terms hereof, effective upon the occurrence and during the continuance of an Event of Default, with full authority in the place and stead of such Pledgor and in the name of such Pledgor or otherwise, from time to time in the Administrative Agent's discretion, to take any action and to execute any instrument that the Administrative Agent deems reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to receive, endorse and collect all instruments made payable to such Pledgor representing any dividend, payment or other distribution in respect of the Pledged Collateral or any part thereof and to give full discharge for the same, when and to the extent permitted by this Agreement.

Section 23. Notices. All notices, demands and requests that any party is required or elects to give to any other party shall be given in accordance with the provisions of Section 12.01 of the Credit Agreement, and if given (i) to the Administrative Agent, shall be given to it at its address specified in the Credit Agreement or as otherwise specified by the Administrative Agent in writing, and (ii) to any Pledgor shall be given to it the address specified in the Credit Agreement for such Pledgor or as otherwise specified by such Pledgor in writing.

Section 24. Governing Law; Consent to Forum.

(a) **THIS AGREEMENT AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS**.

(b) **EACH PLEDGOR HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER TEXAS, IN ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, AND AGREES THAT ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING ANY SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PLEDGOR IRREVOCABLY AND**

UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND EACH PLEDGOR AND THE ADMINISTRATIVE AGENT CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 12.01 OF THE CREDIT AGREEMENT. A final judgment in any proceeding of any such court shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or any other manner provided by applicable law.

(c) Nothing herein shall limit the right of the Administrative Agent or any Secured Party to bring proceedings against any Pledgor in any other court, nor limit the right of any party to serve process in any other manner permitted by applicable law. Nothing in this Agreement shall be deemed to preclude enforcement by the Administrative Agent of any judgment or order obtained in any forum or jurisdiction.

Section 25. WAIVERS BY PLEDGORS. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW BUT WITHOUT LIMITATION OF ANY RIGHTS AFFORDED SUCH PLEDGOR AS A BORROWER OR GUARANTOR UNDER THE CREDIT AGREEMENT, EACH PLEDGOR WAIVES (A) THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING OR DISPUTE OF ANY KIND RELATING IN ANY WAY TO ANY LOAN DOCUMENTS, SECURED OBLIGATIONS OR COLLATERAL; (B) PRESENTMENT, DEMAND, PROTEST, NOTICE OF PRESENTMENT, DEFAULT, NON-PAYMENT, MATURITY, RELEASE, COMPROMISE, SETTLEMENT, EXTENSION OR RENEWAL OF ANY COMMERCIAL PAPER, ACCOUNTS, DOCUMENTS, INSTRUMENTS, CHATTEL PAPER AND GUARANTIES AT ANY TIME HELD BY THE ADMINISTRATIVE AGENT ON WHICH A PLEDGOR MAY IN ANY WAY BE LIABLE, AND HEREBY RATIFIES ANYTHING THE ADMINISTRATIVE AGENT MAY DO IN THIS REGARD AFTER THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT; (C) NOTICE PRIOR TO TAKING POSSESSION OR CONTROL OF ANY COLLATERAL AFTER THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT; (D) ANY BOND OR SECURITY THAT MIGHT BE REQUIRED BY A COURT PRIOR TO ALLOWING THE ADMINISTRATIVE AGENT TO EXERCISE ANY RIGHTS OR REMEDIES AFTER THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT; (E) THE BENEFIT OF ALL VALUATION, APPRAISEMENT AND EXEMPTION LAWS; (F) ANY CLAIM AGAINST THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY OTHER SECURED PARTY, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) IN ANY WAY RELATING TO ANY ENFORCEMENT ACTION, SECURED OBLIGATIONS, LOAN DOCUMENTS OR TRANSACTIONS RELATING THERETO; AND (G) NOTICE OF ACCEPTANCE HEREOF.** Each Pledgor acknowledges that the foregoing waivers are a material inducement to the Administrative Agent, on behalf of the Secured Parties, entering into this Agreement and that it is relying upon the foregoing in its dealings with Pledgors. Each Pledgor has reviewed the

foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

Section 26. Waiver of Right of Setoff. All sums payable by the Pledgors hereunder or under the Notes and the other Loan Documents shall be paid without notice, demand, counterclaim, setoff, deduction or defense, and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of the Pledgors hereunder and thereunder shall in no way be released, discharged or otherwise affected, except as expressly provided herein, by reason of (a) any damage to or destruction of or any taking, or transfer in lieu thereof, of the Pledged Collateral or any part thereof; (b) any restriction or prevention of or interference with any use of the Pledged Collateral or any part thereof; (c) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to any Pledgor or Issuer or any action taken with respect to this Agreement or the other Loan Documents by any trustee or receiver of any Pledgor or Issuer, or by any court in such proceeding; (d) any claim which any Pledgor has or might have against the Administrative Agent or any other Secured Party; or (e) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not the Pledgors shall have notice or knowledge of any of the foregoing. No portion of the Secured Obligations shall be or be deemed to be offset or compensated by all or any part of any claim, cause of action, counterclaim or cross-claim, whether liquidated or unliquidated, which any Pledgor may presently have or claim to have against the Administrative Agent or any other Secured Party. Each Pledgor hereby waives, to the fullest extent permitted by applicable law, any right of setoff it may have or to which it may be entitled under this Agreement, the other Loan Documents or any applicable law from time to time against the Administrative Agent, any other Secured Party or their respective assets. Except as expressly provided herein, each Pledgor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by such Pledgor.

Section 27. Amendments, Etc. The terms of this Agreement may be waived, altered or amended only by an instrument in writing in accordance with Section 12.02(b) of the Credit Agreement. Any such amendment or waiver shall be binding upon the Administrative Agent and each Pledgor and their respective successors and assigns.

Section 28. Counterparts; Headings; Execution. This Agreement may be authenticated in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may authenticate this Agreement by signing any such counterpart. This Agreement may be authenticated by manual signature, facsimile or, if approved in writing by the Administrative Agent, electronic means, all of which shall be equally valid. The headings in this Agreement are for convenience of reference only and shall not alter or otherwise affect the meaning hereof. Any electronic signature, contract formation on an electronic platform and electronic record-keeping shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any state law based on the Uniform Electronic Transactions Act.

Section 29. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Pledgors and the Administrative Agent with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings between any Pledgor and the Administrative Agent relating to the subject matter hereof. This Agreement supplements the other Loan Documents and nothing in this Agreement shall be deemed to limit or supersede the rights granted to the Administrative Agent or the other Secured Parties in any other Loan Document. In the event of any conflict or inconsistency between this Agreement and the Credit Agreement, the provisions of the Credit Agreement shall govern and control.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Pledge Agreement to be duly executed and delivered as of the day and year first above written.

PLEDGORS:

LINN ENERGY, INC.

By: _____
Name: _____
Title: _____

LINN ENERGY HOLDCO LLC

By: _____
Name: _____
Title: _____

LINN ENERGY HOLDCO II LLC

By: _____
Name: _____
Title: _____

LINN ENERGY HOLDINGS, LLC

By: _____
Name: _____
Title: _____

LINN OPERATING, LLC

By: _____
Name: _____
Title: _____

LINN MIDWEST ENERGY LLC

By: _____
Name: _____
Title: _____

LINN MIDSTREAM, LLC

By: _____
Name: _____
Title: _____

LINN MARKETING, LLC

By: _____
Name: _____
Title: _____

Exhibit A
to Pledge Agreement

Pledgor	Issuer	Certificate No.	No. of Shares	Class of Shares	% of Issued Shares of such Class of Issuer or other Equity Interest Pledged by such Pledgor
Linn Energy Holdco LLC	Linn Energy, Inc.				
Linn Energy Holdco II LLC	Linn Energy Holdco LLC				
Linn Energy Holdings, LLC	Linn Energy Holdco II LLC				
Linn Operating, LLC	Linn Energy Holdco II LLC				
Linn Midwest Energy LLC	Linn Energy Holdings, LLC				
Linn Midstream, LLC	Linn Energy Holdco II LLC				
Linn Marketing, LLC	Linn Energy Holdco II LLC				

Exhibit B
to Pledge Agreement

Addendum to Pledge Agreement

The undersigned, being a Pledgor pursuant to that certain Pledge Agreement dated as of February 28, 2017 (the "Pledge Agreement") in favor of Wells Fargo Bank, National Association, as administrative agent (the "Administrative Agent"), by executing this Addendum, hereby acknowledges that such Pledgor legally and beneficially owns capital stock as set forth below of [ ], a [ ][ ] ("Entity"). Capitalized terms used but not defined herein have the meanings given them in the Pledge Agreement. Such Pledgor hereby agrees and acknowledges that Entity is an Issuer pursuant to the Pledge Agreement and the Shares (as hereinafter defined) shall be deemed Pledged Shares pursuant to the Pledge Agreement. Such Pledgor hereby represents and warrants to the Administrative Agent and the other Secured Parties that (i) all of the capital stock or shares of Entity now owned by such Pledgor ("Shares") is presently represented by the stock or share certificates listed below to the extent applicable, which stock or share certificates, with undated Equity Interest Powers duly executed in blank by such Pledgor, Irrevocable Proxies and Registration Pages are being delivered to the Administrative Agent, simultaneously herewith, and (ii) after giving effect to this Addendum, the representations and warranties set forth in Section 3 of the Pledge Agreement are true, complete and correct with respect to the undersigned Pledgor and the Pledged Shares described herein as of the date hereof.

Pledged Shares

Pledgor	Issuer	Certificate No.	No. of Shares	Class of Shares	% of Issued Shares of such Class of Issuer or other Equity Interest Pledged

IN WITNESS WHEREOF, Pledgor has executed this Addendum this day of , 20 .

PLEDGOR:

_____

By: _____

Its: _____

Exhibit C
to Pledge Agreement

Joinder to Pledge Agreement

The undersigned, , a , as of the day of , 20 , hereby joins in the execution of that certain Pledge Agreement dated as of February 28, 2017 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Pledge Agreement") by Linn Energy Holdco II LLC, a Delaware limited liability company (the "Borrower"), each of Linn Energy Inc., a Delaware corporation ("Linn Energy"), Linn Energy Holdco LLC, a Delaware limited liability company ("Energy Holdco"), Linn Energy Holdings, LLC, a Delaware limited liability company ("Energy Holdings"), Linn Operating, LLC, a Delaware limited liability company ("Operating"), Linn Midwest Energy LLC, a Delaware limited liability company ("Midwest"), Linn Midstream, LLC, a Delaware limited liability company ("Midstream"), Linn Marketing, LLC, a Delaware limited liability company ("Marketing" and together with Linn Energy, Energy Holdco, Energy Holdings, Operating, Midwest, Midstream, and the Guarantors together with the Borrower and each Person who becomes a party to this Agreement by execution of a joinder in the form of Exhibit C hereto, collectively the "Pledgors", and each individually a "Pledgor"), in favor of Wells Fargo Bank, National Association, as administrative agent (in such capacity, together with its successors in such capacity, the "Administrative Agent"), for the benefit of the Secured Parties. Capitalized terms used but not defined herein have the meanings given them in the Pledge Agreement. By executing this Joinder, the undersigned hereby agrees that it is a Pledgor thereunder and agrees to be bound by all of the terms and provisions of the Pledge Agreement.

The undersigned represents and warrants to the Administrative Agent and the other Secured Parties that the undersigned is the record and beneficial owner of, and has legal title to, the Equity Interests set forth below.

, a

By: _____
Name: _____
Title: _____

Pledged Shares

Pledgor	Issuer	Certificate No.	No. of Shares	Class of Shares	% of Issued Shares of such Class of Issuer or other Equity Interest Pledged

Exhibit D
to Pledge Agreement

Issuer's Acknowledgement

Each of the undersigned hereby (i) acknowledges receipt of a copy of that certain Pledge Agreement dated as of February 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Pledge Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Pledge Agreement), made by the Pledgors party thereto and Wells Fargo Bank, National Association, as administrative agent for the Secured Parties (in such capacity and together with any successors in such capacity, the "Administrative Agent"), (ii) subject to the provisions of the Pledge Agreement, agrees that it will comply with instructions of the Administrative Agent or its nominee with respect to the applicable Pledged Collateral without further consent by the applicable Pledgor, (iii) to the extent permitted by law, agrees that the "issuer's jurisdiction" (as defined in Section 8-110 of the UCC) is the State of [Delaware], U.S.A., (iv) agrees to notify the Administrative Agent upon obtaining knowledge of any interest in favor of any person in the applicable Pledged Collateral that is adverse to the interest of the Administrative Agent therein and (v) waives any right or requirement at any time hereafter to receive a copy of the Pledge Agreement in connection with the registration of any Pledged Collateral thereunder in the name of the Administrative Agent or its nominee or the exercise of voting rights by the Administrative Agent or its nominee. The undersigneds each hereby acknowledge and agree that upon the delivery of any certificates representing the Pledged Shares issued by the undersigned endorsed to the Administrative Agent or in blank, or to the extent the Pledged Shares are not represented by certificates, upon the execution and delivery of this acknowledgement by the parties hereto, the Administrative Agent shall have control over the Pledged Shares.

[ISSUER]

By: _____
Name: _____
Title: _____

Exhibit E
to Pledge Agreement

Equity Interest Power

FOR VALUE RECEIVED, the undersigned, a ("Pledgor"), does hereby sell, assign and transfer to * all of its Equity Interests (as hereinafter defined) represented by Certificate No(s). * in , a ("Issuer") standing in the name of Pledgor on the books of said Issuer. Pledgor does hereby irrevocably constitute and appoint *, as attorney, to transfer the Equity Interests in said Issuer with full power of substitution in the premises. The term "Equity Interest" means any security, share, unit, partnership interest, membership interest, ownership interest, equity interest, option, warrant, participation, "equity security" (as such term is defined in Rule 3(a)11-1 of the General Rules and Regulations of the Securities Exchange Act of 1934, as amended, or any similar statute then in effect, promulgated by the Securities and Exchange Commission and any successor thereto) or analogous interest (regardless of how designated) of or in a corporation, partnership, limited partnership, limited liability company, business trust or other entity, of whatever nature, type, series or class, whether voting or nonvoting, certificated or uncertificated, common or preferred, and all rights and privileges incident thereto.

Dated: _____ *

PLEDGOR:

_____

By: _____
Name: _____
Title: _____

* To Remain Blank

Exhibit F
to Pledge Agreement

Irrevocable Proxy

(Interests of [Issuer])

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby irrevocably (to the fullest extent permitted by law) appoints and constitutes WELLS FARGO BANK, NATIONAL ASSOCIATION in its capacity as Administrative Agent for the Lenders (the "Proxy Holder") under the Credit Agreement dated as of February 28, 2017 to which it, **[the Company]** (as defined below), the other Obligors party thereto and the Lenders are party, as amended, restated, modified or supplemented from time to time (the "Credit Agreement"), the attorney and proxy of the undersigned with full power of substitution and resubstitution, to the full extent of the undersigned's rights with respect to all of the Pledged Collateral (as defined in the Pledge Agreement, defined below) which constitute the shares or other equity interests (the "Interests") of (the "Company"). Upon the execution hereof, all prior proxies given by the undersigned with respect to any of the Interests are hereby revoked, and no subsequent proxies will be given with respect to any of the Interests.

This proxy is irrevocable, is coupled with an interest and is granted pursuant to that certain Pledge Agreement dated as of February 28, 2017 (the "Pledge Agreement") in favor of the Proxy Holder, for the benefit of the Secured Parties, in consideration of the credit extended pursuant to the Credit Agreement. Capitalized terms used herein but not otherwise defined in this irrevocable proxy have the meanings ascribed to such terms in the Pledge Agreement.

The Proxy Holder named above will be empowered and may exercise this irrevocable proxy to vote the Interests at any and all times after the occurrence and during the continuation of an Event of Default, including but not limited to, at any meeting of the shareholders or members of the Company, after such time however called, and at any adjournment thereof, or in any written action by consent of the shareholders or members of the Company. This proxy shall remain in effect with respect to the Interests until Security Termination, and will continue to be effective or automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by the Proxy Holder for any reason including as a preference, fraudulent conveyance or otherwise under any bankruptcy, insolvency or similar law, all as though such payment had not been made (provided, that in the event payment of all or any part of the Secured Obligations is rescinded or must be restored or returned, all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Proxy Holder in defending and enforcing such reinstatement shall be deemed to be included as a part of the Secured Obligations), notwithstanding any time limitations set forth in the operating agreement and other organizational documents of the Company or the limited liability company act of the State of .

Any obligation of the undersigned hereunder shall be binding upon the heirs, successors and assigns of the undersigned (including any transferee of any of the Interests).

IN WITNESS WHEREOF, the undersigned has executed this irrevocable proxy as of this day of , .

By _____
Print Name _____
Title _____

Exhibit G
to Pledge Agreement

Registration Page

[Issuer]

[Membership Interest][Stock] Ledger as of _____, ____ *

NAME	CERTIFICATE NO.	NUMBER OF INTERESTS

Acknowledged By:

[**Issuer**]

By _____
Print Name _____
Title _____

* To Remain Blank - Not Completed at Closing

EXHIBIT D
[FORM OF] ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Assignment Effective Date set forth below and is entered into by and between [**Insert name of Assignor**] (the "Assignor") and [**Insert name of Assignee**] (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as the same may be amended, supplemented or restated from time to time, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions for Assignment and Assumption set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

The Assignor named on the reverse hereof hereby sells and assigns, without recourse, to the Assignee named on the reverse hereof, and the Assignee hereby purchases and assumes, without recourse, from the Assignor, effective as of the Assignment Effective Date set forth on the reverse hereof, the interests set forth on the reverse hereof (the "Assigned Interest") in the Assignor's rights and obligations under the Credit Agreement, including, without limitation, (i) with respect to an assignment of a Revolving Loan, the interests set forth on the reverse hereof in the Commitment of the Assignor on the Assignment Effective Date and Revolving Loans owing to the Assignor which are outstanding on the Assignment Effective Date, together with the participations in Letters of Credit and LC Disbursements held by the Assignor on the Assignment Effective Date, but excluding accrued interest and fees to and excluding the Assignment Effective Date and (ii) with respect to an assignment of a Term Loan, the interests set forth on the reverse hereof in the Revolving Loans owing to the Assignor which are outstanding on the Assignment Effective Date, but excluding accrued interest and fees to and excluding the Assignment Effective Date. From and after the Assignment Effective Date (i) the Assignee shall be a party to and be bound by the provisions of the Credit Agreement and, to the extent of the Assigned Interest, have the rights and obligations of a Lender thereunder and (ii) the Assignor shall, to the extent of the Assigned Interest, relinquish its rights and be released from its obligations under the Credit Agreement.

This Assignment and Assumption is being delivered to the Administrative Agent together with (i) any documentation required to be delivered by the Assignee pursuant to Section 5.03(e) of the Credit Agreement, duly completed and executed by the Assignee, and (ii) if the Assignee is not already a Lender under the Credit Agreement, an Administrative Questionnaire in the form supplied by the Administrative Agent, duly completed by the Assignee. The [Assignee/Assignor] shall pay the fee payable to the Administrative Agent pursuant to Section 12.04(b) of the Credit Agreement.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of Texas.

Credit Agreement:	Credit Agreement dated as of February 28, 2017 among Linn Energy Holdco II LLC as Borrower, Linn Energy, Inc., a Delaware corporation, Linn Energy Holdco LLC, a Delaware limited liability company, each Subsidiary Guarantor from time to time party thereto, Wells Fargo Bank, National Association as Administrative Agent, and the Lenders from time to time party thereto, as the same may from time to time be amended, modified, supplemented or restated

Legal Name of Assignor:

Legal Name of Assignee:

Assignee's Address for Notices:

Assignment Effective Date: [ ], 201[]

Facility	Amount Assigned	Percentage Assigned of Revolving Loan Commitments, Revolving Loans or Term Loans, as applicable (set forth, to at least 8 decimals, as a percentage of the total Revolving Loan Commitments, Revolving Loans or Term Loans, as applicable, of all Lenders)
Revolving Commitment Assigned:	$	%
Revolving Loans Assigned:	$	%
Term Loans Assigned:	$	%

The terms set forth above and on the reverse side hereof are hereby agreed to:

[Name of Assignor], as Assignor

By: _____
Name:
Title:

[Name of Assignee], as Assignee

By: _____
Name:
Title:

Exhibit D

The undersigned hereby consent to the within assignment:

[Linn Energy Holdco II LLC, as Borrower][1]	Wells Fargo Bank, National Association, as Administrative Agent
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

1 To be included only if required under Section 12.04.

ANNEX 1

STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

LINN ENERGY HOLDCO II LLC CREDIT AGREEMENT

1. Representations and Warranties.

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

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Assignment Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 8.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Assignment Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Assignment Effective Date and to the Assignee for amounts which have accrued from and after the Assignment Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the laws of the State of Texas.

Exhibit D

EXHIBIT E
[FORM OF] BORROWING REQUEST

[ ], 201[ ]

Linn Energy Holdco II LLC, a Delaware limited liability company (the "Borrower"), pursuant to [Section 2.03] [Section 2.09(c)] of the Credit Agreement dated as of February 28, 2017 (as the same may be amended, supplemented or restated from time to time, the "Credit Agreement") among the Borrower, Linn Energy, Inc., a Delaware corporation, Linn Energy Holdco LLC, a Delaware limited liability company, each Subsidiary Guarantor from time to time party thereto, Wells Fargo Bank, National Association as Administrative Agent, and the Lenders from time to time party thereto (unless otherwise defined herein, each capitalized term used herein is defined in the Credit Agreement), hereby requests a Borrowing as follows:

(i) The aggregate amount of the requested Borrowing is $[ ];

(ii) The date of such Borrowing is [ ], 201[ ];

(iii) The requested Borrowing is to be a [Revolving Loan] [Term Loan];

(iv) The requested Borrowing is to be [an ABR Borrowing] [a Eurodollar Borrowing];

(v) In the case of a Eurodollar Borrowing, the initial Interest Period applicable thereto is [ ];

[(vi) The amount of the Borrowing Base in effect on the date hereof is $[ ];]

[(vii) Total Revolving Credit Exposures on the date hereof (i.e., outstanding principal amount of Loans and total LC Exposure) (without regard to the requested Borrowing) is $[ ];]

[(viii) The *pro forma* total Revolving Credit Exposures (giving effect to the requested Borrowing) is $[ ];]

(ix) The location and number of the Borrower's Controlled Proceeds Account to which funds are to be disbursed is as follows:

[_____]
[_____]

(x) The *pro forma* Consolidated Cash Balance of the Obligors shall not exceed $70,000,000.00 after giving effect to the requested Borrowing; and

(xi) The conditions set forth in Section 6.02 of the Credit Agreement have been satisfied.

The undersigned certifies that he/she is the [ ] of the Borrower, and that as such he/she is authorized to execute this certificate on behalf of the Borrower. The undersigned further certifies, represents and warrants on behalf of the Borrower that the Borrower is entitled to receive the requested Borrowing under the terms and conditions of the Credit Agreement.

LINN ENERGY HOLDCO II LLC

By: _____
Name: _____
Title: _____

Exhibit E

EXHIBIT F
[FORM OF] INTEREST ELECTION REQUEST

[ ], 201[ ]

Linn Energy Holdco II LLC, a Delaware limited liability company (the "Borrower"), pursuant to Section 2.04 of the Credit Agreement dated as of February 28, 2017 (as the same may be amended, supplemented or restated from time to time, the "Credit Agreement") among the Borrower, Linn Energy, Inc., a Delaware corporation, Linn Energy Holdco LLC, a Delaware limited liability company, each Subsidiary Guarantor from time to time party thereto, Wells Fargo Bank, National Association as Administrative Agent, and the Lenders from time to time party thereto (unless otherwise defined herein, each capitalized term used herein is defined in the Credit Agreement), hereby makes an Interest Election Request as follows:

(i) The Borrowing to which this Interest Election Request applies, and if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information specified pursuant to (iii) [and (iv)] below shall be specified for each resulting Borrowing) is [ ];[2]

(ii) The effective date of the election made pursuant to this Interest Election Request is [ ], 201[ ];[and]

(iii) The resulting Borrowing is to be [an ABR Borrowing] [a Eurodollar Borrowing][; and]

[(iv) [If the resulting Borrowing is a Eurodollar Borrowing], the Interest Period applicable to the resulting Borrowing after giving effect to such election is [ ]].

The undersigned certifies that he/she is the [ ] of the Borrower, and that as such he/she is authorized to execute this certificate on behalf of the Borrower. The undersigned further certifies, represents and warrants on behalf of the Borrower that the Borrower is entitled to receive the requested continuation or conversion under the terms and conditions of the Credit Agreement.

LINN ENERGY HOLDCO II LLC

By: _____
Name: _____
Title: _____

[2] Applicable borrowing to be identified by [amount and date when made].

EXHIBIT G
[FORM OF] RESERVE REPORT CERTIFICATE

The undersigned hereby certifies that he/she is the [ ] of Linn Energy Holdco II LLC, a Delaware limited liability company (the "Borrower"), and that as such he/she is authorized to execute this certificate on behalf of the Borrower. Pursuant to Section 8.11(c) of Credit Agreement dated as of February 28, 2017 (together with all amendments, restatements, supplements or other modifications thereto, the "Credit Agreement") among the Borrower, Linn Energy, Inc., a Delaware corporation, Linn Energy Holdco LLC, a Delaware limited liability company, each Subsidiary Guarantor from time to time party thereto, Wells Fargo Bank, National Association as administrative agent (the "Administrative Agent"), and the Lenders from time to time party thereto, the undersigned represents and warrants as follows (each capitalized term used herein having the same meaning given to it in the Credit Agreement unless otherwise specified):

(a) There are no statements or conclusions in the Reserve Report delivered herewith or in any information delivered in connection with such Reserve Report which are based upon or include materially misleading information of a material fact or fail to take into account material information regarding the material matters reported therein (it being understood that projections concerning volumes attributable to the Oil and Gas Properties of the Borrower and its Subsidiaries and production and cost estimates contained in such Reserve Report and in other information delivered in connection therewith are necessarily based upon professional opinions, estimates and projections and that no warranty is made with respect to such opinions, estimates and projections).

(b) The Borrower or its Subsidiaries have good and defensible title to their Oil and Gas Properties evaluated in the Reserve Report delivered herewith and such Properties are free of all Liens except for Liens permitted by Section 9.03 of the Credit Agreement, in all material respects.

[(c) The Oil and Gas Properties to be mortgaged on the date hereof in connection with the Credit Agreement comply with the requirements of Section 8.13(a).]

[(c) Except as set forth on Schedule [ ] attached hereto, on a net basis there are no gas imbalances, take or pay or other prepayments in excess of the volume specified in Section 7.18 with respect to the Oil and Gas Properties of the Obligors or their respective Subsidiaries evaluated in such Reserve Report that would require the Obligors or their respective Subsidiaries to deliver Hydrocarbons either generally or produced from such Oil and Gas Properties at some future time without then or thereafter receiving full payment therefor.

(d) Except as set forth on Schedule [ ] attached hereto, no Oil and Gas Properties of the Borrower and its Restricted Subsidiaries evaluated in the immediately preceding Reserve Report have been sold since the date of the last Borrowing Base determination.

(e) Set forth on Schedule [ ] attached hereto is a list of all marketing agreements that have not been previously disclosed to the Administrative Agent and that are effective on the date hereof that the Borrower could reasonably be expected to have been obligated to list on

Schedule 7.19 had such agreement been in effect on the Effective Date. Such Schedule [ ] also lists all marketing agreements which have previously been disclosed to the Administrative Agent and which became ineffective or which were terminated since the immediately preceding Reserve Report.

(f) Attached hereto as Schedule [ ] is a list of the Oil and Gas Properties of the Borrower and its Subsidiaries evaluated in the Reserve Report delivered herewith that are Mortgaged Properties which demonstrates compliance with Section 8.13(a).

EXECUTED AND DELIVERED this [ ] day of , 201[ ].

LINN ENERGY HOLDCO II LLC

By: _____
Name: _____
Title: _____

EXHIBIT H
[FORM OF] SOLVENCY CERTIFICATE

Reference is hereby made to the Credit Agreement dated as of February 28, 2017 (as amended, restated, amended and restated, renewed, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Linn Energy Holdco II LLC, a Delaware limited liability company (the "Borrower"), each of Linn Energy, Inc., a Delaware corporation ("Linn Energy"), Linn Energy Holdco LLC, a Delaware limited liability company ("Energy Holdco"), Linn Energy Holdings, LLC ("Energy Holdings"), a Delaware limited liability company, Linn Operating, LLC, a Delaware limited liability company ("Operating"), Linn Midwest Energy LLC, a Delaware limited liability company ("Midwest"), Linn Midstream, LLC, a Delaware limited liability company ("Midstream"), Linn Marketing, LLC, a Delaware limited liability company ("Marketing" and together with Linn Energy, Energy Holdco, Energy Holdings, Operating, Midwest and Midstream, collectively, the "Guarantors" and each individually, a "Guarantor", and the Guarantors together with the Borrower, collectively, the "Obligors" and each individually, an "Obligor"), Wells Fargo Bank, National Association as administrative agent (the "Administrative Agent"), and the Lenders from time to time party thereto. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement. The undersigned hereby certifies as of February 28, 2017, in the undersigned's capacity as an officer, and not in the undersigned's personal capacity, of the Borrower, that:

(a) the undersigned is familiar with the properties, business and assets of the Borrower and each Guarantor and has carefully reviewed the contents of this Certificate and, in connection herewith, has made such investigations and inquiries as the undersigned deemed necessary and prudent under the circumstances;

(b) the undersigned believes that the financial information and assumptions which underlie and form the basis for the certifications made in this Certificate were reasonable when made and continue to be reasonable as of the date hereof; and

(c) immediately prior to and after giving effect to the consummation of the Transactions to occur on the date hereof, (i) the Borrower and (ii) the Borrower and each Guarantor, taken as a whole, in each case (A) owns assets the fair valuation of which exceeds the aggregate Debt of such Person (or Persons); (B) has not incurred, and does not intend to incur, and does not believe that they will incur or have incurred Debt beyond their ability to pay such Debt (after taking into account the timing and amounts of cash to be received by such Person (or Persons) and the timing and amounts to be payable on or in respect of such Person's (or Persons') liabilities) as such Debt becomes absolute an matures; and (C) does not have (and does not have reason to believe such Person (or Persons) will have at any time) unreasonably small capital for the conduct of its (or their) business.

(Signature page follows.)

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Borrower as of the date first written above.

LINN ENERGY HOLDCO II LLC

By: _____
Name: _____
Title: _____

Exhibit H

EXHIBIT I-1

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Non-U.S. Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of February 28, 2017 (as amended, restated, amended and restated, renewed, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Linn Energy Holdco II LLC, a Delaware limited liability company (the "Borrower"), Linn Energy, Inc., a Delaware corporation, Linn Energy Holdco LLC, a Delaware limited liability company, each Subsidiary Guarantor from time to time party thereto, Wells Fargo Bank, National Association as administrative agent (the "Administrative Agent"), and the Lenders from time to time party thereto. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

Pursuant to the provisions of Section 5.03(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Commitment, the Loan(s) (as well as any Note(s) evidencing such Loan(s)), and the Letters of Credit in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a "10-percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (iv) it is not a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code and (v) the interest payments in question are not effectively connected with the undersigned's conduct of a U.S. trade or business.

The undersigned has furnished, or concurrently herewith furnishes, the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate or in such Form W-8BEN or Form W-8BEN-E changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment under the Credit Agreement or any other Loan Document is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF LENDER]

By: _____

Name: _____

Title: _____

Date: , 201

EXHIBIT I-2
FORM OF U.S. TAX COMPLIANCE CERTIFICATE
(For Non-U.S. Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of February 28, 2017 (as amended, restated, amended and restated, renewed, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Linn Energy Holdco II LLC, a Delaware limited liability company (the "Borrower"), Linn Energy, Inc., a Delaware corporation, Linn Energy Holdco LLC, a Delaware limited liability company, each Subsidiary Guarantor from time to time party thereto, Wells Fargo Bank, National Association as administrative agent (the "Administrative Agent"), and the Lenders from time to time party thereto. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

Pursuant to the provisions of Section 5.03(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Commitment, the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), and the Letters of Credit (iii) with respect to the extension of credit pursuant to the Credit Agreement, neither the undersigned nor any of its direct or indirect partners/members is a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "10-percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (v) none of its direct or indirect partners/members is a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (vi) the interest payments in question are not effectively connected with the undersigned's or its direct or indirect partner/members' conduct of a U.S. trade or business.

The undersigned has furnished, or concurrently herewith furnishes, the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its direct or indirect partners/members that is claiming the portfolio interest exception: (i) an IRS Form W-8BEN or Form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or Form W-8BEN-E from each of such direct or indirect partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate or in such Form W-8IMY, Form W-8BEN or Form W-8BEN-E changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment under the Credit Agreement or any other Loan Document is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF LENDER]

By: _____
Name: _____
Title: _____
Date: , 201

EXHIBIT I-3

FORM OF U.S. TAX COMPLIANCE CERTIFICATE
(For Non-U.S. Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of February 28, 2017 (as amended, restated, amended and restated, renewed, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Linn Energy Holdco II LLC, a Delaware limited liability company (the "Borrower"), Linn Energy, Inc., a Delaware corporation, Linn Energy Holdco LLC, a Delaware limited liability company, each Subsidiary Guarantor from time to time party thereto, Wells Fargo Bank, National Association as administrative agent (the "Administrative Agent"), and the Lenders from time to time party thereto. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

Pursuant to the provisions of Section 5.03(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a "10-percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (iv) it is not a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (v) the interest payments in question are not effectively connected with the undersigned's conduct of a U.S. trade or business.

The undersigned has furnished, or concurrently herewith furnishes, the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate or in such Form W-8BEN or Form W-8BEN-E changes, the undersigned shall promptly so inform such Lender in writing and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment under the Credit Agreement or any other Loan Documents is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF PARTICIPANT]

By: _____
Name: _____
Title: _____
Date: , 201

EXHIBIT I-4
FORM OF U.S. TAX COMPLIANCE CERTIFICATE
(For Non-U.S. Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of February 28, 2017 (as amended, restated, amended and restated, renewed, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Linn Energy Holdco II LLC, a Delaware limited liability company (the "Borrower"), Linn Energy, Inc., a Delaware corporation, Linn Energy Holdco LLC, a Delaware limited liability company, each Subsidiary Guarantor from time to time party thereto, Wells Fargo Bank, National Association as administrative agent (the "Administrative Agent"), and the Lenders from time to time party thereto. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

Pursuant to the provisions of Section 5.03(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect to such participation, neither the undersigned nor any of its direct or indirect partners/members is a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "10-percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (v) none of its direct or indirect partners/members that is a beneficial owner of such participation is a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (vi) the interest payments in question are not effectively connected with the undersigned's or its director or indirect partners/members' conduct of a U.S. trade or business.

The undersigned has furnished, or concurrently herewith furnishes, the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its direct or indirect partners/members that is claiming the portfolio interest exception: (i) an IRS Form W-8BEN or Form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or Form W-8BEN-E from each of such direct or indirect partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate or in such Form W-8IMY, such Form W-8BEN or Form W-8BEN-E changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment under the Credit Agreement or any other Loan Documents is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF PARTICIPANT]

By: _____
Name: _____
Title: _____
Date: , 201

Schedule 6.04

Post-Closing Obligations

1. No later than thirty (30) days after the Effective Date, the Obligors shall deliver to the Administrative Agent duly executed counterparts (in such number as may be requested by the Administrative Agent) of the Security Instruments deemed necessary or advisable by the Administrative Agent. In connection with the execution and delivery of the Security Instruments, the Administrative Agent shall:

(a) be reasonably satisfied that the Security Instruments create first priority, perfected Liens (subject only to Excepted Liens) on at least 95% of the total value of the Proved Reserves of the Oil and Gas Properties of the Obligors and their respective Subsidiaries evaluated in the Initial Reserve Report, and all of the Equipment and Facilities associated therewith;

(b) have received evidence and be satisfied that the flood insurance required for each Property set forth in Annex IV is in effect; and

(c) have received an opinion of local counsel reasonably acceptably to the Administrative Agent and its counsel with respect to mortgages and other recorded instruments to perfect interests in real property.

2. No later than five (5) Business Days after the Effective Date, the Obligors shall deliver to the Administrative Agent duly executed counterparts (in such number as may be requested by the Administrative Agent) of Account Control Agreements with respect to each deposit and securities account maintained by any Obligor (other than Excluded Accounts). In connection with the execution and delivery of such Account Control Agreements, the Administrative Agent shall be reasonably satisfied that there has been created in favor of the Administrative Agent a first priority, perfected security interest in and Lien on (subject only to Excepted Liens) each such deposit or securities account.

3. With respect to each invoice delivered by or on behalf of any Prepetition Lender or professional or advisor to the Borrower on or prior to the Effective Date for fees and expenses payable pursuant to the Prepetition Credit Agreement, the Borrower shall pay such fees and expenses to the applicable Prepetition Lender or professional or advisor on or prior to the date that is the later of: (a) ten (10) Business Days after the Effective Date and (b) three (3) Business Days after the Borrower receives a copy of the W-9 of the applicable Prepetition Lender or professional or advisor, as required.

Schedule 7.05

Litigation

None.

Schedule 7.14

Subsidiaries

Linn Energy Holdco LLC (Parent)

Linn Energy Holdco II LLC (Borrower)

Linn Operating, LLC

Linn Energy Holdings, LLC

Linn Marketing, LLC

Linn Midstream, LLC

Linn Midwest Energy LLC

Schedule 7.15

Location of Businesses and Offices

Legal Name	Jurisdiction	Organizational ID Number	Tax ID Number	Place of Business / Chief Executive Office
Linn Energy, Inc.	Delaware	6316247	81-5366183	600 Travis Houston, TX 77002
Linn Energy Holdco LLC	Delaware	6287469	81-5365878	600 Travis Houston, TX 77002
Linn Energy Holdco II LLC	Delaware	6318215	81-5426475	600 Travis Houston, TX 77002
Linn Operating, LLC	Delaware	3696663	71-0983530	600 Travis Houston, TX 77002
Linn Energy Holdings, LLC	Delaware	3629608	75-3256517	600 Travis Houston, TX 77002
Linn Marketing, LLC	Delaware	6318212	81-5440528	600 Travis Houston, TX 77002
Linn Midstream, LLC	Delaware	2261444	06-1319707	600 Travis Houston, TX 77002
Linn Midwest Energy LLC	Delaware	4391254	27-2621712	600 Travis Houston, TX 77002

Schedule 7.16

Owned Real Estate in Flood Zones

None.

Schedule 7.18

Gas Imbalances

None.

Schedule 7.19

Marketing Contracts

Agreement for the Sale and Purchase of Helium Gas Mixture between Praxair, Inc. and Linn Energy Holdings, LLC, dated January 27, 2017

Agreement for the Sale and Purchase of Helium Gas Mixture between Praxair, Inc. and Linn Operating, LLC (formerly known as Linn Operating, Inc.), as Agent for Linn Energy Holdings, LLC, dated December 1, 2016

Agreement for the Sale and Purchase of Helium Gas Mixture between Praxair, Inc. and Linn Operating, LLC (formerly known as Linn Operating, Inc.), dated July 1, 2016

Crude Helium Purchase and Sale Agreement between Linde Gas North America LLC and Linn Operating, LLC (formerly known as Linn Operating, Inc.), dated January 1, 2015

Schedule 7.20

Swap Agreements

[See attached]

Linn Energy
Fixed Swaps—Natural Gas
As of February 28, 2017

trade id	trade date	payment date	last fixing date	underlying	trade type	position	units	price	counterparty
61614223	6-Sep-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.005	Morgan Stanley
61614235	7-Sep-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-900,000	MMBtu	3.03	BP
61614441	8-Sep-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.02	Macquarie
61614488	8-Sep-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.03	Morgan Stanley
61614508	8-Sep-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.0675	BP
61614734	12-Sep-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-900,000	MMBtu	3.08	BP
61614799	13-Sep-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.11	BP
61614819	13-Sep-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.105	Morgan Stanley
61614843	16-Sep-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.1	Morgan Stanley
61614858	16-Sep-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.11	BP
61614870	19-Sep-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.125	BP
61614882	19-Sep-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.12	Morgan Stanley
61614911	20-Sep-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.157	Macquarie
62257240	11-Oct-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.3	BP
62257254	12-Oct-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.3	JPMorgan
62257266	13-Oct-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.36	JPMorgan
62257280	14-Oct-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.3875	BP
62915542	28-Nov-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.29	Nextera
62915565	29-Nov-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.3	JPMorgan
63416674	5-Dec-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.44	JPMorgan
63417411	8-Dec-16	5-Apr-17	29-Mar-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.08	Nextera
61614224	6-Sep-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.005	Morgan Stanley
61614236	7-Sep-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-930,000	MMBtu	3.03	BP
61614442	8-Sep-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.02	Macquarie
61614489	8-Sep-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Morgan Stanley
61614509	8-Sep-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.0675	BP
61614739	12-Sep-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-930,000	MMBtu	3.08	BP
61614800	13-Sep-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.11	BP
61614820	13-Sep-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.105	Morgan Stanley
61614844	16-Sep-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.1	Morgan Stanley
61614859	16-Sep-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.11	BP
61614871	19-Sep-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.125	BP
61614885	19-Sep-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.12	Morgcan Stanley

61614912	20-Sep-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.157	Macquarie
62257241	11-Oct-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.3	BP
62257255	12-Oct-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.3	JPMorgan
62257267	13-Oct-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.36	JPMorgan
62257281	14-Oct-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.3875	BP
62915544	28-Nov-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.29	Nextera
62915567	29-Nov-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.3	JPMorgan
63416675	5-Dec-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.44	JPMorgan
63417412	8-Dec-16	3-May-17	26-Apr-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.08	Nextera
61614225	6-Sep-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.005	Morgan Stanley
61614237	7-Sep-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-900,000	MMBtu	3.03	BP
61614443	8-Sep-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.02	Macquarie
61614490	8-Sep-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.03	Morgan Stanley
61614510	8-Sep-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.0675	BP
61614744	12-Sep-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-900,000	MMBtu	3.08	BP
61614801	13-Sep-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.11	BP
61614821	13-Sep-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.105	Morgan Stanley
61614845	16-Sep-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.1	Morgan Stanley
61614860	16-Sep-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.11	BP
61614872	19-Sep-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.125	BP
61614890	19-Sep-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.12	Morgan Stanley
61614913	20-Sep-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.157	Macquarie
62257242	11-Oct-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.3	BP
62257256	12-Oct-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.3	JPMorgan
62257268	13-Oct-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.36	JPMorgan
62257282	14-Oct-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.3875	BP
62915545	28-Nov-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.29	Nextera
62915569	29-Nov-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.3	JPMorgan
63416676	5-Dec-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.44	JPMorgan
63417413	8-Dec-16	5-Jun-17	26-May-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.08	Nextera
61614226	6-Sep-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.005	Morgan Stanley
61614238	7-Sep-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-930,000	MMBtu	3.03	BP
61614444	8-Sep-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.02	Macquarie
61614491	8-Sep-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Morgan Stanley
61614511	8-Sep-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.0675	BP
61614749	12-Sep-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-930,000	MMBtu	3.08	BP
61614809	13-Sep-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.11	BP
61614822	13-Sep-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.105	Morgan Stanley

61614846	16-Sep-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.1	Morgan Stanley
61614861	16-Sep-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.11	BP
61614873	19-Sep-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.125	BP
61614897	19-Sep-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.12	Morgan Stanley
61614914	20-Sep-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.157	Macquarie
62257245	11-Oct-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.3	BP
62257257	12-Oct-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.3	JPMorgan
62257269	13-Oct-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.36	JPMorgan
62257283	14-Oct-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.3875	BP
62915547	28-Nov-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.29	Nextera
62915570	29-Nov-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.3	JPMorgan
63416677	5-Dec-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.44	JPMorgan
63417414	8-Dec-16	6-Jul-17	28-Jun-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.08	Nextera
61614227	6-Sep-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.005	Morgan Stanley
61614239	7-Sep-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-930,000	MMBtu	3.03	BP
61614445	8-Sep-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.02	Macquarie
61614493	8-Sep-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Morgan Stanley
61614512	8-Sep-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.0675	BP
61614756	12-Sep-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-930,000	MMBtu	3.08	BP
61614810	13-Sep-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.11	BP
61614823	13-Sep-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.105	Morgan Stanley
61614847	16-Sep-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.1	Morgan Stanley
61614862	16-Sep-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.11	BP
61614874	19-Sep-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.125	BP
61614898	19-Sep-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.12	Morgan Stanley
61614915	20-Sep-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.157	Macquarie
62257246	11-Oct-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.3	BP
62257258	12-Oct-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.3	JPMorgan
62257270	13-Oct-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.36	JPMorgan
62257284	14-Oct-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.3875	BP
62915548	28-Nov-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.29	Nextera
62915571	29-Nov-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.3	JPMorgan
63416678	5-Dec-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.44	JPMorgan
63417415	8-Dec-16	3-Aug-17	27-Jul-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.08	Nextera
61614228	6-Sep-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.005	Morgan Stanley
61614240	7-Sep-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-900,000	MMBtu	3.03	BP
61614446	8-Sep-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.02	Macquarie
61614494	8-Sep-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.03	Morgan Stanley

61614513	8-Sep-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.0675	BP
61614759	12-Sep-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-900,000	MMBtu	3.08	BP
61614811	13-Sep-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.11	BP
61614824	13-Sep-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.105	Morgan Stanley
61614848	16-Sep-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.1	Morgan Stanley
61614863	16-Sep-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.11	BP
61614875	19-Sep-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.125	BP
61614899	19-Sep-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.12	Morgan Stanley
61614916	20-Sep-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.157	Macquarie
62257247	11-Oct-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.3	BP
62257259	12-Oct-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.3	JPMorgan
62257271	13-Oct-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.36	JPMorgan
62257285	14-Oct-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.3875	BP
62915549	28-Nov-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.29	Nextera
62915572	29-Nov-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.3	JPMorgan
63416679	5-Dec-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.44	JPMorgan
63417416	8-Dec-16	6-Sep-17	29-Aug-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.08	Nextera
61614229	6-Sep-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.005	Morgan Stanley
61614241	7-Sep-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-930,000	MMBtu	3.03	BP
61614447	8-Sep-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.02	Macquarie
61614495	8-Sep-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Morgan Stanley
61614514	8-Sep-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.0675	BP
61614766	12-Sep-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-930,000	MMBtu	3.08	BP
61614812	13-Sep-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.11	BP
61614825	13-Sep-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.105	Morgan Stanley
61614849	16-Sep-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.1	Morgan Stanley
61614864	16-Sep-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.11	BP
61614876	19-Sep-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.125	BP
61614900	19-Sep-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.12	Morgan Stanley
61614917	20-Sep-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.157	Macquarie
62257248	11-Oct-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.3	BP
62257260	12-Oct-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.3	JPMorgan
62257272	13-Oct-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.36	JPMorgan
62257286	14-Oct-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.3875	BP
62915550	28-Nov-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.29	Nextera
62915573	29-Nov-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.3	JPMorgan
63416681	5-Dec-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.44	JPMorgan
63417417	8-Dec-16	4-Oct-17	27-Sep-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.08	Nextera

61614230	6-Sep-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.005	Morgan Stanley
61614242	7-Sep-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-900,000	MMBtu	3.03	BP
61614448	8-Sep-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.02	Macquarie
61614496	8-Sep-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.03	Morgan Stanley
61614515	8-Sep-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.0675	BP
61614771	12-Sep-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-900,000	MMBtu	3.08	BP
61614813	13-Sep-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.11	BP
61614826	13-Sep-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.105	Morgan Stanley
61614853	16-Sep-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.1	Morgan Stanley
61614865	16-Sep-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.11	BP
61614877	19-Sep-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.125	BP
61614901	19-Sep-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.12	Morgan Stanley
61614918	20-Sep-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.157	Macquarie
62257249	11-Oct-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.3	BP
62257261	12-Oct-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.3	JPMorgan
62257273	13-Oct-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.36	JPMorgan
62257287	14-Oct-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.3875	BP
62915551	28-Nov-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.29	Nextera
62915576	29-Nov-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.3	JPMorgan
63416683	5-Dec-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.44	JPMorgan
63417418	8-Dec-16	3-Nov-17	27-Oct-17	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.08	Nextera
61614231	6-Sep-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.005	Morgan Stanley
61614243	7-Sep-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-930,000	MMBtu	3.03	BP
61614449	8-Sep-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.02	Macquarie
61614497	8-Sep-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Morgan Stanley
61614516	8-Sep-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.0675	BP
61614776	12-Sep-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-930,000	MMBtu	3.08	BP
61614814	13-Sep-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.11	BP
61614827	13-Sep-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.105	Morgan Stanley
61614854	16-Sep-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.1	Morgan Stanley
61614866	16-Sep-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.11	BP
61614878	19-Sep-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.125	BP
61614903	19-Sep-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.12	Morgan Stanley
61614919	20-Sep-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.157	Macquarie
62257250	11-Oct-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.3	BP
62257262	12-Oct-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.3	JPMorgan
62257274	13-Oct-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.36	JPMorgan
62257288	14-Oct-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.3875	BP

62915552	28-Nov-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.29	Nextera
62915579	29-Nov-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.3	JPMorgan
63416684	5-Dec-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.44	JPMorgan
63417419	8-Dec-16	5-Dec-17	28-Nov-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.08	Nextera
62257293	28-Oct-16	4-Jan-18	27-Dec-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3	Cargill
62257305	31-Oct-16	4-Jan-18	27-Dec-17	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.0125	Cargill
62915586	28-Nov-16	4-Jan-18	27-Dec-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Nextera
62915603	28-Nov-16	4-Jan-18	27-Dec-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Nextera
62915621	29-Nov-16	4-Jan-18	27-Dec-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.01	Cargill
62915641	29-Nov-16	4-Jan-18	27-Dec-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.02	Nextera
63416687	5-Dec-16	4-Jan-18	27-Dec-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Cargill
63416729	5-Dec-16	4-Jan-18	27-Dec-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.04	Nextera
63417420	8-Dec-16	4-Jan-18	27-Dec-17	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.08	Nextera
62257294	28-Oct-16	5-Feb-18	29-Jan-18	NYMEX Henry Hub	Fixed Swap	-560,000	MMBtu	3	Cargill
62257306	31-Oct-16	5-Feb-18	29-Jan-18	NYMEX Henry Hub	Fixed Swap	-560,000	MMBtu	3.0125	Cargill
62915587	28-Nov-16	5-Feb-18	29-Jan-18	NYMEX Henry Hub	Fixed Swap	-280,000	MMBtu	3.03	Nextera
62915608	28-Nov-16	5-Feb-18	29-Jan-18	NYMEX Henry Hub	Fixed Swap	-280,000	MMBtu	3.03	Nextera
62915628	29-Nov-16	5-Feb-18	29-Jan-18	NYMEX Henry Hub	Fixed Swap	-280,000	MMBtu	3.01	Cargill
62915644	29-Nov-16	5-Feb-18	29-Jan-18	NYMEX Henry Hub	Fixed Swap	-280,000	MMBtu	3.02	Nextera
63416688	5-Dec-16	5-Feb-18	29-Jan-18	NYMEX Henry Hub	Fixed Swap	-280,000	MMBtu	3.03	Cargill
63416730	5-Dec-16	5-Feb-18	29-Jan-18	NYMEX Henry Hub	Fixed Swap	-280,000	MMBtu	3.04	Nextera
63417421	8-Dec-16	5-Feb-18	29-Jan-18	NYMEX Henry Hub	Fixed Swap	-280,000	MMBtu	3.08	Nextera
62257295	28-Oct-16	5-Mar-18	26-Feb-18	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3	Cargill
62257307	31-Oct-16	5-Mar-18	26-Feb-18	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.0125	Cargill
62915588	28-Nov-16	5-Mar-18	26-Feb-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Nextera
62915609	28-Nov-16	5-Mar-18	26-Feb-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Nextera
62915629	29-Nov-16	5-Mar-18	26-Feb-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.01	Cargill
62915645	29-Nov-16	5-Mar-18	26-Feb-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.02	Nextera
63416689	5-Dec-16	5-Mar-18	26-Feb-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Cargill
63416731	5-Dec-16	5-Mar-18	26-Feb-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.04	Nextera
63417422	8-Dec-16	5-Mar-18	26-Feb-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.08	Nextera
62257296	28-Oct-16	3-Apr-18	27-Mar-18	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3	Cargill
62257308	31-Oct-16	3-Apr-18	27-Mar-18	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.0125	Cargill
62915589	28-Nov-16	3-Apr-18	27-Mar-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.03	Nextera
62915610	28-Nov-16	3-Apr-18	27-Mar-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.03	Nextera
62915630	29-Nov-16	3-Apr-18	27-Mar-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.01	Cargill
62915646	29-Nov-16	3-Apr-18	27-Mar-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.02	Nextera
63416690	5-Dec-16	3-Apr-18	27-Mar-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.03	Cargill

63416732	5-Dec-16	3-Apr-18	27-Mar-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.04	Nextera
63417423	8-Dec-16	3-Apr-18	27-Mar-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.08	Nextera
62257297	28-Oct-16	3-May-18	26-Apr-18	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3	Cargill
62257309	31-Oct-16	3-May-18	26-Apr-18	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.0125	Cargill
62915590	28-Nov-16	3-May-18	26-Apr-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Nextera
62915611	28-Nov-16	3-May-18	26-Apr-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Nextera
62915631	29-Nov-16	3-May-18	26-Apr-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.01	Cargill
62915647	29-Nov-16	3-May-18	26-Apr-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.02	Nextera
63416691	5-Dec-16	3-May-18	26-Apr-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Cargill
63416733	5-Dec-16	3-May-18	26-Apr-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.04	Nextera
63417424	8-Dec-16	3-May-18	26-Apr-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.08	Nextera
62257298	28-Oct-16	5-Jun-18	29-May-18	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3	Cargill
62257310	31-Oct-16	5-Jun-18	29-May-18	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.0125	Cargill
62915591	28-Nov-16	5-Jun-18	29-May-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.03	Nextera
62915612	28-Nov-16	5-Jun-18	29-May-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.03	Nextera
62915632	29-Nov-16	5-Jun-18	29-May-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.01	Cargill
62915648	29-Nov-16	5-Jun-18	29-May-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.02	Nextera
63416692	5-Dec-16	5-Jun-18	29-May-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.03	Cargill
63416734	5-Dec-16	5-Jun-18	29-May-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.04	Nextera
63417425	8-Dec-16	5-Jun-18	29-May-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.08	Nextera
62257299	28-Oct-16	5-Jul-18	27-Jun-18	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3	Cargill
62257311	31-Oct-16	5-Jul-18	27-Jun-18	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.0125	Cargill
62915593	28-Nov-16	5-Jul-18	27-Jun-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Nextera
62915613	28-Nov-16	5-Jul-18	27-Jun-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Nextera
62915633	29-Nov-16	5-Jul-18	27-Jun-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.01	Cargill
62915649	29-Nov-16	5-Jul-18	27-Jun-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.02	Nextera
63416693	5-Dec-16	5-Jul-18	27-Jun-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Cargill
63416735	5-Dec-16	5-Jul-18	27-Jun-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.04	Nextera
63417426	8-Dec-16	5-Jul-18	27-Jun-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.08	Nextera
62257300	28-Oct-16	3-Aug-18	27-Jul-18	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3	Cargill
62257312	31-Oct-16	3-Aug-18	27-Jul-18	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.0125	Cargill
62915596	28-Nov-16	3-Aug-18	27-Jul-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Nextera
62915614	28-Nov-16	3-Aug-18	27-Jul-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Nextera
62915634	29-Nov-16	3-Aug-18	27-Jul-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.01	Cargill
62915650	29-Nov-16	3-Aug-18	27-Jul-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.02	Nextera
63416694	5-Dec-16	3-Aug-18	27-Jul-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Cargill
63416736	5-Dec-16	3-Aug-18	27-Jul-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.04	Nextera
63417427	8-Dec-16	3-Aug-18	27-Jul-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.08	Nextera

62257301	28-Oct-16	6-Sep-18	29-Aug-18	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3	Cargill
62257313	31-Oct-16	6-Sep-18	29-Aug-18	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.0125	Cargill
62915597	28-Nov-16	6-Sep-18	29-Aug-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.03	Nextera
62915615	28-Nov-16	6-Sep-18	29-Aug-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.03	Nextera
62915635	29-Nov-16	6-Sep-18	29-Aug-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.01	Cargill
62915651	29-Nov-16	6-Sep-18	29-Aug-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.02	Nextera
63416695	5-Dec-16	6-Sep-18	29-Aug-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.03	Cargill
63416737	5-Dec-16	6-Sep-18	29-Aug-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.04	Nextera
63417428	8-Dec-16	6-Sep-18	29-Aug-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.08	Nextera
62257302	28-Oct-16	3-Oct-18	26-Sep-18	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3	Cargill
62257314	31-Oct-16	3-Oct-18	26-Sep-18	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.0125	Cargill
62915599	28-Nov-16	3-Oct-18	26-Sep-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Nextera
62915616	28-Nov-16	3-Oct-18	26-Sep-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Nextera
62915636	29-Nov-16	3-Oct-18	26-Sep-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.01	Cargill
62915652	29-Nov-16	3-Oct-18	26-Sep-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.02	Nextera
63416696	5-Dec-16	3-Oct-18	26-Sep-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Cargill
63416738	5-Dec-16	3-Oct-18	26-Sep-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.04	Nextera
63417429	8-Dec-16	3-Oct-18	26-Sep-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.08	Nextera
62257303	28-Oct-16	5-Nov-18	29-Oct-18	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3	Cargill
62257315	31-Oct-16	5-Nov-18	29-Oct-18	NYMEX Henry Hub	Fixed Swap	-600,000	MMBtu	3.0125	Cargill
62915601	28-Nov-16	5-Nov-18	29-Oct-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.03	Nextera
62915618	28-Nov-16	5-Nov-18	29-Oct-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.03	Nextera
62915637	29-Nov-16	5-Nov-18	29-Oct-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.01	Cargill
62915653	29-Nov-16	5-Nov-18	29-Oct-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.02	Nextera
63416697	5-Dec-16	5-Nov-18	29-Oct-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.03	Cargill
63416739	5-Dec-16	5-Nov-18	29-Oct-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.04	Nextera
63417430	8-Dec-16	5-Nov-18	29-Oct-18	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.08	Nextera
62257304	28-Oct-16	5-Dec-18	28-Nov-18	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3	Cargill
62257316	31-Oct-16	5-Dec-18	28-Nov-18	NYMEX Henry Hub	Fixed Swap	-620,000	MMBtu	3.0125	Cargill
62915602	28-Nov-16	5-Dec-18	28-Nov-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Nextera
62915620	28-Nov-16	5-Dec-18	28-Nov-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Nextera
62915638	29-Nov-16	5-Dec-18	28-Nov-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.01	Cargill
62915654	29-Nov-16	5-Dec-18	28-Nov-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.02	Nextera
63416698	5-Dec-16	5-Dec-18	28-Nov-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.03	Cargill
63416740	5-Dec-16	5-Dec-18	28-Nov-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.04	Nextera
63417431	8-Dec-16	5-Dec-18	28-Nov-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.08	Nextera
63417432	8-Dec-16	4-Jan-19	27-Dec-18	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.08	Nextera
63417433	8-Dec-16	5-Feb-19	29-Jan-19	NYMEX Henry Hub	Fixed Swap	-280,000	MMBtu	3.08	Nextera

63417434	8-Dec-16	5-Mar-19	26-Feb-19	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.08	Nextera
63417435	8-Dec-16	3-Apr-19	27-Mar-19	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.08	Nextera
63417436	8-Dec-16	3-May-19	26-Apr-19	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.08	Nextera
63417437	8-Dec-16	5-Jun-19	29-May-19	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.08	Nextera
63417438	8-Dec-16	3-Jul-19	26-Jun-19	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.08	Nextera
63417439	8-Dec-16	5-Aug-19	29-Jul-19	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.08	Nextera
63417440	8-Dec-16	5-Sep-19	28-Aug-19	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.08	Nextera
63417441	8-Dec-16	3-Oct-19	26-Sep-19	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.08	Nextera
63417442	8-Dec-16	5-Nov-19	29-Oct-19	NYMEX Henry Hub	Fixed Swap	-300,000	MMBtu	3.08	Nextera
63417443	8-Dec-16	4-Dec-19	26-Nov-19	NYMEX Henry Hub	Fixed Swap	-310,000	MMBtu	3.08	Nextera

Linn Energy
Fixed Swaps—Crude Oil
As of February 28, 2017

trade id	trade date	payment date	last fixing date	underlying	trade type	position	units	price	counterparty
61712003	30-Sep-16	7-Apr-17	31-Mar-17	NYMEX WTI	Fixed Swap	-31,000	bbl	51.05	JPMorgan
61712020	30-Sep-16	7-Apr-17	31-Mar-17	NYMEX WTI	Fixed Swap	-31,000	bbl	50.9	Macquarie
62257398	4-Oct-16	7-Apr-17	31-Mar-17	NYMEX WTI	Fixed Swap	-31,000	bbl	52.05	Morgan Stanley
62257424	5-Oct-16	7-Apr-17	31-Mar-17	NYMEX WTI	Fixed Swap	-31,000	bbl	52.8	Macquarie
62257459	26-Oct-16	7-Apr-17	31-Mar-17	NYMEX WTI	Fixed Swap	-77,500	bbl	51.8	Macquarie
62915661	22-Nov-16	7-Apr-17	31-Mar-17	NYMEX WTI	Fixed Swap	-31,000	bbl	51.1	Macquarie
62915676	23-Nov-16	7-Apr-17	31-Mar-17	NYMEX WTI	Fixed Swap	-31,000	bbl	51	BP
62915688	30-Nov-16	7-Apr-17	31-Mar-17	NYMEX WTI	Fixed Swap	-46,500	bbl	52	BP
63417484	5-Dec-16	7-Apr-17	31-Mar-17	NYMEX WTI	Fixed Swap	-31,000	bbl	54.44	JPMorgan
63417505	5-Dec-16	7-Apr-17	31-Mar-17	NYMEX WTI	Fixed Swap	-31,000	bbl	54.7	BP
61712004	30-Sep-16	5-May-17	28-Apr-17	NYMEX WTI	Fixed Swap	-30,000	bbl	51.05	JPMorgan
61712021	30-Sep-16	5-May-17	28-Apr-17	NYMEX WTI	Fixed Swap	-30,000	bbl	50.9	Macquarie
62257399	4-Oct-16	5-May-17	28-Apr-17	NYMEX WTI	Fixed Swap	-30,000	bbl	52.05	Morgan Stanley
62257425	5-Oct-16	5-May-17	28-Apr-17	NYMEX WTI	Fixed Swap	-30,000	bbl	52.8	Macquarie
62257460	26-Oct-16	5-May-17	28-Apr-17	NYMEX WTI	Fixed Swap	-75,000	bbl	51.8	Macquarie
62915662	22-Nov-16	5-May-17	28-Apr-17	NYMEX WTI	Fixed Swap	-30,000	bbl	51.1	Macquarie
62915677	23-Nov-16	5-May-17	28-Apr-17	NYMEX WTI	Fixed Swap	-30,000	bbl	51	BP
62915689	30-Nov-16	5-May-17	28-Apr-17	NYMEX WTI	Fixed Swap	-45,000	bbl	52	BP
63417485	5-Dec-16	5-May-17	28-Apr-17	NYMEX WTI	Fixed Swap	-30,000	bbl	54.44	JPMorgan
63417506	5-Dec-16	5-May-17	28-Apr-17	NYMEX WTI	Fixed Swap	-30,000	bbl	54.7	BP
61712005	30-Sep-16	7-Jun-17	31-May-17	NYMEX WTI	Fixed Swap	-31,000	bbl	51.05	JPMorgan
61712022	30-Sep-16	7-Jun-17	31-May-17	NYMEX WTI	Fixed Swap	-31,000	bbl	50.9	Macquarie
62257402	4-Oct-16	7-Jun-17	31-May-17	NYMEX WTI	Fixed Swap	-31,000	bbl	52.05	Morgan Stanley
62257426	5-Oct-16	7-Jun-17	31-May-17	NYMEX WTI	Fixed Swap	-31,000	bbl	52.8	Macquarie
62257461	26-Oct-16	7-Jun-17	31-May-17	NYMEX WTI	Fixed Swap	-77,500	bbl	51.8	Macquarie
62915663	22-Nov-16	7-Jun-17	31-May-17	NYMEX WTI	Fixed Swap	-31,000	bbl	51.1	Macquarie
62915678	23-Nov-16	7-Jun-17	31-May-17	NYMEX WTI	Fixed Swap	-31,000	bbl	51	BP
62915690	30-Nov-16	7-Jun-17	31-May-17	NYMEX WTI	Fixed Swap	-46,500	bbl	52	BP
63417486	5-Dec-16	7-Jun-17	31-May-17	NYMEX WTI	Fixed Swap	-31,000	bbl	54.44	JPMorgan
63417507	5-Dec-16	7-Jun-17	31-May-17	NYMEX WTI	Fixed Swap	-31,000	bbl	54.7	BP
61712006	30-Sep-16	10-Jul-17	30-Jun-17	NYMEX WTI	Fixed Swap	-30,000	bbl	51.05	JPMorgan
61712023	30-Sep-16	10-Jul-17	30-Jun-17	NYMEX WTI	Fixed Swap	-30,000	bbl	50.9	Macquarie
62257403	4-Oct-16	10-Jul-17	30-Jun-17	NYMEX WTI	Fixed Swap	-30,000	bbl	52.05	Morgan Stanley

62257427	5-Oct-16	10-Jul-17	30-Jun-17	NYMEX WTI	Fixed Swap	-30,000	bbl	52.8	Macquarie
62257462	26-Oct-16	10-Jul-17	30-Jun-17	NYMEX WTI	Fixed Swap	-75,000	bbl	51.8	Macquarie
62915664	22-Nov-16	10-Jul-17	30-Jun-17	NYMEX WTI	Fixed Swap	-30,000	bbl	51.1	Macquarie
62915679	23-Nov-16	10-Jul-17	30-Jun-17	NYMEX WTI	Fixed Swap	-30,000	bbl	51	BP
62915691	30-Nov-16	10-Jul-17	30-Jun-17	NYMEX WTI	Fixed Swap	-45,000	bbl	52	BP
63417487	5-Dec-16	10-Jul-17	30-Jun-17	NYMEX WTI	Fixed Swap	-30,000	bbl	54.44	JPMorgan
63417508	5-Dec-16	10-Jul-17	30-Jun-17	NYMEX WTI	Fixed Swap	-30,000	bbl	54.7	BP
61712007	30-Sep-16	7-Aug-17	31-Jul-17	NYMEX WTI	Fixed Swap	-31,000	bbl	51.05	JPMorgan
61712024	30-Sep-16	7-Aug-17	31-Jul-17	NYMEX WTI	Fixed Swap	-31,000	bbl	50.9	Macquarie
62257404	4-Oct-16	7-Aug-17	31-Jul-17	NYMEX WTI	Fixed Swap	-31,000	bbl	52.05	Morgan Stanley
62257428	5-Oct-16	7-Aug-17	31-Jul-17	NYMEX WTI	Fixed Swap	-31,000	bbl	52.8	Macquarie
62257463	26-Oct-16	7-Aug-17	31-Jul-17	NYMEX WTI	Fixed Swap	-77,500	bbl	51.8	Macquarie
62915665	22-Nov-16	7-Aug-17	31-Jul-17	NYMEX WTI	Fixed Swap	-31,000	bbl	51.1	Macquarie
62915680	23-Nov-16	7-Aug-17	31-Jul-17	NYMEX WTI	Fixed Swap	-31,000	bbl	51	BP
62915692	30-Nov-16	7-Aug-17	31-Jul-17	NYMEX WTI	Fixed Swap	-46,500	bbl	52	BP
63417488	5-Dec-16	7-Aug-17	31-Jul-17	NYMEX WTI	Fixed Swap	-31,000	bbl	54.44	JPMorgan
63417509	5-Dec-16	7-Aug-17	31-Jul-17	NYMEX WTI	Fixed Swap	-31,000	bbl	54.7	BP
61712008	30-Sep-16	8-Sep-17	31-Aug-17	NYMEX WTI	Fixed Swap	-31,000	bbl	51.05	JPMorgan
61712025	30-Sep-16	8-Sep-17	31-Aug-17	NYMEX WTI	Fixed Swap	-31,000	bbl	50.9	Macquarie
62257405	4-Oct-16	8-Sep-17	31-Aug-17	NYMEX WTI	Fixed Swap	-31,000	bbl	52.05	Morgan Stanley
62257429	5-Oct-16	8-Sep-17	31-Aug-17	NYMEX WTI	Fixed Swap	-31,000	bbl	52.8	Macquarie
62257464	26-Oct-16	8-Sep-17	31-Aug-17	NYMEX WTI	Fixed Swap	-77,500	bbl	51.8	Macquarie
62915666	22-Nov-16	8-Sep-17	31-Aug-17	NYMEX WTI	Fixed Swap	-31,000	bbl	51.1	Macquarie
62915681	23-Nov-16	8-Sep-17	31-Aug-17	NYMEX WTI	Fixed Swap	-31,000	bbl	51	BP
62915693	30-Nov-16	8-Sep-17	31-Aug-17	NYMEX WTI	Fixed Swap	-46,500	bbl	52	BP
63417489	5-Dec-16	8-Sep-17	31-Aug-17	NYMEX WTI	Fixed Swap	-31,000	bbl	54.44	JPMorgan
63417510	5-Dec-16	8-Sep-17	31-Aug-17	NYMEX WTI	Fixed Swap	-31,000	bbl	54.7	BP
61712009	30-Sep-16	6-Oct-17	29-Sep-17	NYMEX WTI	Fixed Swap	-30,000	bbl	51.05	JPMorgan
61712026	30-Sep-16	6-Oct-17	29-Sep-17	NYMEX WTI	Fixed Swap	-30,000	bbl	50.9	Macquarie
62257406	4-Oct-16	6-Oct-17	29-Sep-17	NYMEX WTI	Fixed Swap	-30,000	bbl	52.05	Morgan Stanley
62257430	5-Oct-16	6-Oct-17	29-Sep-17	NYMEX WTI	Fixed Swap	-30,000	bbl	52.8	Macquarie
62257467	26-Oct-16	6-Oct-17	29-Sep-17	NYMEX WTI	Fixed Swap	-75,000	bbl	51.8	Macquarie
62915667	22-Nov-16	6-Oct-17	29-Sep-17	NYMEX WTI	Fixed Swap	-30,000	bbl	51.1	Macquarie
62915682	23-Nov-16	6-Oct-17	29-Sep-17	NYMEX WTI	Fixed Swap	-30,000	bbl	51	BP
62915694	30-Nov-16	6-Oct-17	29-Sep-17	NYMEX WTI	Fixed Swap	-45,000	bbl	52	BP
63417491	5-Dec-16	6-Oct-17	29-Sep-17	NYMEX WTI	Fixed Swap	-30,000	bbl	54.44	JPMorgan
63417511	5-Dec-16	6-Oct-17	29-Sep-17	NYMEX WTI	Fixed Swap	-30,000	bbl	54.7	BP
61712010	30-Sep-16	7-Nov-17	31-Oct-17	NYMEX WTI	Fixed Swap	-31,000	bbl	51.05	JPMorgan

61712027	30-Sep-16	7-Nov-17	31-Oct-17	NYMEX WTI	Fixed Swap	-31,000	bbl	50.9	Macquarie
62257407	4-Oct-16	7-Nov-17	31-Oct-17	NYMEX WTI	Fixed Swap	-31,000	bbl	52.05	Morgan Stanley
62257433	5-Oct-16	7-Nov-17	31-Oct-17	NYMEX WTI	Fixed Swap	-31,000	bbl	52.8	Macquarie
62257468	26-Oct-16	7-Nov-17	31-Oct-17	NYMEX WTI	Fixed Swap	-77,500	bbl	51.8	Macquarie
62915668	22-Nov-16	7-Nov-17	31-Oct-17	NYMEX WTI	Fixed Swap	-31,000	bbl	51.1	Macquarie
62915683	23-Nov-16	7-Nov-17	31-Oct-17	NYMEX WTI	Fixed Swap	-31,000	bbl	51	BP
62915695	30-Nov-16	7-Nov-17	31-Oct-17	NYMEX WTI	Fixed Swap	-46,500	bbl	52	BP
63417492	5-Dec-16	7-Nov-17	31-Oct-17	NYMEX WTI	Fixed Swap	-31,000	bbl	54.44	JPMorgan
63417512	5-Dec-16	7-Nov-17	31-Oct-17	NYMEX WTI	Fixed Swap	-31,000	bbl	54.7	BP
61712011	30-Sep-16	7-Dec-17	30-Nov-17	NYMEX WTI	Fixed Swap	-30,000	bbl	51.05	JPMorgan
61712028	30-Sep-16	7-Dec-17	30-Nov-17	NYMEX WTI	Fixed Swap	-30,000	bbl	50.9	Macquarie
62257410	4-Oct-16	7-Dec-17	30-Nov-17	NYMEX WTI	Fixed Swap	-30,000	bbl	52.05	Morgan Stanley
62257434	5-Oct-16	7-Dec-17	30-Nov-17	NYMEX WTI	Fixed Swap	-30,000	bbl	52.8	Macquarie
62257469	26-Oct-16	7-Dec-17	30-Nov-17	NYMEX WTI	Fixed Swap	-75,000	bbl	51.8	Macquarie
62915669	22-Nov-16	7-Dec-17	30-Nov-17	NYMEX WTI	Fixed Swap	-30,000	bbl	51.1	Macquarie
62915684	23-Nov-16	7-Dec-17	30-Nov-17	NYMEX WTI	Fixed Swap	-30,000	bbl	51	BP
62915696	30-Nov-16	7-Dec-17	30-Nov-17	NYMEX WTI	Fixed Swap	-45,000	bbl	52	BP
63417493	5-Dec-16	7-Dec-17	30-Nov-17	NYMEX WTI	Fixed Swap	-30,000	bbl	54.44	JPMorgan
63417513	5-Dec-16	7-Dec-17	30-Nov-17	NYMEX WTI	Fixed Swap	-30,000	bbl	54.7	BP
61712014	30-Sep-16	8-Jan-18	29-Dec-17	NYMEX WTI	Fixed Swap	-31,000	bbl	51.05	JPMorgan
61712029	30-Sep-16	8-Jan-18	29-Dec-17	NYMEX WTI	Fixed Swap	-31,000	bbl	50.9	Macquarie
62257411	4-Oct-16	8-Jan-18	29-Dec-17	NYMEX WTI	Fixed Swap	-31,000	bbl	52.05	Morgan Stanley
62257435	5-Oct-16	8-Jan-18	29-Dec-17	NYMEX WTI	Fixed Swap	-31,000	bbl	52.8	Macquarie
62257470	26-Oct-16	8-Jan-18	29-Dec-17	NYMEX WTI	Fixed Swap	-77,500	bbl	51.8	Macquarie
62915670	22-Nov-16	8-Jan-18	29-Dec-17	NYMEX WTI	Fixed Swap	-31,000	bbl	51.1	Macquarie
62915685	23-Nov-16	8-Jan-18	29-Dec-17	NYMEX WTI	Fixed Swap	-31,000	bbl	51	BP
62915697	30-Nov-16	8-Jan-18	29-Dec-17	NYMEX WTI	Fixed Swap	-46,500	bbl	52	BP
63417494	5-Dec-16	8-Jan-18	29-Dec-17	NYMEX WTI	Fixed Swap	-31,000	bbl	54.44	JPMorgan
63417514	5-Dec-16	8-Jan-18	29-Dec-17	NYMEX WTI	Fixed Swap	-31,000	bbl	54.7	BP

Linn Energy
Collars—Crude Oil
As of February 28, 2017

trade id	trade date	payment date	last fixing date	underlying	trade type	position	units	price	counterparty
62916211	30-Nov-16	7-Feb-18	31-Jan-18	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916312	30-Nov-16	7-Feb-18	31-Jan-18	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916410	30-Nov-16	7-Feb-18	31-Jan-18	NYMEX WTI	Asian Cap	-62,000	bbl	55	Macquarie
63417614	5-Dec-16	7-Feb-18	31-Jan-18	NYMEX WTI	Asian Cap	-31,000	bbl	57.5	Nextera
62916005	30-Nov-16	7-Feb-18	31-Jan-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916264	30-Nov-16	7-Feb-18	31-Jan-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916362	30-Nov-16	7-Feb-18	31-Jan-18	NYMEX WTI	Asian Floor	62,000	bbl	50	Macquarie
63417560	5-Dec-16	7-Feb-18	31-Jan-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916213	30-Nov-16	7-Mar-18	28-Feb-18	NYMEX WTI	Asian Cap	-28,000	bbl	55	Nextera
62916314	30-Nov-16	7-Mar-18	28-Feb-18	NYMEX WTI	Asian Cap	-28,000	bbl	55	Nextera
62916412	30-Nov-16	7-Mar-18	28-Feb-18	NYMEX WTI	Asian Cap	-56,000	bbl	55	Macquarie
63417617	5-Dec-16	7-Mar-18	28-Feb-18	NYMEX WTI	Asian Cap	-28,000	bbl	57.5	Nextera
62916155	30-Nov-16	7-Mar-18	28-Feb-18	NYMEX WTI	Asian Floor	28,000	bbl	50	Nextera
62916266	30-Nov-16	7-Mar-18	28-Feb-18	NYMEX WTI	Asian Floor	28,000	bbl	50	Nextera
62916364	30-Nov-16	7-Mar-18	28-Feb-18	NYMEX WTI	Asian Floor	56,000	bbl	50	Macquarie
63417564	5-Dec-16	7-Mar-18	28-Feb-18	NYMEX WTI	Asian Floor	28,000	bbl	50	Nextera
62916216	30-Nov-16	5-Apr-18	29-Mar-18	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916316	30-Nov-16	5-Apr-18	29-Mar-18	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916414	30-Nov-16	5-Apr-18	29-Mar-18	NYMEX WTI	Asian Cap	-62,000	bbl	55	Macquarie
63417619	5-Dec-16	5-Apr-18	29-Mar-18	NYMEX WTI	Asian Cap	-31,000	bbl	57.5	Nextera
62916157	30-Nov-16	5-Apr-18	29-Mar-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916268	30-Nov-16	5-Apr-18	29-Mar-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916366	30-Nov-16	5-Apr-18	29-Mar-18	NYMEX WTI	Asian Floor	62,000	bbl	50	Macquarie
63417566	5-Dec-16	5-Apr-18	29-Mar-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916218	30-Nov-16	7-May-18	30-Apr-18	NYMEX WTI	Asian Cap	-30,000	bbl	55	Nextera
62916318	30-Nov-16	7-May-18	30-Apr-18	NYMEX WTI	Asian Cap	-30,000	bbl	55	Nextera
62916416	30-Nov-16	7-May-18	30-Apr-18	NYMEX WTI	Asian Cap	-60,000	bbl	55	Macquarie
63417621	5-Dec-16	7-May-18	30-Apr-18	NYMEX WTI	Asian Cap	-30,000	bbl	57.5	Nextera
62916159	30-Nov-16	7-May-18	30-Apr-18	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916270	30-Nov-16	7-May-18	30-Apr-18	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916368	30-Nov-16	7-May-18	30-Apr-18	NYMEX WTI	Asian Floor	60,000	bbl	50	Macquarie
63417568	5-Dec-16	7-May-18	30-Apr-18	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916220	30-Nov-16	7-Jun-18	31-May-18	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera

62916320	30-Nov-16	7-Jun-18	31-May-18	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916418	30-Nov-16	7-Jun-18	31-May-18	NYMEX WTI	Asian Cap	-62,000	bbl	55	Macquarie
63417623	5-Dec-16	7-Jun-18	31-May-18	NYMEX WTI	Asian Cap	-31,000	bbl	57.5	Nextera
62916161	30-Nov-16	7-Jun-18	31-May-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916272	30-Nov-16	7-Jun-18	31-May-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916370	30-Nov-16	7-Jun-18	31-May-18	NYMEX WTI	Asian Floor	62,000	bbl	50	Macquarie
63417570	5-Dec-16	7-Jun-18	31-May-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916222	30-Nov-16	9-Jul-18	29-Jun-18	NYMEX WTI	Asian Cap	-30,000	bbl	55	Nextera
62916322	30-Nov-16	9-Jul-18	29-Jun-18	NYMEX WTI	Asian Cap	-30,000	bbl	55	Nextera
62916420	30-Nov-16	9-Jul-18	29-Jun-18	NYMEX WTI	Asian Cap	-60,000	bbl	55	Macquarie
63417625	5-Dec-16	9-Jul-18	29-Jun-18	NYMEX WTI	Asian Cap	-30,000	bbl	57.5	Nextera
62916163	30-Nov-16	9-Jul-18	29-Jun-18	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916274	30-Nov-16	9-Jul-18	29-Jun-18	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916372	30-Nov-16	9-Jul-18	29-Jun-18	NYMEX WTI	Asian Floor	60,000	bbl	50	Macquarie
63417572	5-Dec-16	9-Jul-18	29-Jun-18	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916224	30-Nov-16	7-Aug-18	31-Jul-18	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916324	30-Nov-16	7-Aug-18	31-Jul-18	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916422	30-Nov-16	7-Aug-18	31-Jul-18	NYMEX WTI	Asian Cap	-62,000	bbl	55	Macquarie
63417627	5-Dec-16	7-Aug-18	31-Jul-18	NYMEX WTI	Asian Cap	-31,000	bbl	57.5	Nextera
62916165	30-Nov-16	7-Aug-18	31-Jul-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916276	30-Nov-16	7-Aug-18	31-Jul-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916374	30-Nov-16	7-Aug-18	31-Jul-18	NYMEX WTI	Asian Floor	62,000	bbl	50	Macquarie
63417574	5-Dec-16	7-Aug-18	31-Jul-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916226	30-Nov-16	10-Sep-18	31-Aug-18	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916326	30-Nov-16	10-Sep-18	31-Aug-18	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916424	30-Nov-16	10-Sep-18	31-Aug-18	NYMEX WTI	Asian Cap	-62,000	bbl	55	Macquarie
63417629	5-Dec-16	10-Sep-18	31-Aug-18	NYMEX WTI	Asian Cap	-31,000	bbl	57.5	Nextera
62916167	30-Nov-16	10-Sep-18	31-Aug-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916278	30-Nov-16	10-Sep-18	31-Aug-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916376	30-Nov-16	10-Sep-18	31-Aug-18	NYMEX WTI	Asian Floor	62,000	bbl	50	Macquarie
63417576	5-Dec-16	10-Sep-18	31-Aug-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916228	30-Nov-16	5-Oct-18	28-Sep-18	NYMEX WTI	Asian Cap	-30,000	bbl	55	Nextera
62916328	30-Nov-16	5-Oct-18	28-Sep-18	NYMEX WTI	Asian Cap	-30,000	bbl	55	Nextera
62916426	30-Nov-16	5-Oct-18	28-Sep-18	NYMEX WTI	Asian Cap	-60,000	bbl	55	Macquarie
63417631	5-Dec-16	5-Oct-18	28-Sep-18	NYMEX WTI	Asian Cap	-30,000	bbl	57.5	Nextera
62916169	30-Nov-16	5-Oct-18	28-Sep-18	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916280	30-Nov-16	5-Oct-18	28-Sep-18	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916378	30-Nov-16	5-Oct-18	28-Sep-18	NYMEX WTI	Asian Floor	60,000	bbl	50	Macquarie

63417578	5-Dec-16	5-Oct-18	28-Sep-18	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916230	30-Nov-16	7-Nov-18	31-Oct-18	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916330	30-Nov-16	7-Nov-18	31-Oct-18	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916428	30-Nov-16	7-Nov-18	31-Oct-18	NYMEX WTI	Asian Cap	-62,000	bbl	55	Macquarie
63417633	5-Dec-16	7-Nov-18	31-Oct-18	NYMEX WTI	Asian Cap	-31,000	bbl	57.5	Nextera
62916171	30-Nov-16	7-Nov-18	31-Oct-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916282	30-Nov-16	7-Nov-18	31-Oct-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916380	30-Nov-16	7-Nov-18	31-Oct-18	NYMEX WTI	Asian Floor	62,000	bbl	50	Macquarie
63417580	5-Dec-16	7-Nov-18	31-Oct-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916232	30-Nov-16	7-Dec-18	30-Nov-18	NYMEX WTI	Asian Cap	-30,000	bbl	55	Nextera
62916332	30-Nov-16	7-Dec-18	30-Nov-18	NYMEX WTI	Asian Cap	-30,000	bbl	55	Nextera
62916430	30-Nov-16	7-Dec-18	30-Nov-18	NYMEX WTI	Asian Cap	-60,000	bbl	55	Macquarie
63417635	5-Dec-16	7-Dec-18	30-Nov-18	NYMEX WTI	Asian Cap	-30,000	bbl	57.5	Nextera
62916173	30-Nov-16	7-Dec-18	30-Nov-18	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916284	30-Nov-16	7-Dec-18	30-Nov-18	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916382	30-Nov-16	7-Dec-18	30-Nov-18	NYMEX WTI	Asian Floor	60,000	bbl	50	Macquarie
63417582	5-Dec-16	7-Dec-18	30-Nov-18	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916234	30-Nov-16	8-Jan-19	31-Dec-18	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916334	30-Nov-16	8-Jan-19	31-Dec-18	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916432	30-Nov-16	8-Jan-19	31-Dec-18	NYMEX WTI	Asian Cap	-62,000	bbl	55	Macquarie
63417637	5-Dec-16	8-Jan-19	31-Dec-18	NYMEX WTI	Asian Cap	-31,000	bbl	57.5	Nextera
62916175	30-Nov-16	8-Jan-19	31-Dec-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916286	30-Nov-16	8-Jan-19	31-Dec-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916384	30-Nov-16	8-Jan-19	31-Dec-18	NYMEX WTI	Asian Floor	62,000	bbl	50	Macquarie
63417584	5-Dec-16	8-Jan-19	31-Dec-18	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916236	30-Nov-16	7-Feb-19	31-Jan-19	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916336	30-Nov-16	7-Feb-19	31-Jan-19	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916434	30-Nov-16	7-Feb-19	31-Jan-19	NYMEX WTI	Asian Cap	-62,000	bbl	55	Macquarie
63417639	5-Dec-16	7-Feb-19	31-Jan-19	NYMEX WTI	Asian Cap	-31,000	bbl	57.5	Nextera
62916177	30-Nov-16	7-Feb-19	31-Jan-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916288	30-Nov-16	7-Feb-19	31-Jan-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916386	30-Nov-16	7-Feb-19	31-Jan-19	NYMEX WTI	Asian Floor	62,000	bbl	50	Macquarie
63417586	5-Dec-16	7-Feb-19	31-Jan-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916238	30-Nov-16	7-Mar-19	28-Feb-19	NYMEX WTI	Asian Cap	-28,000	bbl	55	Nextera
62916338	30-Nov-16	7-Mar-19	28-Feb-19	NYMEX WTI	Asian Cap	-28,000	bbl	55	Nextera
62916436	30-Nov-16	7-Mar-19	28-Feb-19	NYMEX WTI	Asian Cap	-56,000	bbl	55	Macquarie
63417641	5-Dec-16	7-Mar-19	28-Feb-19	NYMEX WTI	Asian Cap	-28,000	bbl	57.5	Nextera
62916179	30-Nov-16	7-Mar-19	28-Feb-19	NYMEX WTI	Asian Floor	28,000	bbl	50	Nextera

62916290	30-Nov-16	7-Mar-19	28-Feb-19	NYMEX WTI	Asian Floor	28,000	bbl	50	Nextera
62916388	30-Nov-16	7-Mar-19	28-Feb-19	NYMEX WTI	Asian Floor	56,000	bbl	50	Macquarie
63417588	5-Dec-16	7-Mar-19	28-Feb-19	NYMEX WTI	Asian Floor	28,000	bbl	50	Nextera
62916240	30-Nov-16	5-Apr-19	29-Mar-19	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916341	30-Nov-16	5-Apr-19	29-Mar-19	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916438	30-Nov-16	5-Apr-19	29-Mar-19	NYMEX WTI	Asian Cap	-62,000	bbl	55	Macquarie
63417643	5-Dec-16	5-Apr-19	29-Mar-19	NYMEX WTI	Asian Cap	-31,000	bbl	57.5	Nextera
62916181	30-Nov-16	5-Apr-19	29-Mar-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916292	30-Nov-16	5-Apr-19	29-Mar-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916390	30-Nov-16	5-Apr-19	29-Mar-19	NYMEX WTI	Asian Floor	62,000	bbl	50	Macquarie
63417590	5-Dec-16	5-Apr-19	29-Mar-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916242	30-Nov-16	7-May-19	30-Apr-19	NYMEX WTI	Asian Cap	-30,000	bbl	55	Nextera
62916344	30-Nov-16	7-May-19	30-Apr-19	NYMEX WTI	Asian Cap	-30,000	bbl	55	Nextera
62916440	30-Nov-16	7-May-19	30-Apr-19	NYMEX WTI	Asian Cap	-60,000	bbl	55	Macquarie
63417645	5-Dec-16	7-May-19	30-Apr-19	NYMEX WTI	Asian Cap	-30,000	bbl	57.5	Nextera
62916183	30-Nov-16	7-May-19	30-Apr-19	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916294	30-Nov-16	7-May-19	30-Apr-19	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916392	30-Nov-16	7-May-19	30-Apr-19	NYMEX WTI	Asian Floor	60,000	bbl	50	Macquarie
63417592	5-Dec-16	7-May-19	30-Apr-19	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916244	30-Nov-16	7-Jun-19	31-May-19	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916346	30-Nov-16	7-Jun-19	31-May-19	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916442	30-Nov-16	7-Jun-19	31-May-19	NYMEX WTI	Asian Cap	-62,000	bbl	55	Macquarie
63417647	5-Dec-16	7-Jun-19	31-May-19	NYMEX WTI	Asian Cap	-31,000	bbl	57.5	Nextera
62916185	30-Nov-16	7-Jun-19	31-May-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916296	30-Nov-16	7-Jun-19	31-May-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916394	30-Nov-16	7-Jun-19	31-May-19	NYMEX WTI	Asian Floor	62,000	bbl	50	Macquarie
63417594	5-Dec-16	7-Jun-19	31-May-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916246	30-Nov-16	8-Jul-19	28-Jun-19	NYMEX WTI	Asian Cap	-30,000	bbl	55	Nextera
62916348	30-Nov-16	8-Jul-19	28-Jun-19	NYMEX WTI	Asian Cap	-30,000	bbl	55	Nextera
62916444	30-Nov-16	8-Jul-19	28-Jun-19	NYMEX WTI	Asian Cap	-60,000	bbl	55	Macquarie
63417649	5-Dec-16	8-Jul-19	28-Jun-19	NYMEX WTI	Asian Cap	-30,000	bbl	57.5	Nextera
62916187	30-Nov-16	8-Jul-19	28-Jun-19	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916298	30-Nov-16	8-Jul-19	28-Jun-19	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916396	30-Nov-16	8-Jul-19	28-Jun-19	NYMEX WTI	Asian Floor	60,000	bbl	50	Macquarie
63417596	5-Dec-16	8-Jul-19	28-Jun-19	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916248	30-Nov-16	7-Aug-19	31-Jul-19	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916350	30-Nov-16	7-Aug-19	31-Jul-19	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916446	30-Nov-16	7-Aug-19	31-Jul-19	NYMEX WTI	Asian Cap	-62,000	bbl	55	Macquarie

63417652	5-Dec-16	7-Aug-19	31-Jul-19	NYMEX WTI	Asian Cap	-31,000	bbl	57.5	Nextera
62916189	30-Nov-16	7-Aug-19	31-Jul-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916300	30-Nov-16	7-Aug-19	31-Jul-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916398	30-Nov-16	7-Aug-19	31-Jul-19	NYMEX WTI	Asian Floor	62,000	bbl	50	Macquarie
63417598	5-Dec-16	7-Aug-19	31-Jul-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916250	30-Nov-16	9-Sep-19	30-Aug-19	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916352	30-Nov-16	9-Sep-19	30-Aug-19	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916448	30-Nov-16	9-Sep-19	30-Aug-19	NYMEX WTI	Asian Cap	-62,000	bbl	55	Macquarie
63417654	5-Dec-16	9-Sep-19	30-Aug-19	NYMEX WTI	Asian Cap	-31,000	bbl	57.5	Nextera
62916192	30-Nov-16	9-Sep-19	30-Aug-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916302	30-Nov-16	9-Sep-19	30-Aug-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916400	30-Nov-16	9-Sep-19	30-Aug-19	NYMEX WTI	Asian Floor	62,000	bbl	50	Macquarie
63417600	5-Dec-16	9-Sep-19	30-Aug-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916252	30-Nov-16	7-Oct-19	30-Sep-19	NYMEX WTI	Asian Cap	-30,000	bbl	55	Nextera
62916354	30-Nov-16	7-Oct-19	30-Sep-19	NYMEX WTI	Asian Cap	-30,000	bbl	55	Nextera
62916450	30-Nov-16	7-Oct-19	30-Sep-19	NYMEX WTI	Asian Cap	-60,000	bbl	55	Macquarie
63417657	5-Dec-16	7-Oct-19	30-Sep-19	NYMEX WTI	Asian Cap	-30,000	bbl	57.5	Nextera
62916196	30-Nov-16	7-Oct-19	30-Sep-19	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916304	30-Nov-16	7-Oct-19	30-Sep-19	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916402	30-Nov-16	7-Oct-19	30-Sep-19	NYMEX WTI	Asian Floor	60,000	bbl	50	Macquarie
63417604	5-Dec-16	7-Oct-19	30-Sep-19	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916254	30-Nov-16	7-Nov-19	31-Oct-19	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916356	30-Nov-16	7-Nov-19	31-Oct-19	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916452	30-Nov-16	7-Nov-19	31-Oct-19	NYMEX WTI	Asian Cap	-62,000	bbl	55	Macquarie
63417659	5-Dec-16	7-Nov-19	31-Oct-19	NYMEX WTI	Asian Cap	-31,000	bbl	57.5	Nextera
62916200	30-Nov-16	7-Nov-19	31-Oct-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916306	30-Nov-16	7-Nov-19	31-Oct-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916404	30-Nov-16	7-Nov-19	31-Oct-19	NYMEX WTI	Asian Floor	62,000	bbl	50	Macquarie
63417606	5-Dec-16	7-Nov-19	31-Oct-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916256	30-Nov-16	6-Dec-19	29-Nov-19	NYMEX WTI	Asian Cap	-30,000	bbl	55	Nextera
62916358	30-Nov-16	6-Dec-19	29-Nov-19	NYMEX WTI	Asian Cap	-30,000	bbl	55	Nextera
62916454	30-Nov-16	6-Dec-19	29-Nov-19	NYMEX WTI	Asian Cap	-60,000	bbl	55	Macquarie
63417662	5-Dec-16	6-Dec-19	29-Nov-19	NYMEX WTI	Asian Cap	-30,000	bbl	57.5	Nextera
62916204	30-Nov-16	6-Dec-19	29-Nov-19	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916308	30-Nov-16	6-Dec-19	29-Nov-19	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916406	30-Nov-16	6-Dec-19	29-Nov-19	NYMEX WTI	Asian Floor	60,000	bbl	50	Macquarie
63417610	5-Dec-16	6-Dec-19	29-Nov-19	NYMEX WTI	Asian Floor	30,000	bbl	50	Nextera
62916258	30-Nov-16	8-Jan-20	31-Dec-19	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera

62916360	30-Nov-16	8-Jan-20	31-Dec-19	NYMEX WTI	Asian Cap	-31,000	bbl	55	Nextera
62916456	30-Nov-16	8-Jan-20	31-Dec-19	NYMEX WTI	Asian Cap	-62,000	bbl	55	Macquarie
63417664	5-Dec-16	8-Jan-20	31-Dec-19	NYMEX WTI	Asian Cap	-31,000	bbl	57.5	Nextera
62916207	30-Nov-16	8-Jan-20	31-Dec-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916310	30-Nov-16	8-Jan-20	31-Dec-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera
62916408	30-Nov-16	8-Jan-20	31-Dec-19	NYMEX WTI	Asian Floor	62,000	bbl	50	Macquarie
63417612	5-Dec-16	8-Jan-20	31-Dec-19	NYMEX WTI	Asian Floor	31,000	bbl	50	Nextera

Schedule 7.25

Deposit Accounts

Excluded Accounts

8

Schedule 9.02

Existing Debt

None.

Schedule 9.05

Investments

I. Tax Partnerships

a. Wagnon Gas Gathering System Partnership (Linn Energy Holdings, LLC owns 7.5%)

b. Kalkaska Gas Processing Plant (Linn Energy Holdings, LLC owns 2.81%)

c. HPC – Lin Salt Creek EOR JV (Linn Energy Holdings, LLC owns 23%)

d. Drunkards Wash JV (Linn Energy Holdings, LLC owns 38.69%)

e. Wilderness-Chester Gas Processing LP (Linn Energy Holdings, LLC owns 55.3%)

f. Wilderness Energy, L.C. (Linn Energy Holdings, LLC owns 50%)

g. Wilderness Energy Services LP (Linn Energy Holdings, LLC owns 24.5%)

h. Berry Encana NPR Partnership (Linn Energy Holdings, LLC owns various percentages)

II. Ordinary Course Operations Joint Venture

a. California & Rockies (not Utah)

1. Wyoming – Contract #C023561 – Salt Creek Participation Agreement with FDL – Linn Energy Holdings, LLC is the participating LINN entity.

2. North Dakota – Contract #C025455 – Assignment and Assumption Agreement/Joint Development Agreement with Samuel Gary & Associates Inc.– Linn Energy Holdings, LLC is the participating LINN entity.

3. Wyoming – Contract #C041642 – Joint Venture Agreement with General Atlantic Energy Corp ETAL – Linn Energy Holdings, LLC is the participating LINN entity.

4. Wyoming – Contract #C041821 – Joint Venture Agreement with CIGE-MOSS – Linn Energy Holdings, LLC is the participating LINN entity.

b. Utah

1. Utah – Contract C042967000 – SWD System Agreement – Linn Energy Holdings, LLC is the participating entity.

c. OK/East TX

1. Newfield Farmout Agreement (dated 7/23/2015): Mid-Continent II, LLC; Letter Agreement to develop 4 Sections North of the Felix/Devon Divestiture Area, limited to the Mississippian formation. Linn Owned approximately 1,747.80 net acres. NFX purchased 1,152.36 acres at $4500.00/acre. Linn retained 595.45 acres to participate with in the drilling of the Gore 1H-1X and Meier 1H-35X wells.

2. Chesapeake farmout: Mid-Continent II, LLC, Linn Energy Holdings, LLC dated 7/26/2013 JV to develop Alfalfa acreage. Linn owned approximately 2326.32 net mineral acres, and conveyed 50% to CHK limited to the Mississippian formation.

3. Mustang Bois D'arc Unitization and AMI Agreements: Mid-Con II, LLC and Linn Energy Holdings, LLC dated 6/1/2016. Waterflood near Tuttle to develop the Bois D'arc formation. Mid-Con Energy Operating, LLC will be operator. Linn has approximately 42.10% interest in the unit.

d. *Midstream*

1. Agreement for the Construction, Ownership and Operation of Gas Processing Assets in Kansas effective October 1, 2010 between Anadarko Energy Services Company and Linn Energy Holdings, LLC

EXHIBIT 10.18
EXECUTION COPY

FIRST AMENDMENT AND CONSENT
DATED AS OF MAY 31, 2017
TO
CREDIT AGREEMENT AND SECURITY AGREEMENT
DATED AS OF FEBRUARY 28, 2017
AMONG

LINN ENERGY HOLDCO II LLC,
AS BORROWER,
LINN ENERGY HOLDCO LLC,
AS PARENT,
LINN ENERGY, INC.,
AS HOLDINGS

AND EACH OF THE SUBSIDIARY GUARANTORS PARTY HERETO FROM TIME TO TIME,

WELLS FARGO BANK, NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,
AND
THE LENDERS PARTY HERETO FROM TIME TO TIME

FIRST AMENDMENT AND CONSENT TO CREDIT AGREEMENT

THIS FIRST AMENDMENT AND CONSENT TO CREDIT AGREEMENT (this "First Amendment"), dated as of May 31, 2017, among Linn Energy Holdco II, LLC, a limited liability company duly formed and existing under the laws of the State of Delaware (the "Borrower"); Linn Energy Holdco LLC, a limited liability company duly formed and existing under the laws of the State of Delaware ("Parent"); Linn Energy, Inc., a corporation duly formed and existing under the laws of the State of Delaware ("Holdings," and collectively and severally with Parent, each a "Parent Guarantor"); each of the Subsidiaries set forth on the Schedule of Guarantors attached as Annex I to the Credit Agreement, as defined below, or otherwise from time to time party hereto (each a "Subsidiary Guarantor," and collectively, the "Subsidiary Guarantors"); each of the Lenders from time to time party hereto; and Wells Fargo Bank, National Association (in its individual capacity, "Wells Fargo"), as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent"). Each capitalized term used herein but not otherwise defined herein has the meaning given such term in the Credit Agreement, as amended by this First Amendment. Unless otherwise indicated, all section or article references in this First Amendment refer to sections or articles of the Credit Agreement or this First Amendment, as the context requires.

R E C I T A L S

A. **WHEREAS**, the Borrower, Parent Guarantors, Subsidiary Guarantors, the Administrative Agent, and the Lenders entered into that Credit Agreement dated as of February 28, 2017 (the "Credit Agreement"), pursuant to which the Lenders have made certain credit and other financial accommodations available to and on behalf of the Borrower and its Subsidiaries.

B. **WHEREAS**, the Borrower proposes to enter into a series of transactions comprised of (a) a Sale of certain assets located in Jonah, Wyoming, as more particularly set forth in the Initial Reserve Report, for a purchase price of $581,500,000 (the "Jonah Sale"), subject to customary purchase price adjustments and transaction costs, fees, and expenses set forth in the definitive documents governing the Jonah Sale, (b) voluntary payment in full of the Term Loan and voluntary partial payment of the Revolving Loan from the Net Cash Proceeds of the Jonah Sale, and (c) one or more transactions to which it would contribute, for equity to an unrestricted Subsidiary or joint venture, certain of the Scoop / Stack Assets, the Merge Assets, and the Contributed Midstream Assets (as each such term is defined in Section 1 herein) (collectively, each of (a), (b), and (c) of the foregoing, the "Proposed Transactions").

C. **WHEREAS**, in connection with the Proposed Transactions, the Borrower has requested, and the Administrative Agent and the Lenders have agreed (subject to satisfaction of the Conditions Precedent to First Amendment (as defined herein)), to amend certain provisions of the Credit Agreement.

D. **WHEREAS**, the Obligors also plan to sell certain Oil and Gas Properties as more fully set forth in Section 3.2 of this First Amendment and propose that the Administrative Agent and the Lenders consent to and agree in advance of each such Sale to reductions to the Borrowing Base to be attributed to each such Sale, and the Administrative Agent and the Lenders are amenable to setting such reductions in advance on the terms and conditions as set forth herein.

E. **WHEREAS**, the Obligors have informed the Administrative Agent and the Lenders that they require additional time to obtain certain of the Swap Agreements required by Section 8.16 of the Credit Agreement, and the Administrative Agent and the Majority Lenders are willing to consent to an extension on the terms and conditions as set forth herein.

F. **NOW, THEREFORE**, to induce the Obligors, the Administrative Agent, and the Lenders to enter into this First Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Amendments to Credit Agreement.

1.1 Amendment to Section 1.02.

(a) Section 1.02 is hereby amended to delete the following defined terms: "Term Loan Notes."

(b) Section 1.02 is hereby amended (a) with respect to each defined term below that is defined in Section 1.02, deleting such defined term from such Section 1.02 and replacing it with the analogous term below and (b) with respect to each defined term below that is not in Section 1.02, adding such defined term to such Section 1.02 in the appropriate alphabetical order thereto:

""Agreement" means this Credit Agreement, as amended by the First Amendment and Consent to Credit Agreement, dated May 31, 2017 ("First Amendment"), as the same may from time to time be amended, restated, amended and restated, supplemented or otherwise modified."

""Available Cash" means an aggregate amount equal to, calculated beginning as of April 1, 2017 and calculated without duplication, EBITDA for all periods ended after April 1, 2017 for which financial statements have been delivered pursuant to Section 8.01(a) or Section 8.01(b) hereunder, *less* interest paid for such periods *less* tax expense during such periods, including the aggregate amount of all Restricted Payments made pursuant to Section 9.04(a)(iii)(A) and Section 9.04(a)(iv) during such periods *less* any add-backs taken under clause (b)(vii) or clause (b)(viii) of the definition of EBITDA during such periods, in each case, to the extent added back to EBITDA, *less* the aggregate amount of all Investments made pursuant to Section 9.05(g)(v) in reliance on the basket available under Section 9.04(a)(vi), *less* the aggregate amount of all Restricted Payments made pursuant to Section 9.04(a)(vi), without duplication of those made pursuant to Section 9.05(g)(v). For purposes of calculating Available Cash, EBITDA shall be determined as set forth in this Agreement and EBITDA and all adjustments discussed in this definition of Available Cash shall be calculated on a non-annualized basis utilizing only Financial Statements delivered to the Administrative Agent pursuant to Section 8.01(a) or Section 8.01(b), in each case, together with the certificate required by Section 8.01(c)."

"Consolidated Net Income" means with respect to Holdings and its Consolidated Subsidiaries, for any period, the aggregate of the net income (or loss) of Holdings and the Consolidated Subsidiaries after allowances for taxes for such period determined on a consolidated basis in accordance with GAAP; provided, that there shall be excluded from such net income (to the extent otherwise included therein) the following (without duplication): (a) the net income of any Unrestricted Subsidiary, Permitted Joint Venture, or other Person in which Holdings or a Consolidated Subsidiary has an interest (which interest does not cause the net income of such other Person to be consolidated with the net income of Holdings and the Consolidated Subsidiaries in accordance with GAAP), except to the extent of the amount of dividends or distributions actually paid in cash during such period by such other Person to Holdings or to a Consolidated Subsidiary, as the case may be; (b) the net income (but not loss) during such period of any Consolidated Subsidiary to the extent that the declaration or payment of dividends or similar distributions or transfers or loans by that Consolidated Subsidiary is not at the time permitted by operation of the terms of its charter or any agreement, instrument, or Governmental Requirement applicable to such Consolidated Subsidiary or is otherwise restricted or prohibited, in each case determined in accordance with GAAP; (c) any extraordinary gains or losses during such period; (d) non-cash gains, losses, or adjustments under FASB Statement No. 133 as a result of changes in the fair market value of derivatives; (e) any gains or losses attributable to write-ups or write-downs of assets, including ceiling test write-downs; and (f) non-cash share-based payments under FASB Statement No. 123R; and provided, further, that if Holdings or any Consolidated Subsidiary shall acquire or dispose of any Property during such period, then Consolidated Net Income shall be calculated after giving pro forma effect to such acquisition or disposition, as if such acquisition or disposition had occurred on the first day of such period."

""Consolidated Subsidiary" means each Restricted Subsidiary of Holdings (whether now existing or hereafter created or acquired) the financial statements of which are (or should be) consolidated with the financial statements of Holdings in accordance with GAAP; provided, that, for the avoidance of doubt, Unrestricted Subsidiaries and Permitted Joint Ventures are excluded from this definition of Consolidated Subsidiary."

""Contributed Midstream Assets" means the Chisolm Trail Refrigeration Plant and other gathering, processing and compression facilities located in the Merge play in Central Oklahoma."

""Current Assets" means, as of any date of determination, without duplication, the sum of all amounts that would, in accordance with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of Holdings and its Consolidated Subsidiaries at such date, plus the unused Commitments, but excluding all non-cash assets under FASB ASC Topic 815."

""Current Liabilities" means, as of any date of determination, without duplication, the sum of all amounts that would, in accordance with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a consolidated balance sheet of Holdings and its Consolidated Subsidiaries on such date, but excluding (a) all non-cash obligations under FASB ASC Topic 815 and (b) the current portion of the Loans under this Agreement."

""Current Ratio" means, with respect to Holdings and its Consolidated Subsidiaries for any date of determination, the ratio of (a) Current Assets as of the last day of the most recently ended Fiscal Quarter (which may be such date of determination) to (b) Current Liabilities on such day."

""Domestic Subsidiary" means any Subsidiary (whether a Restricted Subsidiary or an Unrestricted Subsidiary) that is organized under the laws of the United States of America or any state thereof or the District of Columbia."

""EBITDA" means, for any period, on a consolidated basis for Holdings and its Consolidated Subsidiaries, (a) Consolidated Net Income for such period plus (b) the following expenses or charges to the extent deducted in the calculation of Consolidated Net Income for such period: (i) exploration expenses, (ii) Interest Expense, (iii) income or franchise taxes, (iv) depreciation, depletion, amortization and other non-cash charges and losses, (v) documented and reasonable non-Affiliate third party fees, costs and expenses paid for attorneys, accountants, bankers and other advisors incurred in connection with (x) sales of Property or (y) issuance of Equity Stock by the Borrower, Parent, or Holdings, including without limitation thereof, an initial public offering, in each case to the extent such non-Affiliate third party fees, costs and expenses are fully paid from the gross proceeds of such (x) sales of Property or (y) issuance of Equity Stock by the Borrower, Parent, or Holdings; (vi) any losses from an early unwind of any Swap Agreement; (vii) costs, expenses and charges incurred in connection with the Permitted Transactions; and (viii) fees and expenses incurred during such period pursuant to the Chapter 11 plan of reorganization, and any restructuring, severance, termination and other costs, expenses or charges incurred in connection with the acquisition or disposition of any assets, entity or line of business permitted hereunder, the closure or consolidation of facilities, the termination or modification of contracts or any benefit or employee plans, minus (c) the following income or gains to the extent included in the calculation of Consolidated Net Income for such period: (i) all interest income, (ii) all non-cash income and gains, (iii) all cancellation of debt income and (iv) any gains from an early unwind of any Swap Agreement; provided, that aggregate amount of all add-backs described in clauses (vii) and (viii) above shall constitute no more than ten percent (10%) in the aggregate of EBITDA for any four quarter testing period and in each case shall have been incurred during such measurement period ending on or prior to March 31, 2018; provided, further, that, other than for purposes of

calculating Available Cash, if the Borrower or any Consolidated Subsidiary shall acquire or dispose of any Property (including Equity Interests of a Subsidiary or any Permitted Transaction) during such period, then, to the extent not reflected in the pro forma calculation of Consolidated Net Income, EBITDA shall be calculated after giving pro forma effect to such acquisition or disposition, as if such acquisition or disposition had occurred on the first day of such period; provided, further that no such pro forma calculation shall be required for acquisitions or dispositions, in the ordinary course of business that in the aggregate are less than the lesser of (x) $50,000,000 and (y) five percent (5%) of the Borrowing Base; provided, further, for the first three full fiscal quarters after the First Amendment Effective Date (other than for purposes of calculating Available Cash), EBITDA shall be calculated on an annualized basis as follows: (1) for fiscal quarter ending June 30, 2017, EBITDA shall be calculated as EBITDA for fiscal quarter ending June 30, 2017 *times* 4, (2) for fiscal quarter ending September 30, 2017, EBITDA shall be calculated as EBITDA for fiscal quarters ending June 30, 2017 and September 30, 2017 *times* 2 and (3) for fiscal quarter ending December 31, 2017, EBITDA shall be calculated as EBITDA for fiscal quarters ending June 30, 2017, September 30, 2017 and December 31, 2017 *times* four-thirds."

""Financial Statements" means as of the date specified for delivery in accordance with Section 6.01 or Section 8.01, each of (a) the consolidated pro forma fresh start accounting balance sheet of Obligors, (b) the consolidated fresh start accounting balance sheet of the Obligors, (c) each consolidated and consolidating balance sheet and related statements of operations, cash flows, and as applicable, member's or shareholder's equity, as at the applicable reporting period end, in each case, as set forth in Sections 8.01(a) and (b) for Holdings and its Consolidated Subsidiaries."

""First Amendment" means that certain First Amendment and Consent dated as of May 31, 2017."

""First Amendment Effective Date" means May 31, 2017."

""Foreign Subsidiary" means any Subsidiary (whether a Restricted Subsidiary or an Unrestricted Subsidiary) that is not a Domestic Subsidiary."

""Leverage Ratio" means, on any date of determination, the ratio of (a) Total Net Debt as of such date to (b) EBITDA for the twelve month period ending on such date of determination or, if applicable, the annualized amount calculated in accordance with the definition of "EBITDA" for the first three quarters following the First Amendment Effective Date."

""Merge Assets" means Oil and Gas Properties located in the Merge play in Central Oklahoma, primarily in southern Canadian and northern Grady counties."

““Non-Conforming Period Termination Date” means the First Amendment Effective Date.”

““Notes” means the Revolving Loan Notes.”

““Permitted Joint Venture” means a Joint Venture structured as a limited liability company or a corporation that (a) is not controlled by an Obligor, and (b) receives a contribution of all or a substantial part of the (i) the Merge Assets, (ii) the Scoop/Stack Assets, and/or (iii) Contributed Midstream Assets in a Permitted Transaction.”

““Permitted Transaction” means any transaction otherwise permitted by this Agreement occurring on or before April 1, 2018 whereby the applicable Obligor contributes to either (a) a Permitted Joint Venture or (b) pursuant to Section 9.18 any newly formed Unrestricted Subsidiary all or substantially all of any of (a) the Merge Assets, (b) the Scoop/Stack Assets and/or (c) the Contributed Midstream Assets; provided, however, that such contribution may be made only if, at the time of entering into the definitive documentation for such Permitted Transaction, there shall not exist, occur or be continuing any Default or Event of Default; provided, further, that the terms of such documentation shall not result in a Default or Event of Default.”

““Restricted Payment” means any dividend or other distribution (whether in cash, securities or other Property) with respect to any Equity Interests in the Obligors or their respective Subsidiaries, or any payment (whether in cash, securities or other Property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in the Obligors or their respective Subsidiaries or any option, warrant or other right to acquire any such Equity Interests in the Obligors or their respective Subsidiaries; or any Investment in an Unrestricted Subsidiary or Permitted Joint Venture, other than a Permitted Transaction.”

““Restricted Subsidiary” means any Subsidiary of the Borrower that is not an Unrestricted Subsidiary.”

““Scoop / Stack Assets” means Oil and Gas Properties located in the STACK play in North Western Oklahoma, north of the Merge, primarily in Blaine and Major counties.”

““Subsidiary” of a Person means (a) a corporation, partnership, joint venture, limited liability company or other business entity of which Equity Interests representing more than 50% of the ordinary voting power to elect a majority of the board of directors, managers or other governing body (irrespective of whether or not at the time Equity Interests of any other class or classes of such Person shall have or might have voting power by reason of the happening of any contingency) are at the time owned or controlled by such Person or one or more

of its Subsidiaries or by such Person and one or more of its Subsidiaries, and (b) any partnership of which such Person or any of its Subsidiaries is a general partner. Unless otherwise indicated herein, each reference to the term "Subsidiary" means a Restricted Subsidiary or Foreign Subsidiary of the Obligors and does not include an Unrestricted Subsidiary.

""Subsidiary Guarantor" means each direct and indirect subsidiary of Borrower that is a Restricted Subsidiary."

""Term Lenders" as of the First Amendment Effective Date there are no Term Lenders."

""Term Loan Commitment" as of the First Amendment Effective Date there are no Term Loan Commitments outstanding."

""Term Loans" as of the First Amendment Effective Date there are no Term Loans outstanding."

""Unrestricted Subsidiary" means any Subsidiary of the Borrower that is a limited liability company or a corporation designated as an Unrestricted Subsidiary from time to time in writing to the Administrative Agent to be an Unrestricted Subsidiary pursuant to Section 9.18."

1.2 Amendment to Articles VII, VIII, XI, and XII. To the extent not otherwise amended herein, each of Sections 7.06, 7.08, 7.09, 7.23 and 7.24, Sections 8.01(q), 8.02, 8.04, and 8.14, Article XI, Article XII (other than Sections 12.02, 12.08, 12.11, and 12.14) are hereby amended to change each reference to the respective "Subsidiary" or "Subsidiaries" of an Obligor to read as a "Subsidiary and Unrestricted Subsidiary" or "Subsidiaries and Unrestricted Subsidiaries," or "Subsidiary or Unrestricted Subsidiary" or "Subsidiaries or Unrestricted Subsidiaries," as the context requires.

1.3 Section 2.09. Consistent with the indefeasible payment in full of the Term Loans, the text of Section 2.09 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"2.09 Term Loans.

(a) Funding of Term Loans. As of the First Amendment Effective Date, there are no Term Loan Lenders.

(b) Loans and Borrowings. As of the First Amendment Effective Date, there are no Term Loans outstanding, all Term Loan Commitments have been terminated.

(c) Requests for Borrowing. Requests for Term Loan Borrowings are not permitted from and after the First Amendment Effective Date."

1.4 Amendment to Section 7.14. Section 7.14 is hereby amended by adding the following to the end of the first sentence thereof following the words "indirect Subsidiaries," ", Unrestricted Subsidiaries or Permitted Joint Ventures."

1.5 Amendment to Section 9.01.

(a) Section 9.01(b) is hereby amended by deleting such Section in its entirety and replacing it with:

"(b) Maximum Leverage Ratio. Beginning with fiscal quarter ending September 30, 2017, the Obligors will not permit the Leverage Ratio for Holdings and its Consolidated Subsidiaries as at the last date of such applicable period then ended to exceed 4.00 to 1.00."

(b) Section 9.01 is hereby further amended by adding a new subparagraph (c) as follows:

"(c) Current Ratio. Beginning with the fiscal quarter ending September 30, 2017, the Obligors will maintain a Current Ratio for Holdings and its Consolidated Subsidiaries of not less than 1.00 to 1.00, to be measured as of the last day of any fiscal quarter for the trailing twelve month period then ended."

1.6 Amendment to Section 9.04. Section 9.04(a) is hereby amended as follows:

(a) Delete Section 9.04(a)(vi) in its entirety and replace it with the following:

"(vi) so long as (A) no Borrowing Base Deficiency, Default or Event of Default has occurred and is continuing or would result therefrom, (B) on a pro forma basis after giving effect thereto, the Leverage Ratio shall be less than 2.50 to 1.00 and (C) on a pro forma basis after giving effect thereto, the amount available for borrowing under the Borrowing Base shall not be less than twenty percent (20%) of the Borrowing Base then in effect, the Borrower may (x) declare and pay dividends or distributions to Parent and each Parent Guarantor may declare and pay dividends or distributions ratably with respect to its Equity Interests and (y) make Investments pursuant to Section 9.05(g)(v) in an aggregate amount for all Investments pursuant to Section 9.04(a)(viii) and this Section 9.04(a)(vi) not to exceed $40,000,000 in the aggregate and amounts available for Restricted Payments under this Section 9.04(a)(vi) shall be reduced by the amount of such Investments; provided, that upon depletion of the amounts permitted for stock repurchases in clause (viii) of this Section 9.04(a), repurchases of Equity Interests shall be permitted subject to the same conditions and limitations set forth for dividends or distributions herein; provided, further, that any such Investments, Equity Interest repurchases, dividends or distributions shall only be paid, if otherwise permitted, in an aggregate amount not to exceed Available Cash."

(b) Add a new Section 9.04(a)(viii) as follows:

"(viii) so long as no Event of Default has occurred and is continuing or would result therefrom, the Borrower or any Subsidiary may, in good faith, pay (or make Restricted Payments to allow any Obligor that is a direct or indirect parent thereof to pay or make Restricted Payments and each such Obligor that is a direct or indirect parent thereof may make such Restricted Payments) for (x) dividends or distributions ratably to all holders of Equity Interests, (y) the repurchase, retirement or other acquisition or retirement for value of Equity Interests of it or any direct or indirect parent thereof, or (z) to make an Investment permitted pursuant to Section 9.05(g)(v), in an aggregate amount not-to-exceed $75,000,000 during the term of this Agreement; provided, that not more than $40,000,000 of such amount shall be used for Investments made pursuant to Section 9.05(g)(v) and amounts available for other Restricted Payments under this Section 9.04(a)(viii) shall be reduced by the amount of such Investments; provided, further, that the aggregate amount of all Investments pursuant to this Section 9.04(a)(viii) and Section 9.04(a)(vi) shall not exceed $40,000,000 in the aggregate; provided, further, that from and after May 31, 2018, any such Investments or Restricted Payments will only be permitted so long as (A) no Default or Event of Default has occurred and is continuing or would result therefrom, (B) on a pro forma basis after giving effect thereto, the Leverage Ratio shall be less than 2.50 to 1.00 and (C) on a pro forma basis after giving effect thereto, the amount available for borrowing under the Borrowing Base shall not be less than twenty percent (20%) of the Borrowing Base then in effect."

1.7 Amendment to Section 9.05. Section 9.05 is hereby amended as follows:

(a) Section 9.05(f) of the Credit Agreement is amended to delete the text "[Reserved]." and replace it with the following:

"(f) Investments represented by Equity Interests received in a Permitted Transaction."

(b) Section 9.05(g) is amended to delete the full text in such section in its entirety and replace it with the following:

"(g) Investments (i) directly or indirectly by the Parent or Holdings in the Borrower or any Guarantor; (ii) made by the Borrower in or to any other Subsidiary Guarantor, (iii) made by any Subsidiary that is a Guarantor in or to any other Subsidiary that is a Guarantor, (iv) made by any Subsidiary that is not a Guarantor to any other Subsidiary that is not a Guarantor; and (v) made by the Borrower or any Guarantor in or to any

Unrestricted Subsidiaries or Permitted Joint Ventures which are not Guarantors which do not at any time exceed $40,000,000 in the aggregate; provided, that such Investment in Unrestricted Subsidiaries or Permitted Joint Ventures which are not Guarantors is funded solely from Available Cash from funds that would otherwise be permitted to be used for Restricted Payments pursuant to Section 9.04(a)(vi) or funds that would otherwise be permitted to be used for Restricted Payments pursuant to Section 9.04(a)(viii)."

1.8 Amendment to Section 9.10. Section 9.10 of the Credit Agreement is hereby amended to delete the word "and" appearing before sub-clause (e) and immediately following sub-clause (e) to insert ", and (f) Obligors and their Subsidiaries may engage in any Permitted Transaction."

1.9 Amendment to Section 9.11. Section 9.11 of the Credit Agreement is hereby amended as follows:

(a) Delete Section 9.11(d) in its entirety and replace with the following:

"(d) Farm-outs of undeveloped acreage or acreage to which no Proved Reserves in which the Borrower or any Restricted Subsidiary has an interest are attributable and assignments in connection with such farm-outs (for purposes of this clause, farm-out means any contract whereby any Oil and Gas Property, or any interest therein, may be earned by one party, by the drilling or committing to drill one or more wells by that party, whether directly or indirectly);"

(b) Delete Section 9.11(e) in its entirety and replace with the following:

"(e) Any exchange or swap of assets; provided, that (A) such exchange or swap is for cash and Oil and Gas Property located in the United States and (B) such consideration received in respect of such exchange or swap is equal to or greater than the fair market value of the Property subject of such exchange or swap (as determined in good faith by a Financial Officer); provided, further, that if the Property exchanged or swapped constitutes Oil and Gas Property to which Proved Reserves are attributable, in addition to the foregoing requirements, such exchange or swap shall be subject to compliance with the applicable borrowing base redetermination and mandatory prepayment provisions of Section 2.07(g)(ii) and Section 3.04(c)(vi), in each case, to the same extent as those set forth with respect to Section 9.11(b)(iv) and, assuming for purposes of each Sale that is an exchange of Oil and Gas Properties to which Proved Reserves are attributable, that the Net Cash Proceeds received on account thereof equal the value assigned to the Oil and Gas Properties to which Proved Reserves are attributable that are being disposed of pursuant to such Sale (as determined in good faith by the Administrative Agent); and"

(c) Add a new Section 9.11(f) immediately following Section 9.11(e) that reads in entirety as follows:

"(f) Any Permitted Transaction."

1.10 Amendment to Section 9.18. Section 9.18 of the Credit Agreement is hereby amended by deleting such section in its entirety and replacing it with the following:

"Section 9.18 Designation and Conversion of Restricted and Unrestricted Subsidiaries; Debt of Unrestricted Subsidiaries.

(a) Unless designated as an Unrestricted Subsidiary in a writing delivered to the Administrative Agent in accordance with Section 12.01 in compliance with Section 9.18(b), any Person that is a Subsidiary on the First Amendment Effective Date or becomes a Subsidiary of the Borrower or any of its Subsidiaries thereafter shall be classified as a Restricted Subsidiary and shall be or become an Obligor in accordance with Section 8.13.

(b) Except as otherwise provided herein, and subject to the requirements of this Section 9.18(b), the Borrower may designate any newly formed or newly acquired Subsidiary as an Unrestricted Subsidiary in connection with a Permitted Transaction by written notification thereof delivered to the Administrative Agent prior to such formation or acquisition and certification by a Responsible Officer that the conditions of this Section 9.18(b) have been satisfied and upon the receipt by the Administrative Agent of such notice, such Subsidiary shall be an Unrestricted Subsidiary; provided, however, that such election may be made only if immediately prior to and after giving effect, to such designation, there shall not exist, occur or be continuing any Default or Event of Default and such designation is an Investment in an Unrestricted Subsidiary permitted to be made at the time of such designation under Section 9.05(f) or Section 9.05(g)(v).

(c) So long as (x) no Default or Event of Default is continuing or would be caused by the redesignation, and (y) no Borrowing Base Deficiency would result from the redesignation (unless such redesignation is accompanied by a repayment eliminating such Borrowing Base Deficiency), any Unrestricted Subsidiary may be redesignated as a Restricted Subsidiary at any time."

1.11 Amendment to Section 9.21. Section 9.21 of the Credit Agreement is hereby amended by deleting such section in its entirety and replacing it with the following:

"Section 9.21. Certain Restrictions with respect to Permitted Transactions, Unrestricted Subsidiaries and Permitted Joint Ventures.

(a) Notwithstanding any other provision in this Agreement to the contrary, if an applicable Permitted Transaction has not occurred on or prior to December 31, 2017, then from January 1, 2018 through and including the earliest to occur of (x) April 1, 2018, (y) the date the applicable Permitted Transaction occurs and (z) the date the Borrower delivers a written notice to the Administrative Agent that such Permitted Transaction will not occur and is being abandoned (such earliest date, the "Option Termination Date"), the Obligors will not, and will not permit any of their respective Subsidiaries to invest or otherwise fund any operations, maintenance or other improvement of (a) the Merge Assets, (b) the Scoop/Stack Assets and/or (c) the Contributed Midstream Assets, using the proceeds of the Loans, cash constituting Collateral of the Lenders or proceeds of Collateral; provided, that until the Option Termination Date, so long as (A) no Borrowing Base Deficiency, Default or Event of Default has occurred and is continuing or would result therefrom, (B) on a pro forma basis after giving effect thereto, the Leverage Ratio shall be less than 2.50 to 1.00 and (C) on a pro forma basis after giving effect thereto, the amount available for borrowing under the Borrowing Base shall not be less than twenty percent (20%) of the Borrowing Base then in effect, the Borrower may fund any investment, operating or maintenance cost associated with such assets from such sources, in each case, subject to all other restrictions set forth in this Agreement and subject to the Collateral requirements herein and in the other Loan Documents.

(b) Notwithstanding any other provision in this Agreement to the contrary, none of the Obligors shall make any Investment in any Unrestricted Subsidiary or Permitted Joint Venture; provided, that Obligors may make Investments in any Unrestricted Subsidiary or Permitted Joint Venture to the extent expressly permitted by Section 9.05(g)(v) utilizing proceeds permitted by Section 9.04(a)(vi) and Section 9.04(a)(viii) in an aggregate amount not to exceed $40,000,000.

(c) Notwithstanding any other provision in this Agreement to the contrary, the Obligors:

(i) will cause the management, business and affairs of its Unrestricted Subsidiaries to be conducted in such a manner, including, without limitation, by keeping separate books of account, furnishing separate financial statements of Unrestricted Subsidiaries or Permitted Joint Ventures to creditors and potential creditors thereof and shall not permit Properties of Obligors and their respective Restricted Subsidiaries to be commingled with Properties of Unrestricted Subsidiaries; in each case, so that each Unrestricted Subsidiary and Permitted Joint Venture that is a corporation will be treated as a corporate entity separate and distinct from Obligors and their respective Restricted Subsidiaries;

(ii) will not, and will not permit any of their Restricted Subsidiaries to, incur, assume, guarantee or be or become liable for any Debt of any of the Unrestricted Subsidiaries or Permitted Joint Ventures;

(iii) will not permit any Unrestricted Subsidiary or Permitted Joint Venture to hold any Equity Interest in, or any Debt of, the Borrower or any other Obligor; and

(iv) will not engage in any transactions with, or permit any of their respective Unrestricted Subsidiary or Permitted Joint Venture to engage in any transactions with any Obligor other than transactions that are entered into on an arm's length basis on terms no less favorable to the Obligors than would be obtained from or with another party that is not affiliated with the Obligors."

1.12 Amendment to Section 12.20(b). Section 12.20(b) of the Credit Agreement is hereby amended by inserting "or pursuant to a Permitted Transaction" immediately following the parenthetical that reads "(other than any sale, transfer, conveyance, transfer of other disposition to the Borrower or another Guarantor)" and immediately before the ",".

1.13 Amendment to Annex III. The body of Annex III is deleted in its entirety and replaced with the following: "As of the First Amendment Effective Date, there are no Term Loans outstanding, all Term Loan Commitments have been terminated and there are no Term Loan Lenders."

Section 2. Conforming Amendments to Guaranty Agreement, Security Agreement and Pledge Agreement.

2.1 Security Agreement. The Security Agreement is hereby amended to add to the definition of "Excluded Property" following clause (e)(iii), "or (iv) the Equity Interests issued by, and the Property owned by, any Unrestricted Subsidiary or Permitted Joint Venture only in connection with a Permitted Transaction" and to delete the word "or" immediately prior to clause (iii).

2.2 Pledge Agreement. The Pledge Agreement is hereby amended to: add to the definition of "Excluded Property" following the word "Borrower" at the end of such definition, "or the Equity Interests issued by any Unrestricted Subsidiary or Permitted Joint Venture only in connection with a Permitted Transaction."

2.3 Guaranty Agreement. In the Guaranty Agreement, Section 17 is hereby amended to change each reference to the respective "Subsidiary" or "Subsidiaries" of an Obligor to read as a "Subsidiary and Unrestricted Subsidiary" or "Subsidiaries and Unrestricted Subsidiaries," as the context requires.

Section 3. Consents.

3.1 Swap Agreements. The Administrative Agent and the Majority Lenders, hereby agree to extend the deadline set forth in Section 8.16 of the Credit Agreement for entering into natural gas Swap Agreements for calendar year 2019 from 120 days following the Effective Date to October 1, 2017; provided, that such extension shall only be operative so long as, the Borrower has entered into Swap Agreements which cover all other required volumes under Section 8.16. The Borrower and each other Obligor hereby represents and warrants that all other Swap Agreements required by Section 8.16 are in full force and effect on the First Amendment Effective Date.

3.2 Consent to Borrowing Base Adjustments.

(a) The Oil and Gas Properties referenced in Sections 3.2(b)(1)-(6) below are those described in the public sales and marketing materials for the corresponding Sale of Oil and Gas Properties as previously disclosed in Holdings' Form 8-K filing dated March 3, 2017, and those teaser marketing materials separately provided by the Borrower to the Administrative Agent in connection with this First Amendment (which such teaser marketing materials are available from the Administrative Agent on request.

(b) The Borrowing Base reductions required pursuant to Section 2.07 of the Credit Agreement pursuant to a Sale of the Oil and Gas Properties set forth below shall be in the amount set forth for each such Oil and Gas Property below and shall be effective immediately upon closing of each such respective Sale. There shall be no further adjustment of the Borrowing Base in connection with each such Sale; provided, that each reduction set forth below shall only be effective with respect to Sales of the below listed Properties occurring prior to October 1, 2017, and thereafter any required adjustments shall be as set forth in the Credit Agreement. For the avoidance of doubt, the security interest in the below listed assets in favor of the Administrative Agent for the benefit of the Lenders and the Administrative Agent shall remain in full force and effect and shall not be released until the applicable Sale occurs and any applicable payments required pursuant to Section 3.04(c)(vi) of the Credit Agreement have been made contemporaneously with such Sale. The Borrowing Base adjustments for each respective Sale of Oil and Gas Properties set forth below shall be as follows:

(1) South Texas assets: $30,000,000;

(2) Brea Olinda Field, California assets: $95,000,000;

(3) Kern County, California assets (the "Hill" assets): $110,000,000;

(4) Salt Creek Field, Wyoming assets: $35,000,000;

(5) Williston Basin, North Dakota assets: $110,000,000; and

(6) Permian Basin, Texas assets: $90,000,000.

(c) New Borrowing Base Notice. This Section 3.2 constitutes a New Borrowing Base Notice in accordance with Section 2.07 of the Credit Agreement with respect to each Borrowing Base adjustment made pursuant to a Sale of each of the Oil and Gas Properties set forth above in Sections 3.2(b)(1)-(6) to the extent such Sale occurs prior to October 1, 2017.

(d) Consent to Borrowing Base Reduction. From and after the Non-Conforming Period Termination Date until the next redetermination or adjustment pursuant to the Credit Agreement, the Non-Conforming Borrowing Base shall be terminated pursuant to the terms of Section 2.07(a) and each of the Administrative Agent, the Required Revolving Lenders and the Obligors hereby consent that the Borrowing Base shall be equal to $1,000,000,000. This Section 3.2 constitutes a New Borrowing Base Notice in accordance with Section 2.07 of the Credit Agreement with respect to such reduction.

(e) Consent to early additional Borrowing Base Redetermination. The Borrower and each other Obligor hereby consents to a Borrowing Base Redetermination to occur on October 1, 2017. In connection with such Borrowing Base Redetermination, the Obligors covenant and agree that they will comply with Section 8.11, Section 8.12 and Section 8.13 in all respects as if such voluntary Borrowing Base Redetermination were a Scheduled Redetermination. In addition, the Borrower and the Obligors agree that upon request of the Required Revolving Lenders, if all of the Permitted Transactions have not occurred on or before October 1, 2017, the Administrative Agent may request an additional Borrowing Base Redetermination.

Section 4. Representations and Warranties: To induce Administrative Agent and the Lenders to enter into this First Amendment, each Obligor hereby represents and warrants to the Administrative Agent and the Lenders as of the date hereof, after giving effect to the terms of this First Amendment:

4.1 that the execution, delivery and performance of this First Amendment has been duly authorized by all requisite corporate action on the part of each Obligor, and that this First Amendment has been duly executed and delivered by such Obligor and is enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally at law or by equitable principles relating to enforceability;

4.2 all of the representations and warranties contained in each Loan Document to which it is a party are true and correct in all material respects (except those which have a materiality qualifier, which shall be true and correct as so qualified), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall continue to be true and correct as of such specified earlier date;

4.3 no Default or Event of Default has occurred and is continuing; and

4.4 no event or events have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 5. Conditions Precedent to First Amendment. Notwithstanding anything to the contrary contained herein, the effective date of this First Amendment is subject to the satisfaction of the following conditions precedent (collectively, the "Conditions Precedent to First Amendment"), or waiver in accordance with Section 12.02 of the Credit Agreement, in each case, in form and substance satisfactory to the Administrative Agent:

5.1 Jonah Sale. The Borrower shall have provided evidence reasonably satisfactory to the Administrative Agent and the Lenders that the Jonah Sale has occurred.

5.2 Loan Payments. The Borrower shall have caused the Net Cash Proceeds of the Jonah Sale in an aggregate amount not less than $500 million: (a) to pay the outstanding principal and accrued but unpaid interest then due and payable on the Term Loan, until the Term Loan has been indefeasibly paid in full; and (b) to pay the outstanding principal and accrued but unpaid interest then due and payable on the Revolving Loan to the full extent of the remaining Net Cash Proceeds of the Jonah Sale.

5.3 Fees and Expenses. The Administrative Agent shall have received payment in full of (a) the fees set forth in the First Amendment Fee Letter (as defined in Section 6 below), together with all fees and other amounts associated with the transactions contemplated by this First Amendment; and (b) reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower in accordance with Section 12.03 of the Credit Agreement.

5.4 Solvency Certificate. The Administrative Agent shall have received a Solvency Certificate from a Financial Officer of the Borrower certifying that (a) the Borrower and (b) the Borrower and the other Obligors, taken as a whole, are Solvent.

5.5 Execution and Delivery. The Administrative Agent shall have received from Lenders constituting Required Revolving Lenders, the Borrower and the Guarantors, counterparts (in such number as may be requested by the Administrative Agent) of this First Amendment duly executed on behalf of each such Person.

The Administrative Agent is hereby authorized and directed to declare this First Amendment to be effective when it has received documents confirming or certifying, to the satisfaction of the Administrative Agent, compliance with the Conditions Precedent to First Amendment or the waiver of such conditions as permitted in Section 12.02 of the Credit Agreement. Such declaration shall be final, conclusive and binding upon all parties to the Credit Agreement for all purposes.

Section 6. Miscellaneous.

6.1 Loan Document. This First Amendment is a Loan Document.

6.2 Payment of Amendment Fees and Expenses.

(a) In addition to expenses described in subparagraph (b) to this Section 6.2, the Borrower shall pay to the Administrative Agent the fees set forth in a fee letter dated as of even date with this First Amendment ("First Amendment Fee Letter"). Such fees shall be fully due and payable on the First Amendment Effective Date and shall be fully earned and non-reimbursable when paid.

(b) In accordance with Section 12.03 of the Credit Agreement, the Borrower agrees to pay or reimburse the Administrative Agent for all of its reasonable out-of-pocket costs and reasonable expenses incurred in connection with this First Amendment, any other documents prepared in connection herewith and the transactions contemplated hereby, including, without limitation, the reasonable fees and disbursements of counsel to the Administrative Agent.

6.3 Ratification and Affirmation. Each of the Borrower and the Guarantors hereby (a) acknowledges the terms of this First Amendment; (b) ratifies and affirms (i) its obligations under, and acknowledges its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect as expressly amended hereby, and (ii) that the Liens created by the Loan Documents to which it is a party are valid and continuing and secure the Indebtedness in accordance with the terms thereof, after giving effect to this First Amendment.

6.4 Release. Borrower and each other Obligor hereby releases and discharges Administrative Agent, Lenders and their respective directors, officers, employees, agents, advisors and each of their respective Affiliates (each a "Releasee" and collectively the "Releasees"), from any and all actual or potential claims of any kind whatsoever related to or arising out of the Credit Agreement, as amended hereby, the other Loan Documents, as amended hereby, or the transactions contemplated thereby, which any Borrower and/or any Obligor has had, now has or has made claim to have against any Releasee for or by reason of any act, omission, or thing whatsoever (each a "Claim" and collectively, "Claims") arising at any point through and including the First Amendment Effective Date, other than any and all Claims, rights and defenses or causes of action relating to any lawsuits pending as of the First Amendment Effective Date, any Claims arising from actual fraud, gross negligence, or willful misconduct of such Releasee, and any Claims arising from any Releasee's obligations under this First Amendment.

6.5 The execution, delivery and effectiveness of this First Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor, except as expressly provided herein, constitute a waiver or amendment of any provision of any of the Loan Documents.

6.6 Construction. Section or paragraph headings or captions used in this First Amendment are for convenience only, and shall not affect the construction of any provision contained in this First Amendment. Rules of construction contained in Section 1.04 of the Credit Agreement are incorporated herein by reference.

6.7 Severability. Any provision of this First Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6.8 Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6.9 Confirmation. The provisions of the Credit Agreement, as amended by this First Amendment, shall remain in full force and effect following the effectiveness of this First Amendment. Upon and after the execution of this First Amendment by each of the parties hereto, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as modified hereby.

6.10 Counterparts. This First Amendment may be executed by one or more of the parties hereto in any number of separate counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of this First Amendment by facsimile transmission or other electronic delivery shall be effective as delivery of a manually executed counterpart hereof.

6.11 **NO ORAL AGREEMENT. THIS FIRST AMENDMENT, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS EXECUTED IN CONNECTION HEREWITH AND THEREWITH REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR UNWRITTEN ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO SUBSEQUENT ORAL AGREEMENTS AMONG THE PARTIES.**

6.12 GOVERNING LAW. THIS FIRST AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.

[Remainder of Page Intentionally Left Blank—Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed as of the date first written above.

BORROWER: **LINN ENERGY HOLDCO II LLC**

By: /s/ Candice J. Wells
Name: Candice J. Wells
Senior Vice President, General Counsel and Corporate Secretary

PARENT GUARANTOR: **LINN ENERGY HOLDCO LLC**

By: /s/ Candice J. Wells
Name: Candice J. Wells
Senior Vice President, General Counsel and Corporate Secretary

PARENT GUARANTOR: **LINN ENERGY, INC.**

By: /s/ Candice J. Wells
Name: Candice J. Wells
Senior Vice President, General Counsel and
Corporate Secretary

SUBSIDIARY GUARANTORS: **LINN OPERATING, LLC**

By: /s/ Candice J. Wells
Name: Candice J. Wells
Senior Vice President, General Counsel and
Corporate Secretary

LINN MIDSTREAM, LLC

By: /s/ Candice J. Wells
Name: Candice J. Wells
Senior Vice President, General Counsel and
Corporate Secretary

LINN ENERGY HOLDINGS, INC.

By: /s/ Candice J. Wells
Name: Candice J. Wells
Senior Vice President, General Counsel and Corporate Secretary

LINN MIDWEST ENERGY, LLC

By: /s/ Candice J. Wells
Name: Candice J. Wells
Senior Vice President, General Counsel and Corporate Secretary

LINN MARKETING, LLC

By: /s/ Candice J. Wells
Name: Candice J. Wells
Senior Vice President, General Counsel and Corporate Secretary

[Signature Page to LINN First Amendment]

Wells Fargo Bank, N.A.

By: /s/ Patrick Fults
Name: Patrick Fults
Title: Director

[Signature Page to LINN First Amendment]

Whitney Bank

By: /s/ Liana Tchernysheva
Liana Tchernysheva
Senior Vice President

[Signature Page to LINN First Amendment]

PNC Bank, N.A.

By: /s/ John Ataman
Name: John Ataman
Title S.V.P.

[Signature Page to LINN First Amendment]

Societe Generale, as a Lender

By: /s/ Max Sonnonstine
Name: Max Sonnonstine
Title Director

[Signature Page to LINN First Amendment]

AG Energy Funding, LLC

By: /s/ Todd Dittmann
Name: Todd Dittmann
Title Authorized Person

[Signature Page to LINN First Amendment]

CITIZENS BANK, N.A.

By: /s/ David W. Stack
Name: David W. Stack
Title Senior Vice President

[Signature Page to LINN First Amendment]

BSP Special Situations Master A LP,

By: Benefit Street Partners Special Situations GP L.P., its general partner

By: Benefit Street Partners Special Situations Ultimate GP L.L.C., its general partner

By: /s/ Nina Baryski
Name: Nina Baryski
Title Authorized Signer

[Signature Page to LINN First Amendment]

SEI Energy Debt Fund, L.P,
By: Benefit Street Partners L.L.C., its Sub-Advisor

By: /s/ Nina Baryski
Name: Nina Baryski
Title Authorized Signer

[Signature Page to LINN First Amendment]

Canadian Imperial Bank of Commerce,
New York Branch

By: /s/ Charles D. Mulkeen
Name: Charles D. Mulkeen
Title Executive Director

[Signature Page to LINN First Amendment]

BP Energy Company

By: /s/ Timothy Yee
Name: Timothy Yee
Title Attorney-in-Fact

[Signature Page to LINN First Amendment]

Associated Bank, NA

By: /s/ Brett P. Stone
Name: Brett P. Stone
Title Senior Vice President

[Signature Page to LINN First Amendment]

Royal Bank of Canada

By: /s/ Leslie P. Vowell
Name: Leslie P. Vowell
Title Attorney-in-Fact

[Signature Page to LINN First Amendment]

Morgan Stanley Bank, N.A.

By: /s/ Dmitriy Barskiy
Name: Dmitriy Barskiy
Title Authorized Signatory

[Signature Page to LINN First Amendment]

Toronto Dominion (New York) LLC

By: /s/ Annie Dorval
Name: Annie Dorval
Title Authorized Signatory

[Signature Page to LINN First Amendment]

KEYBANK NATIONAL ASSOCIATION

By: /s/ John Dravenstott
Name: John Dravenstott
Title Vice President

[Signature Page to LINN First Amendment]

CARGILL, INCORPORATED

DocuSigned by:

By: /s/ Tyler Smith
3DEB5F5BE904411

Name: Tyler Smith
Title Authorized Signer

[Signature Page to LINN First Amendment]

SUNTRUST BANK

By: /s/ William S. Krueger
Name: William S. Krueger
Title First Vice President

[Signature Page to LINN First Amendment]

COMPASS BANK

By: /s/ Rachel Festervand
Name: Rachel Festervand
Title Sr. Vice President

[Signature Page to LINN First Amendment]

Banc of America Credit Products, Inc

By: /s/ Bryan Dodgins
Name: Bryan Dodgins
Title Officer

[Signature Page to LINN First Amendment]

Mizuho Bank Ltd.

By: /s/ Leon Mo
Name: Leon Mo
Title Authorized Signatory

[Signature Page to LINN First Amendment]

Bank of America, N.A.

By: /s/ Edna Aguilar Mitchell
Name: Edna Aguilar Mitchell
Title Director

[Signature Page to LINN First Amendment]

The Huntington National Bank

By: /s/ Stephen Hoffman
Name: Stephen Hoffman
Title Managing Director

[Signature Page to LINN First Amendment]

Credit Agricole Corporate and Investment Bank

By: /s/ Kathleen Sweeney
Name: Kathleen Sweeney
Title Managing Director

By: /s/ Pierre-Alain Bennaim
Name: Pierre-Alain Bennaim
Title Managing Director

[Signature Page to LINN First Amendment]

NextEra Energy Marketing, LLC

By: /s/ Craig Shapiro
Name: Craig Shapiro
Title Vice President

[Signature Page to LINN First Amendment]

Fifth Third Bank, an Ohio Banking Corporation

By: /s/ David R. Garcia
Name: David R. Garcia
Title Vice President

[Signature Page to LINN First Amendment]

Apollo Credit Master Fund Ltd.
By: Apollo ST Fund Management LLC, as its Collateral Manager

By: /s/ Joseph Glatt
Name: Joseph Glatt
Title Vice President

[Signature Page to LINN First Amendment]

ABN AMRO CAPITAL USA LLC

By: /s/ Illegible
Name: Illegible
Title Executive Director

By: /s/ Vincent E. Lisanti
Name: Vincent E. Lisanti
Title Managing Director

[Signature Page to LINN First Amendment]

DNB Capital LLC

By: /s/ Byron Cooley
Name: Byron Cooley
Title Senior Vice President

By: /s/ James Grubb
Name: James Grubb
Title Vice President

[Signature Page to LINN First Amendment]

Barclays Bank PLC

By: /s/ Christopher Aitkin
Name: Christopher Aitkin
Title Assistant Vice President

[Signature Page to LINN First Amendment]

JPMorgan Chase Bank, N.A.

By: /s/ Anson Williams
Name: Anson Williams
Title Authorized Officer

[Signature Page to LINN First Amendment]

CITIBANK, N.A.

By: /s/ Paul Giarratano
Name: Paul Giarratano
Title 5/24/17

[Signature Page to LINN First Amendment]

BANK OF MONTREAL

By: /s/ James V. Ducote
Name: James V. Ducote
Title Managing Director

[Signature Page to LINN First Amendment]

UBS AG, Stamford Branch, as a Lender

By: /s/ Kenneth Chin
Name: Kenneth Chin
Title Director

By: /s/ Darlene Arias
Name: Darlene Arias
Title Director

[Signature Page to LINN First Amendment]

ING Capital LLC

By: /s/ Juli Bieser
Name: Juli Bieser
Title Managing Director

By: /s/ Josh Strong
Name: Josh Strong
Title Director

[Signature Page to LINN First Amendment]

BNP PARIBAS

By: /s/ Vincent Trapet
Name: Vincent Trapet
Title Director

By: /s/ Sriram Chandrasekaran
Name: Sriram Chandrasekaran
Title Director

[Signature Page to LINN First Amendment]

CAPITAL ONE, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Laurel Varney
Name: Laurel Varney
Title VP

[Signature Page to LINN First Amendment]

Macquarie Bank Limited

By: /s/ Robert Trevena
Name: Robert Trevena
Title Division Director

By: /s/ Nathan Booker
Name: Nathan Booker
Title Division Director

[Signature Page to LINN First Amendment]

The Bank of Nova Scotia

By: /s/ Marc Graham
Name: Marc Graham
Title Director

[Signature Page to LINN First Amendment]

SUMITOMO MITSUI BANKING CORPORATION

By: /s/ Toshitake Funaki
Name: Toshitake Funaki
Title Managing Director

[Signature Page to LINN First Amendment]

NZC Guggenheim Master Fund Limited
BY: Guggenheim Partners Investment Management, LLC as Manager

By: /s/ Kaitlin Trinh
Name: Kaitlin Trinh
Title Authorized Person

[Signature Page to LINN First Amendment]

Guggenheim Energy & Income Fund
By: Guggenheim Partners Investment Management, LLC as Sub-Advisor

By: /s/ Kaitlin Trinh
Name: Kaitlin Trinh
Title Authorized Person

[Signature Page to LINN First Amendment]

Maverick Enterprises, Inc.
By: Guggenheim Partners Investment Management, LLC as Investment Manager

By: /s/ Kaitlin Trinh
Name: Kaitlin Trinh
Title Authorized Person

[Signature Page to LINN First Amendment]

Guggenheim Funds Trust – Guggenheim Macro Opportunities Fund
By: Guggenheim Partners Investment Management, LLC

By: /s/ Kaitlin Trinh
Name: Kaitlin Trinh
Title Authorized Person

[Signature Page to LINN First Amendment]

DEUTSCHE BANK AG NEW YORK BRANCH

By: /s/ Marcus Tarkington
Name: Marcus Tarkington
Title Director

By: /s/ Dusan Lazarov
Name: Dusan Lazarov
Title Director

[Signature Page to LINN First Amendment]

U.S. Bank National Association

By: /s/ James P. Cecil
Name: James P. Cecil
Title Vice President

[Signature Page to LINN First Amendment]

GOLDMAN SACHS LENDING PARTNERS LLC

By: /s/ Meghan Sullivan
Name: Meghan Sullivan
Title Authorized Signatory

[Signature Page to LINN First Amendment]

Natixis, New York Branch

By: /s/ Kenyatta Gibbs
Name: Kenyatta Gibbs
Title Director

By: /s/ Brice Le Foyer
Name: Brice Le Foyer
Title Director

[Signature Page to LINN First Amendment]

[Comerica Bank]

By: /s/ Chad Stephenson
Name: Chad Stephenson
Title Vice President

[Signature Page to LINN First Amendment]

Exhibit 10.19

CREDIT AGREEMENT

DATED AS OF AUGUST 4, 2017,

AMONG

LINN ENERGY HOLDCO II LLC,
AS BORROWER,

LINN ENERGY HOLDCO LLC,
AS PARENT,

LINN ENERGY, INC.,
AS HOLDINGS

ROYAL BANK OF CANADA,
AS ADMINISTRATIVE AGENT,

CITIBANK, N.A.,
AS SYNDICATION AGENT,

BARCLAYS BANK PLC
JPMORGAN CHASE BANK, N.A.
MORGAN STANLEY SENIOR FUNDING, INC., AND
PNC BANK NATIONAL ASSOCIATION,
AS CO-DOCUMENTATION AGENTS

AND

THE LENDERS PARTY HERETO FROM TIME TO TIME

JOINT LEAD ARRANGERS AND JOINT BOOK RUNNERS

RBC CAPITAL MARKETS
CITIGROUP GLOBAL MARKETS, INC.

Table of Contents

ANNEXES, EXHIBITS AND SCHEDULES

THIS CREDIT AGREEMENT dated as of August 4, 2017, is among Linn Energy Holdco II LLC, a limited liability company duly formed and existing under the laws of the State of Delaware (the "Borrower"); Linn Energy Holdco LLC, a limited liability company duly formed and existing under the laws of the State of Delaware ("Parent"); Linn Energy, Inc., a corporation duly formed and existing under the laws of the State of Delaware ("Holdings"); each of the Lenders from time to time party hereto; Royal Bank of Canada (in its individual capacity, "RBC"), as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent"); Citibank, N.A., as syndication agent for the Lenders (the "Syndication Agent") and Barclays Bank PLC, JPMorgan Chase Bank, N.A., Morgan Stanley Senior Funding, Inc. and PNC Bank National Association, as co-documentation agents for the Lenders (collectively, the "Documentation Agents").

R E C I T A L S

A. The Borrower has requested that the Lenders provide certain loans to and extensions of credit on behalf of the Borrower.

B. The Lenders have agreed to make such loans and extensions of credit subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained herein and of the loans, extensions of credit and commitments hereinafter referred to, the parties hereto agree as follows:

ARTICLE I
Definitions and Accounting Matters

Section 1.01 Terms Defined Above. As used in this Agreement, each capitalized term defined above has the meaning indicated above.

Section 1.02 Certain Defined Terms. As used in this Agreement, the following capitalized and other terms have the meanings specified below:

"ABR", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"Account Control Agreement" shall mean, as to any Deposit Account or Securities Account of any Obligor, an agreement or agreements in form and substance reasonably acceptable to the Administrative Agent among such Obligor owning such Deposit Account or Securities Account, the Administrative Agent and, as applicable, the depositary bank, securities intermediary, securities broker or any other Person with respect thereto, which agreement or agreements result in perfected Liens in favor of the Administrative Agent for the benefit of the Lenders in such Deposit Account or Securities Account and grant to the Administrative Agent authority to preclude such Obligor from withdrawing funds, cash equivalents or securities from such account and authorize the Administrative Agent to direct the transfer of the cash, cash equivalents, securities and proceeds thereof contained in such Deposit Account or Securities Account to the Administrative Agent's collateral account (which authority the Administrative Agent will not exercise unless an Event of Default has occurred and is continuing).

"Accounting Changes" means changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Public Company Accounting Oversight Board, the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the Securities and Exchange Commission (or successors thereto, or agencies with similar functions).

"Adjusted LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

"Administrative Agent" has the meaning assigned to such term in the preamble.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Loans" has the meaning assigned to such term in Section 5.05.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. Solely for purposes of this definition, any Person that owns directly or indirectly 10% or more of the Equity Interests having ordinary voting power for the election of directors or other governing body of a Person will be deemed to "control" such other Person.

"Aggregate Maximum Credit Amounts" at any time shall equal the sum of the Maximum Credit Amounts, as the same may be reduced or terminated pursuant to Section 2.06. The initial Aggregate Maximum Credit Amounts of the Lenders is $500,000,000.

"Agreement" means this Credit Agreement, as the same may from time to time be amended, restated, amended and restated, supplemented or otherwise modified.

"Alternate Base Rate" means, for any day, a rate per annum equal to the highest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1%, and (c) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%; provided that, for the avoidance of doubt, the Adjusted LIBO Rate for any day shall be based on the rate appearing on the Reuters Screen LIBOR01 Page (or on any successor or substitute page of such service, or any successor to or substitute for such service, providing rate quotations comparable to those currently provided on such page of such service, as determined by the Administrative Agent from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market), rounded upwards, if necessary, to the next 1/100 of 1% at which dollar deposits with a one month maturity are offered at approximately 11:00 a.m., London time, on such day (or the immediately preceding Business Days if such day is not a Business Day). Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate, respectively.

"AML Laws" means all laws, rules, and regulations of any jurisdiction applicable to any Lender, the Borrower, the Borrower's Subsidiaries or any other Obligor or its Subsidiaries from time to time concerning or relating to anti-money laundering.

"Anti-Corruption Laws" means all laws, rules, and regulations of the United States, the European Union, the United Kingdom, the United Nations, or any jurisdiction applicable to the Borrower, the Borrower's Subsidiaries or any other Obligor or its Subsidiaries from time to time concerning or relating to bribery or corruption.

"Applicable Margin" means, for any day, with respect to any ABR Loan or Eurodollar Loan, or with respect to the Commitment Fee Rate, as the case may be, the rate per annum set forth in the Borrowing Base Utilization Grid below based upon the Borrowing Base Utilization Percentage then in effect:

Borrowing Base Utilization Grid

Borrowing Base Utilization Percentage	*£25.0%*	*>25.0% £50.0%*	*>50.0% £ 75.0%*	*>75.0% £90.0%*	*>90.0%*
ABR Loans	1.50%	1.75%	2.00%	2.25%	2.50%
Eurodollar Loans	2.50%	2.75%	3.00%	3.25%	3.50%
Commitment Fee Rate	0.50%	0.50%	0.50%	0.50%	0.50%

Each change in the Applicable Margin shall apply during the period commencing on the effective date of such change in the Borrowing Base Utilization Percentage and ending on the date immediately preceding the effective date of the next such change, provided, that if at any time the Borrower fails to deliver a Reserve Report pursuant to Section 8.11(a), then until delivery of such Reserve Report, the "Applicable Margin" shall mean the rate per annum set forth on the grid when the Borrowing Base Utilization Percentage is at its highest level.

"Applicable Percentage" means, with respect to any Lender at any time, the percentage of the Aggregate Maximum Credit Amounts represented by such Lender's Maximum Credit Amount at such time; provided that, if the Commitments have terminated or expired, each Lender's Applicable Percentage shall be determined based upon the Commitments most recently in effect. The Applicable Percentages of the Lenders as of the Effective Date are set forth on Annex I.

"Approved Counterparty" means (a) any Lender or any Affiliate of a Lender and (b) any other Person whose long term senior unsecured debt rating is BBB/Baa2 by S&P or Moody's (or their equivalent) or higher at the time such Person enters into a Swap Agreement with the Obligors or the Restricted Subsidiaries.

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Approved Petroleum Engineers" means (a) Cawley, Gillespie & Associates, Inc., (b) Netherland, Sewell & Associates, Inc., (c) Ryder Scott Company Petroleum Consultants, L.P., (d) DeGolyer and MacNaughton and (e) any other independent petroleum engineers reasonably acceptable to the Administrative Agent.

"Arrangers" means RBC Capital Markets and Citigroup Global Markets, Inc., each in its capacity as joint lead arranger and joint book runner hereunder.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 12.04(b)), and accepted by the Administrative Agent, in the form of Exhibit D or any other form approved by the Administrative Agent.

"Assumed Tax Rate" means, for the Tax year or other period for which Permitted Tax Distributions are being calculated, the highest effective combined marginal U.S. federal, state and local income tax rate (taking into account the tax imposed by Code section 1411) applicable for such Tax year or other period to a natural person residing in or corporation doing business in a state and locality in which the Parent or one or more of its Subsidiaries has operations during such year or period, taking into account the character and source of the Company's tax income and gains by giving effect to any differences in applicable tax rates (ordinary income, capital gains, etc.) and any U.S. federal income tax deduction for such state and local income taxes, in each case, as determined in reasonable good faith by Parent.

"Availability Period" means the period from and including the Effective Date to but excluding the Termination Date.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"Bail-In Legislation" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"Bank Price Deck" means the Administrative Agent's "base case" forward curve for oil, natural gas and other Hydrocarbons as of the most recent Proposed Borrowing Base Notice.

"Bankruptcy Event" means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination

of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment; provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof; provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America or any successor Governmental Authority.

"Borrower" has the meaning assigned to such term in the preamble.

"Borrowing" means Loans of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

"Borrowing Base" means at any time an amount equal to the amount determined in accordance with Section 2.07, as the same may be adjusted from time to time pursuant to Section 2.07(e), Section 2.07(f) or Section 8.12(c).

"Borrowing Base Deficiency" occurs if at any time the total Revolving Credit Exposures exceed the Borrowing Base then in effect. The amount of any Borrowing Base Deficiency is the amount by which the total Revolving Credit Exposures exceeds the Borrowing Base then in effect.

"Borrowing Base Properties" means the Oil and Gas Properties of the Borrower and its Restricted Subsidiaries included in the most recently delivered Reserve Report hereunder, excluding the Permitted Asset Sale Properties.

"Borrowing Base Utilization Percentage" means, as of any day, the fraction expressed as a percentage, the numerator of which is the sum of the Revolving Credit Exposures of the Lenders on such day, and the denominator of which is the Borrowing Base in effect on such day.

"Borrowing Request" means a request by the Borrower for a Borrowing in accordance with Section 2.03 in substantially the form of Exhibit E.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City or Houston, Texas are authorized or required by law to remain closed; and if such day relates to a Borrowing or continuation of, a payment or prepayment of principal of or interest on, or a conversion of or into, or the Interest Period for, a Eurodollar Loan or a notice by the Borrower with respect to any such Borrowing or continuation, payment, prepayment, conversion or Interest Period, any day which is also a day on which banks are open for dealings in dollar deposits in the London interbank market.

"Cash Equivalents" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits, Eurodollar time deposits or overnight bank deposits having maturities of twelve (12) months or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States of any state thereof having combined capital and surplus of not less than $500,000,000; (c) commercial paper of an issuer rated at least A-1 by S&P or P-1 by Moody's, or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within 270 days from the date of acquisition; (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than thirty (30) days, with respect to securities issued or fully guaranteed or insured by the United States government; or (e) money market or other mutual funds substantially all of whose assets comprise securities of the type described in clauses (a) through (d) above.

"Capital Leases" means, in respect of any Person, all leases which shall have been, or should have been, in accordance with GAAP, recorded as capital leases on the balance sheet of the Person liable (whether contingent or otherwise) for the payment of rent thereunder.

"Cash Management Agreement" means any agreement to provide cash management services, including, but not limited to, treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management services.

"Cash Receipts" means all cash received by or on behalf of any Obligor or any of the Restricted Subsidiaries, including without limitation: (a) any amounts payable under or in connection with any Oil and Gas Properties; (b) cash representing operating revenue earned or to be earned by any Obligor or any of the Restricted Subsidiaries; (c) proceeds from Loans; and (d) any other cash received by any Obligor or any of the Restricted Subsidiaries from whatever source (including, without limitation, amounts received in respect of the Liquidation of any Swap Agreement).

"Casualty Event" means any loss, casualty or other insured damage to, or any nationalization, taking under power of eminent domain or by condemnation or similar proceeding of, any Property of the Obligors or the Restricted Subsidiaries.

"Change in Control" means (a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), excluding the Permitted Holders, shall become the "beneficial owner" (as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act), directly or indirectly, of more than thirty-five percent (35%) of the then outstanding voting Equity Interests of Holdings, (b) Holdings shall cease to own and control 100% of the voting equity interests of the Parent, (c) Holdings shall cease to own and control directly or indirectly at least 90% of the economic Equity Interests of the Parent, (d) the Parent shall cease to own and control 100% of the voting and economic Equity Interests of the Borrower; (e) the Borrower shall cease to own and control directly or indirectly 100% of the Equity Interests of any Subsidiary Guarantor, except for any directors' qualifying shares mandated by applicable law or

pursuant to a transaction permitted by Section 9.10 or Section 9.11, (f) occupation of a majority of the seats (other than vacant seats) on the board of directors of Holdings, the Parent or the Borrower by Persons who were neither (i) members of the board of directors of Holdings, the Parent or the Borrower, as applicable, on the Effective Date, (ii) nominated, appointed nor approved by the board of directors of Holdings, the Parent or the Borrower, as applicable nor (iii) appointed by directors so nominated, appointed or approved or (g) any "change in control" (or other similar event, howsoever designated) shall occur under any agreement, document or instrument governing any Material Debt.

"Change in Law" means the occurrence after the date of this Agreement or, with respect to any Lender, such later date on which such Lender becomes a party to this Agreement of (a) the adoption of or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the interpretation, implementation or application thereof by any Governmental Authority or (c) compliance by any Lender or any Issuing Bank (or, for purposes of Section 5.01(b), by any lending office of such Lender or by such Lender's or such Issuing Bank's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith (whether or not having the force of law) or in implementation thereof and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall be deemed to be a "Change in Law," regardless of the date enacted, adopted, promulgated, issued or implemented.

"Chisholm Midstream Assets" means the Chisolm Trail Refrigeration Plant and Chisolm Trail Cryogenic Plant, together with all other gathering, processing and compression facilities and associated delivery pipelines located in Central Oklahoma.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and any successor statute.

"Collateral" means all Property of the Borrower and each Guarantor now owned or hereafter acquired which is subject to a Lien created or purported to be created under one or more Security Instruments.

"Commitment" means, with respect to each Lender, the commitment of such Lender to make Loans and to acquire participations in Letters of Credit hereunder, expressed as an amount representing the maximum aggregate amount of such Lender's Revolving Credit Exposure hereunder as such commitment may be (a) modified from time to time pursuant to Section 2.06 and (b) modified from time to time pursuant to assignments by or to such Lender pursuant to Section 12.04(b). The amount representing each Lender's Commitment shall at any time be the lesser of such Lender's Maximum Credit Amount and such Lender's Applicable Percentage of the then effective Borrowing Base.

"Commitment Fee Rate" has the meaning assigned to such term in the definition of Applicable Margin.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated Cash Balance" means, at any time of determination, (a) the sum of the aggregate amount of cash or Cash Equivalents, marketable securities, treasury bonds and bills, certificates of deposit, investments in money market funds and commercial paper, in each case, held or owned by (whether directly or indirectly), credited to the account of, or otherwise reflected as an asset on the balance sheet of, the Obligors and the Restricted Subsidiaries minus (b) the sum of (i) any amounts referred to in the definition of "Excluded Accounts" and deposited therein, (ii) any cash or Cash Equivalents of the Obligors and the Restricted Subsidiaries to be used within thirty (30) days (or such longer period to which the Administrative Agent agrees, in its sole discretion) to pay the purchase price for any Property to be acquired from an unaffiliated third party pursuant to a binding and enforceable purchase and sale agreement (or similar agreement) containing customary provisions regarding the payment of such purchase price and (iii) any cash set aside to pay in the ordinary course of business amounts of the Obligors and the Restricted Subsidiaries then due and owing to unaffiliated third parties and for which the Obligors and the Restricted Subsidiaries have issued checks or have initiated wires or ACH transfers (to the extent not already deducted pursuant to subpart (a) above).

"Consolidated Net Income" means with respect to Holdings and its Consolidated Restricted Subsidiaries, for any period, the aggregate of the net income (or loss) of Holdings and its Consolidated Restricted Subsidiaries after allowances for taxes for such period determined on a consolidated basis in accordance with GAAP; provided, that there shall be excluded from such net income (to the extent otherwise included therein) the following (without duplication): (a) the net income of any Person in which Holdings or a Consolidated Restricted Subsidiary has an interest (which interest does not cause the net income of such other Person to be consolidated with the net income of Holdings and its Consolidated Restricted Subsidiaries in accordance with GAAP), except to the extent of the amount of dividends or distributions actually paid in cash during such period by such other Person to Holdings or to a Consolidated Restricted Subsidiary, as the case may be; (b) the net income (but not loss) during such period of any Consolidated Restricted Subsidiary to the extent that the declaration or payment of dividends or similar distributions or transfers or loans by that Consolidated Restricted Subsidiary is not at the time permitted by operation of the terms of its charter or any agreement, instrument, or Governmental Requirement applicable to such Consolidated Restricted Subsidiary or is otherwise restricted or prohibited, in each case determined in accordance with GAAP; (c) the net income (or deficit) of any Person accrued prior to the date it becomes a Consolidated Restricted Subsidiary or is merged into or consolidated with Holdings or any of its Consolidated Restricted Subsidiaries, (d) any extraordinary gains or losses during such period; (d) any non-cash gains, losses, or adjustments under FASB ASC Topic 815 as a result of changes in the fair market value of derivatives; (e) any gains or losses attributable to write-ups or write-downs of assets, including ceiling test write-downs; and (f) non-cash share-based payments under FASB Statement No. 123R.

"Consolidated Restricted Subsidiaries" means any Restricted Subsidiaries that are Consolidated Subsidiaries. For purposes of this definition only, the Parent and the Borrower shall be deemed to be Consolidated Restricted Subsidiaries of Holdings.

"Consolidated Subsidiary" means each Subsidiary of Holdings (whether now existing or hereafter created or acquired) the financial statements of which are (or should be) consolidated with the financial statements of Holdings in accordance with GAAP.

"Consolidated Total Assets" shall mean, as of any date of determination, the amount that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or any like caption) on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries at such date.

"Consolidated Unrestricted Subsidiaries" means any Unrestricted Subsidiaries that are Consolidated Subsidiaries.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Credit Bid" means an offer submitted by the Administrative Agent (on behalf of the Lenders), based upon the instruction of the Majority Lenders, to acquire the Property or Equity Interests of the Borrower or any Guarantor or any portion thereof in exchange for and in full and final satisfaction of all or a portion (as determined by the Administrative Agent, based upon the instruction of the Majority Lenders) of the claims and Obligations under this Agreement and other Loan Documents.

"Credit Party" means the Administrative Agent, each Issuing Bank or any Lender.

"Current Assets" means, as of any date of determination, without duplication, the sum of all amounts that would, in accordance with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of Holdings and its Consolidated Restricted Subsidiaries at such date, plus the unused Commitments, but excluding all non-cash assets under FASB ASC Topic 815.

"Current Liabilities" means, as of any date of determination, without duplication, the sum of all amounts that would, in accordance with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a consolidated balance sheet of Holdings and its Consolidated Restricted Subsidiaries on such date, but excluding (a) all non-cash obligations under FASB ASC Topic 815 and (b) the current portion of the Loans under this Agreement.

"Current Ratio" means, with respect to Holdings and its Consolidated Restricted Subsidiaries, as of any date of determination, the ratio of (a) Current Assets as of such date to (b) Current Liabilities as of such date.

"Debt" means, for any Person, the sum of the following (without duplication): (a) all obligations of such Person for borrowed money or evidenced by bonds, bankers' acceptances, debentures, notes or other similar instruments; (b) all obligations of such Person (whether contingent or otherwise) in respect of letters of credit, surety or other bonds and similar instruments; (c) all accounts payable, accrued expenses, liabilities or other obligations of such Person, in each such case to pay the deferred purchase price of Property or services (other than (i) accrued pension costs and other employee benefit and compensation obligations arising in the ordinary course of business and (ii) accounts payable incurred in the ordinary course of business which are either (A) not overdue by more than 60 days or (B) being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP); (d) all obligations under Capital Leases; (e) all obligations under Synthetic Leases; (f) all Debt (as defined in the other clauses of this definition) of others secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) a Lien on any Property of such Person, whether or not such Debt is assumed by such Person, provided that the amount of Debt for purposes of this clause (f) shall be an amount equal to the lesser of the unpaid amount of such Debt and the fair market value of the encumbered Property; (g) all Debt (as defined in the other clauses of this definition) of others guaranteed by such Person or with respect to which such Person otherwise assures a creditor against loss of the Debt (howsoever such assurance shall be made) to the extent of the lesser of the amount of such Debt and the maximum stated amount of such guarantee or assurance against loss; (h) all obligations or undertakings of such Person to maintain or cause to be maintained the financial position or covenants of others or to purchase the Debt of others; (i) obligations to deliver commodities, goods or services, including, without limitation, Hydrocarbons, in consideration of one or more advance payments, other than gas balancing arrangements in the ordinary course of business (but only to the extent of such advance payments); (j) obligations under "take or pay" or similar agreements (other than obligations under firm transportation or drilling contracts); (k) any Debt of a partnership for which such Person is liable either by agreement, by operation of law or by a Governmental Requirement but only to the extent of such liability; (l) Disqualified Capital Stock of such Person; and (m) the undischarged balance of any production payment created by such Person or for the creation of which such Person directly or indirectly received payment. Notwithstanding anything herein to the contrary, any obligations of the Borrower or any Guarantor with respect to (i) the Wells Fargo Escrow Account and related obligations under the Existing Credit Agreement and (ii) the Existing Letters of Credit, in each case, shall not constitute Debt. The Debt of any Person shall include all obligations of such Person of the character described above to the extent such Person remains legally liable in respect thereof notwithstanding that any such obligation is not included as a liability of such Person under GAAP.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower or any Credit Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a Loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by a Credit Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in then outstanding Letters of Credit under this Agreement; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party's receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) has, or whose Lender Parent has, become the subject of a Bankruptcy Event or a Bail-In Action.

"Deposit Account" has the meaning assigned to such term in the UCC.

"Disposition" means any conveyance, sale, lease, sale and leaseback, assignment (other than assignments intended to convey a Lien), farm-out, transfer or other disposition of any Property, and including, for the avoidance of doubt, any Casualty Event. "Dispose" has a correlative meaning thereto.

"Disqualified Capital Stock" means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event, matures or is mandatorily redeemable for any consideration other than other Equity Interests (which would not constitute Disqualified Capital Stock), pursuant to a sinking fund obligation or otherwise, or is convertible or exchangeable for Debt or redeemable for any consideration other than other Equity Interests (which would not constitute Disqualified Capital Stock) at the option of the holder thereof, in whole or in part, on or prior to the date that is 91 days after the earlier of (a) the Maturity Date and (b) the date on which there are no Loans, LC Exposure or other obligations hereunder outstanding and all of the Commitments are terminated.

"Documentation Agents" has the meaning assigned to such term in the preamble.

"dollars" or "$" refers to lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary (whether a Restricted Subsidiary or an Unrestricted Subsidiary) that is organized under the laws of the United States of America or any state thereof or the District of Columbia.

"EBITDA" means, for any period, on a consolidated basis for Holdings and its Consolidated Restricted Subsidiaries, (a) Consolidated Net Income for such period plus (b) the following expenses or charges to the extent deducted in the calculation of Consolidated Net Income for such period: (i) exploration expenses, (ii) Interest Expense, (iii) income or franchise taxes, (iv) depreciation, depletion, amortization and other non-cash charges and losses, (v) documented and reasonable non-Affiliate third party fees, costs and expenses paid for attorneys, accountants, bankers and other advisors incurred in connection with (A) sales of Property or (B) issuance of Equity Stock by the Borrower, the Parent, or Holdings, including without limitation thereof, an initial public offering, in each case to the extent such non-Affiliate third party fees, costs and expenses are fully paid from the gross proceeds of such (1) sales of Property or (2) issuance of Equity Stock by the Borrower, the Parent, or Holdings; (vi) any losses from an early Liquidation of any Swap Agreement, (vii) costs, expenses and charges incurred in connection with the Disposition of Permitted Asset Sale Properties, (viii) fees and expenses incurred during such period pursuant to the Chapter 11 plan of reorganization, and any restructuring, severance, termination and other costs, expenses or charges incurred in connection with the acquisition or disposition of any assets, entity or line of business permitted hereunder, the closure or consolidation of facilities, the termination or modification of contracts or any benefit or employee plans, in each case incurred during such measurement period ending on or prior to March 31, 2018; provided, that aggregate amount of all add-backs described in clauses (vii) and (viii) above shall constitute no more than ten percent (10%) in the aggregate of EBITDA for any four quarter testing period; minus (c) the following income or gains to the extent included in the calculation of Consolidated Net Income for such period: (i) all interest income, (ii) all non-cash income and gains, (iii) all cancellation of debt income and (iv) any gains from an early unwind of any Swap Agreement. For the purposes of calculating EBITDA for any period of four (4) consecutive fiscal quarters (each, a "Reference Period"), (i) if during such Reference Period, Holdings or any Consolidated Restricted Subsidiary shall have made any Material Disposition, EBITDA for such Reference Period shall be reduced by an amount equal to the EBITDA (if positive) attributable to the Property that is the subject of such Material Disposition for such Reference Period or increased by an amount equal to the EBITDA (if negative) attributable thereto for such Reference Period, (ii) if during such Reference Period, Holdings or any Consolidated Restricted Subsidiary shall have made a Material Acquisition, EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if such Material Acquisition occurred on the first day of such Reference Period and (iii) if during such Reference Period a Consolidated Subsidiary shall be redesignated as either a Consolidated Unrestricted Subsidiary or a Consolidated Restricted Subsidiary, EBITDA shall be calculated after giving pro forma effect to such redesignation, as if such redesignation had occurred on the first day of such Reference Period.

"EDGAR" means the Electronic Data Gathering Analysis and Retrieval system operated by the SEC.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Effective Date" means the date on which the conditions specified in Section 6.01 are satisfied (or waived in accordance with Section 12.02).

"Enforcement Action" means any action to enforce any Obligations or Loan Documents or to exercise any rights or remedies relating to any Collateral (whether by judicial action, self-help, notification of account debtors, setoff or recoupment, Credit Bid, action in an Obligor's Insolvency Proceeding or otherwise).

"Engineering Reports" has the meaning assigned to such term in Section 2.07(c)(i).

"Environmental Laws" means any and all Governmental Requirements pertaining in any way to health and safety (to the extent relating to exposure to Hazardous Materials), the environment or the preservation or reclamation of natural resources, in effect in any and all jurisdictions in which the Borrower or any Subsidiary is conducting or has conducted business, or where any Property of the Borrower or any Subsidiary is, or has been, located, including without limitation, the Oil Pollution Act of 1990 ("OPA"), as amended, the Clean Air Act, as amended, the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, the Federal Water Pollution Control Act, as amended, the Occupational Safety and Health Act of 1970, as amended, the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended, the Safe Drinking Water Act, as amended, the Toxic Substances Control Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, and Hazardous Materials Transportation Act, as amended, and comparable state laws.

"Environmental Permit" means any permit, registration, license, approval, consent, exemption, variance, or other authorization of a Governmental Authority required under or issued pursuant to applicable Environmental Laws.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute.

"ERISA Affiliate" means each trade or business (whether or not incorporated) which together with the Obligors or their respective Subsidiaries would be deemed to be a "single employer" within the meaning of Section 4001(b)(1) of ERISA or subsections (b), (c), (m) or (o) of Section 414 of the Code.

"ERISA Event" means (a) a reportable event described in Section 4043 of ERISA and the regulations issued thereunder, (b) the withdrawal of the Obligors or their respective Subsidiaries or any ERISA Affiliate from a Plan during a plan year in which it was a "substantial employer" as defined in Section 4001(a)(2) of ERISA, (c) the filing of a notice of intent to terminate a Plan or the treatment of a Plan amendment as a termination under Section 4041 of ERISA, (d) the institution of proceedings to terminate a Plan by the PBGC, (e) receipt by the Obligors or their respective Subsidiaries or any ERISA Affiliate of a notice of withdrawal liability pursuant to Section 4202 of ERISA with respect to any Multiemployer Plan, (f) the failure of a Plan to meet the minimum funding standards under Section 412 of the Code or Section 302(c) of ERISA (determined without regard to Section 412(c) of the Code or Section 303(c) of ERISA), (g) the failure of a Plan to satisfy the requirements of Section 401(a)(29) of the Code, Section 436 of the Code or Section 206(g) of ERISA or (h) any other event or condition which might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Eurodollar", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Event of Default" has the meaning assigned to such term in Section 10.01.

"Excepted Liens" means: (a) Liens for Taxes, assessments or other governmental charges or levies which are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been recorded and maintained in accordance with GAAP; (b) Liens in connection with workers' compensation, unemployment insurance or other social security, old age pension or public liability obligations which are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP; (c) statutory landlord's liens, operators', vendors', carriers', warehousemen's, repairmen's, mechanics', suppliers', workers', materialmen's, construction or other like Liens arising by operation of law in the ordinary course of business or incident to the exploration, development, operation and maintenance of Oil and Gas Properties each of which is in respect of obligations that are not more than 60 days delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP; (d) contractual Liens which arise in the ordinary course of business under operating agreements, joint venture agreements, oil and gas partnership agreements, oil and gas leases, farm-out agreements, division orders, contracts for the sale, transportation or exchange of oil and natural gas, unitization and pooling declarations and agreements, area of mutual interest agreements, overriding royalty agreements, marketing agreements, processing agreements, net profits agreements, development agreements,

gas balancing or deferred production agreements, injection, repressuring and recycling agreements, salt water or other disposal agreements, seismic or other geophysical permits or agreements, and other agreements which are usual and customary in the oil and gas business and are for claims which are not more than 60 days delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP, provided that any such Lien referred to in this clause does not materially impair the use of the Property covered by such Lien for the purposes for which such Property is held by the Obligors or the Restricted Subsidiaries or materially impair the value of any material Property subject thereto; (e) Liens arising solely by virtue of any statutory or common law provision or customary deposit account terms (pursuant to a depository institution's standard documentation that is provided to its customers generally or pursuant to Account Control Agreements) relating to banker's liens, rights of set-off or similar rights and remedies and burdening only deposit accounts or other funds maintained with a creditor depository institution, provided that no such deposit account is a dedicated cash collateral account or is subject to restrictions against access by the depositor in excess of those set forth by regulations promulgated by the Board and no such deposit account is intended by the Obligors or the Restricted Subsidiaries to provide collateral to the depository institution; (f) easements, restrictions, servitudes, permits, conditions, covenants, exceptions or reservations in any Property of the Obligors or the Restricted Subsidiaries for the purpose of roads, pipelines, transmission lines, transportation lines, distribution lines for the removal of gas, oil, coal or other minerals or timber, and other like purposes, or for the joint or common use of real estate, zoning restrictions, rights of way, facilities and equipment, that do not secure any monetary obligations and which in the aggregate do not materially impair the use of such Property for the purposes of which such Property is held by the Obligors or the Restricted Subsidiaries or materially impair the value of any material Property subject thereto; (g) Liens on cash or securities pledged to secure performance of tenders, surety and appeal bonds, government contracts, performance and return of money bonds, bids, trade contracts, leases, statutory obligations, regulatory obligations and other obligations of a like nature incurred in the ordinary course of business; (h) judgment and attachment Liens on any Property, including Oil and Gas Property, not giving rise to an Event of Default; (i) Liens pursuant to merger agreements, stock purchase agreements, asset sale agreements and similar agreements (1) limiting the transfer of properties and assets pending consummation of the subject transaction or (2) in respect of earnest money deposits, good faith deposits, purchase price adjustment escrows and similar deposits and escrow arrangements made or established thereunder, (j) Liens arising from precautionary Uniform Commercial Code financing statement filings entered into by the Borrower and the Subsidiaries covering Property under true leases entered into in the ordinary course of business and (k) Liens on (i) the Wells Fargo Escrow Account and any cash or Cash Equivalents held therein in an amount not to exceed $31,846,413.75, plus any interest or other amounts earned in respect thereof and (ii) on any cash deposited with Paul Hastings LLP pursuant to Section 6.01(c); provided, further Liens described in clauses (a) through (e) shall remain "Excepted Liens" only for so long as no action to enforce such Lien has been commenced; provided further, (x) no intention to subordinate the first priority Lien granted in favor of the Administrative Agent and the Lenders is to be hereby implied or expressed by the permitted existence of any Excepted Liens and (y) in no event shall "Excepted Liens" secure Debt for borrowed money.

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

"Excluded Accounts" means, with respect to the Obligors or any Restricted Subsidiary, each deposit account set forth on Schedule 7.25 (as the same may be supplemented by the Borrower from time to time upon delivery of a written supplement to the Administrative Agent) as an "Excluded Account" and that is not subject to an Account Control Agreement, to the extent exclusively constituting (a) payroll accounts containing a balance not exceeding the amount of payroll expenses for one payroll period at any time, (b) tax withholding accounts, (c) employee benefit trust accounts, (d) zero balance accounts (other than lockbox accounts, to the extent Account Control Agreements are permitted by the applicable depository bank), (e) petty cash accounts containing a balance not exceeding $25,000 per account at any time and not to exceed $250,000 for all such accounts in the aggregate, (f) segregated accounts, the balance of which consists exclusively of funds due and owing to unaffiliated third parties in connection with royalty payment obligations owed to such third parties, or working interest payments received from unaffiliated third parties, solely to the extent such amounts constitute property of such third party held in trust, (g) the General Unsecured Claims Account, (h) the Wells Fargo Escrow Account, (i) accounts held for the purpose of managing and settling Holdings' share repurchase programs, subject to regular settlement mechanics in which the funds on deposit therein are swept on a regular basis to execute and/or settle share repurchase transactions, (j) fiduciary or trust accounts for the benefit of a Governmental Authority securing plugging, abandonment and similar obligations incurred in the ordinary course of business and (k) dedicated cash collateral accounts with respect to Excepted Liens of the type described in clause (g) of the definition thereof.

"Excluded Swap Obligation" has the meaning assigned to such term in the Guarantee and Collateral Agreement.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on (or measured by) its net income (however denominated), franchise Taxes, and branch profit Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof), or (ii) that are Other Connection Taxes, (b) in the case of a Lender any U.S. federal withholding Tax that is imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan, Letter of Credit, or Commitment (other than pursuant to an assignment request by the Borrower under Section 5.04(b), or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 5.03, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office (c) any Taxes attributable to a Recipient's failure to comply with Section 5.03(e) and (d) any withholding Taxes imposed under FATCA.

"Existing Credit Agreement" means that certain Credit Agreement dated as of February 28, 2017, among the Borrower, the Parent, Holdings, the other Obligors (as defined therein), Wells Fargo Bank, National Association, as administrative agent, and the lenders and other agents party thereto, as heretofore amended, modified and supplemented.

"Existing Letters of Credit" means the letters of credit listed on Schedule 1.02(a).

"Extraordinary Expenses" means all costs, expenses or advances that the Administrative Agent may incur during a Default or Event of Default, or during the pendency of an Insolvency Proceeding of an Obligor, including those relating to (a) any audit, inspection, repossession, storage, repair, appraisal, insurance, manufacture, preparation or advertising for sale, sale, collection, or other preservation of or realization upon any Collateral; (b) any action, arbitration or other proceeding (whether instituted by or against the Administrative Agent, any Lender, any Obligor, any representative of creditors of an Obligor or any other Person) in any way relating to any Collateral (including the validity, perfection, priority or avoidance of the Administrative Agent's Liens with respect to any Collateral), Loan Documents, Letters of Credit or other Obligations, including any lender liability or other claims; (c) the exercise of any rights or remedies of the Administrative Agent in, or the monitoring of, any Insolvency Proceeding; (d) settlement or satisfaction of taxes, charges or Liens with respect to any Collateral; (e) any Enforcement Action; and (f) negotiation and documentation of any modification, waiver, workout, restructuring or forbearance with respect to any Loan Documents or Obligations. Such costs, expenses and advances include transfer fees, Other Taxes, storage fees, insurance costs, permit fees, utility reservation and standby fees, legal fees of outside counsel, appraisal fees, brokers' and auctioneers' fees and commissions, accountants' fees, environmental study fees, wages and salaries paid to employees of any Obligor or independent contractors in liquidating any Collateral, and reasonable travel and other expenses.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (and any amendment or successor provisions that are substantively comparable and which do not impose criteria that are materially more onerous to comply with than those contained in such Sections), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code, and any applicable intergovernmental agreement entered into in connection with the implementation of such sections of the Code, and any fiscal or regulatory legislation, rules or practices adopted pursuant to any such intergovernmental agreement.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended.

"Federal Funds Effective Rate" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it; provided, that, if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Fee Letter" means that certain Fee Letter dated August 4, 2017, between RBC and the Borrower.

"Financial Officer" means, for any Person, the chief financial officer, principal accounting officer, treasurer or controller of such Person (or in the case of any Person that is a partnership, of such Person's general partner). Unless otherwise specified, all references to a Financial Officer herein mean a Financial Officer of the Borrower.

"Financial Statements" means the financial statement or statements of Holdings and its Consolidated Subsidiaries referred to in Section 7.04(a).

"Foreign Lender" means any Lender that is not a U.S. Person.

"Foreign Subsidiary" means any Subsidiary (whether a Restricted Subsidiary or an Unrestricted Subsidiary) that is not a Domestic Subsidiary.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time subject to the terms and conditions set forth in Section 1.05.

"General Unsecured Claims" means those disputed claims under the Restructuring Proceedings which (i) have not been paid in full pursuant to a final order of United States Bankruptcy Court for the Southern District of Texas, (ii) are not Unsecured Notes Claims (as defined in the Plan of Reorganization) and (iii) are not Second Lien Notes Claims (as defined in the Plan of Reorganization).

"General Unsecured Claims Account" means a separate, designated deposit account that is an Excluded Account and in which the Borrower or other Obligor has deposited funds prior to the Effective Date and which funds are reserved solely to satisfy the Allowed General Unsecured Claims; provided that (a) amounts in such account shall in no event exceed the General Unsecured Claims Amount and (b) such account shall cease to be an Excluded Account when the General Unsecured Claims have been settled or paid.

"General Unsecured Claims Amount" means $40,000,000 as such amount may be reduced by payments in respect of General Unsecured Claims.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supranational bodies exercising such powers or functions, such as the European Union or the European Central Bank).

"Governmental Requirement" means any law, statute, code, ordinance, order, determination, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, rules of common law, authorization or other directive or requirement, whether now or hereinafter in effect of any Governmental Authority.

"Guarantor" means (a) Holdings; (b) the Parent; and (c) each Restricted Subsidiary that is a party to the Guarantee and Collateral Agreement as a "Guarantor" and "Grantor" (as such terms are defined in the Guarantee and Collateral Agreement) and guarantees the Obligations (including pursuant to Section 6.01 and Section 8.13(b)). On the Effective Date, the following Persons are Guarantors: Holdings, the Parent, Linn Operating, LLC, a Delaware limited liability company, Blue Mountain Midstream LLC, a Delaware limited liability company, Linn Energy Holdings, LLC, a Delaware limited liability company, Linn Marketing, LLC, a Delaware limited liability company and Linn Midwest Energy LLC, a Delaware limited liability company.

"Guarantee and Collateral Agreement" means the Guarantee and Collateral Agreement, substantially in the form attached hereto as Exhibit C, executed by the Borrower, the Guarantors and the Administrative Agent, as the same may be amended, modified or supplemented from time to time.

"Hazardous Material" means any substance regulated or as to which liability might arise under any applicable Environmental Law and including, without limitation: (a) any chemical, compound, material, product, byproduct, substance or waste defined as, or included in the definition or meaning of, "hazardous substance," "hazardous material," "hazardous waste," "solid waste," "toxic waste," "extremely hazardous substance," "toxic substance," "contaminant," "pollutant," or words of similar meaning or import found in any applicable Environmental Law; (b) petroleum hydrocarbons, petroleum products, petroleum substances, natural gas, oil, oil and gas waste, crude oil, and any components, fractions, or derivatives thereof; and (c) radioactive materials, asbestos containing materials, polychlorinated biphenyls, or radon.

"Highest Lawful Rate" means, with respect to each Lender, the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Notes or on other Obligations under laws applicable to such Lender which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than applicable laws allow as of the date hereof.

"Holdings' Incentive Plan" means the Linn Energy, Inc. 2017 Omnibus Incentive Plan as in effect as of the Effective Date.

"Hydrocarbon Interests" means all rights, titles, interests and estates now or hereafter acquired in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, mineral fee interests, overriding royalty and royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature. Unless otherwise indicated herein, each reference to the term "Hydrocarbon Interests" shall mean Hydrocarbon Interests of the Borrower and the Restricted Subsidiaries, as the context requires.

"Hydrocarbons" means oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined or separated therefrom.

"Immaterial Subsidiary" shall mean any Restricted Subsidiary that is not a Material Subsidiary.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Obligor under any Loan Document, and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Indemnitee" has the meaning assigned to such term in Section 12.03(b).

"Information" has the meaning assigned to such term in Section 12.11.

"Initial Post-Closing Title Requirement" has the meaning assigned to such term in Schedule 6.03.

"Initial Reserve Report" means the Reserve Report as of July 1, 2017 prepared by or under the supervision of the chief engineer of the Borrower and based upon the 2016 reserve report of the Borrower prepared by DeGolyer & MacNaughton, but excluding the Permitted Asset Sale Properties and other Oil and Gas Properties sold prior July 1, 2017.

"Insolvency Proceeding" means any case or proceeding commenced by or against a Person under any state, federal or foreign law for, or any agreement of such Person to, (a) the entry of an order for relief under the Bankruptcy Code, or any other insolvency, debtor relief or debt adjustment law; (b) the appointment of a receiver, trustee, liquidator, administrator, conservator or other custodian for such Person or any part of its Property; or (c) an assignment or trust mortgage for the benefit of creditors.

"Interest Election Request" means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.04 in substantially the form of Exhibit F.

"Interest Expense" means, for any period, the sum (determined without duplication) of the aggregate gross interest expense of Holdings and the Consolidated Restricted Subsidiaries for such period, including (a) to the extent included in interest expense under GAAP, unless otherwise provided in (iii) below: (i) amortization of debt discount, (ii) capitalized interest and (iii) the portion of any payments or accruals under Capital Leases allocable to interest expense, plus the portion of any payments or accruals under Synthetic Leases allocable to interest expense whether or not the same constitutes interest expense under GAAP and (b) cash dividend payments made by any Obligor or the Restricted Subsidiaries in respect of any Disqualified Capital Stock; but excluding non-cash gains, losses or adjustments under FASB ASC Topic 815 as a result of changes in the fair market value of derivatives.

"Interest Payment Date" means (a) with respect to any ABR Loan, the last day of each March, June, September and December and (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period.

"Interest Period" means with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months (or, with the consent of each Lender, twelve months) thereafter, as the Borrower may elect; provided, that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Interim Redetermination" has the meaning assigned to such term in Section 2.07(b).

"Interim Redetermination Date" means the date on which a Borrowing Base that has been redetermined pursuant to an Interim Redetermination becomes effective as provided in Section 2.07(d).

"Investment" means, for any Person: (a) an acquisition (whether for cash, Property, services or securities or otherwise) of Equity Interests of any other Person; (b) the making of any advance, loan or capital contribution to, assumption of Debt of, purchase or other acquisition of any other Debt or equity participation or interest in, or other extension of credit to, any other Person (including the purchase of Property from another Person subject to an understanding or agreement, contingent or otherwise, to resell such Property to such Person, but excluding any such advance, loan or extension of credit having a term not exceeding ninety (90) days representing the purchase price of inventory or supplies sold by such Person in the ordinary course of business); (c) the purchase or acquisition (in one or a series of transactions) of Property of another Person that constitutes a business unit; or (d) the entering into of any guarantee of, or other contingent obligation (including the deposit of any Equity Interests to be sold) with respect to, Debt of any other Person and (without duplication) any amount committed to be advanced, lent, or extended to such Person (valued at the lesser of the amount of the Debt that is the subject of such guarantee or contingent obligation and the maximum stated amount of such guarantee or contingent obligation).

"Issuing Bank" means (a) RBC and (b) any other Lender acceptable to the Administrative Agent and the Borrower that has agreed in its sole discretion to become an Issuing Bank hereunder pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent, in each case, in its capacity as an issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.08(i). Any Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate. Each reference herein to the "Issuing Bank" shall be deemed to be a reference to the relevant Issuing Bank.

"LC Commitment" at any time means $25,000,000.

"LC Disbursement" means a payment made by any Issuing Bank pursuant to a Letter of Credit issued by such Issuing Bank.

"LC Exposure" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time. The LC Exposure of any Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time.

"Lender Parent" means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

"Lenders" means the Persons listed on Annex I, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption, and any Person that shall have become a party hereto pursuant to an Assignment and Assumption.

"Letter of Credit" means any standby letter of credit issued pursuant to this Agreement.

"Letter of Credit Agreements" means all letter of credit applications and other agreements (including any amendments, modifications or supplements thereto) submitted by the Borrower, or entered into by the Borrower, with any Issuing Bank relating to any Letter of Credit issued by such Issuing Bank.

"LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period, the rate appearing on Reuters Screen LIBOR01 Page (or on any successor or substitute page of such service, or any successor to or substitute for such service, providing rate quotations comparable to those currently provided on such page of such service, as determined by the Administrative Agent from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, as the rate for dollar deposits with a maturity comparable to such Interest Period. In the event that such rate is not available at such time for any reason, then the "LIBO Rate" with respect to such Eurodollar Borrowing for such Interest Period shall be the rate (rounded upwards, if necessary, to the next 1/100 of 1%) at which dollar deposits of an amount comparable to such Eurodollar Borrowing and for a maturity comparable to such Interest Period are offered by the principal London office of the Administrative Agent in immediately available funds in the London interbank market at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period; provided that, notwithstanding the foregoing, if the LIBO Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"Lien" means any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on the common law, statute or contract, and whether such obligation or claim is fixed or contingent, and including but not limited to (a) the lien or security interest arising from a deed of trust, mortgage, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes or (b) production payments and the like payable

out of Oil and Gas Properties. The term "Lien" shall include easements, restrictions, servitudes, permits, conditions, covenants, exceptions or reservations. For the purposes of this Agreement, the Obligors and the Restricted Subsidiaries shall be deemed to be the owner of any Property which they have acquired or hold subject to a conditional sale agreement, or leases under a financing lease or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person in a transaction intended to create a financing.

"Liquidate" means, with respect to any Swap Agreement, (a) the sale, assignment, novation, unwind or termination of all or any part of such Swap Agreement or (b) the creation of an offsetting position against all or any part of such Swap Agreement. The terms "Liquidated" and "Liquidation" have correlative meanings thereto.

"Loan Documents" means this Agreement, the Notes, the Letter of Credit Agreements, the Letters of Credit, the Security Instruments, the Fee Letter and any other document, instrument or agreement now or hereafter delivered by or on behalf of an Obligor under this Agreement.

"Loans" means the loans made by the Lenders to the Borrower pursuant to this Agreement.

"March 2018 Redetermination" shall have the meaning assigned to such term in Section 2.07(b).

"Majority Lenders" means, at any time while no Loans or LC Exposure are outstanding, Lenders having more than fifty percent (50.0%) of the sum of the Aggregate Maximum Credit Amounts; and at any time while any Loans or LC Exposure are outstanding, Lenders holding more than fifty percent (50.0%) of the outstanding aggregate principal amount of the Loans and participation interests in Letters of Credit (without regard to any sale by a Lender of a participation in any Loan under Section 12.04(c)); provided that, if at any time there are three or fewer Lenders, then all Lenders shall constitute the Majority Lenders; provided further that the Maximum Credit Amount and the outstanding principal amount of the Loans of, and the participation interests in Letters of Credit held by, each Defaulting Lender (if any) shall be excluded from the determination of Majority Lenders to the extent set forth in Section 4.04(c)(ii).

"Material Acquisition" means any acquisition of Property or series of related acquisitions of Property that involves the payment of consideration by the Borrower and the Consolidated Restricted Subsidiaries in excess of five percent (5%) of the then effective Borrowing Base.

"Material Adverse Effect" means a material adverse change in, or material adverse effect on (a) the business, operations, Property or financial condition of the Obligors, taken as a whole, (b) the ability of the Obligors, taken as a whole, to perform their obligations under the Loan Documents (including payment obligations), (c) the validity or enforceability of any Loan Document or (d) the rights and remedies of the Administrative Agent, any Issuing Bank or any Lender under the Loan Documents.

"Material Debt" means Debt (other than the Loans and Letters of Credit), or obligations in respect of one or more Swap Agreements, of any one or more of the Obligors and the Restricted Subsidiaries, in an aggregate principal amount exceeding $20,000,000. For purposes of determining Material Debt, the "principal amount" of the obligations of the Obligors and the Restricted Subsidiaries in respect of any Swap Agreement at any time shall be the Swap Termination Value of such Swap Agreement.

"Material Disposition" means any Disposition of (a) Property or series of related Dispositions of Property that yields gross proceeds to the Borrower and the Consolidated Restricted Subsidiaries in excess of five percent (5%) of the then effective Borrowing Base or (b) Permitted Asset Sale Properties.

"Material Subsidiary" means, as of any date, any Restricted Subsidiary (a) that owns or has an interest in any Property assigned value in the Borrowing Base then in effect, as determined by the Administrative Agent; (b) that has any outstanding Debt for borrowed money or guarantees any Permitted Senior Notes, any Permitted Refinancing Debt or the Debt of any other Person; or (c) that contributed greater than (i) one percent (1%) of EBITDA for the period of four consecutive fiscal quarters most recently ended for which financial statements have been delivered pursuant to Section 8.01(a) or Section 8.01(b) or (ii) one percent (1%) of Consolidated Total Assets as of the last day of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 8.01(a) or Section 8.01(b); provided that, if at any time the aggregate amount of EBITDA or Consolidated Total Assets attributable to all Restricted Subsidiaries that are not Material Subsidiaries exceeds two percent (2%) of EBITDA for any such period or two percent (2%) of Consolidated Total Assets as of the last day of any such fiscal quarter, then the Borrower shall (or, in the event the Borrower has failed to do so, the Administrative Agent shall), on the date on which financial statements for such fiscal quarter are delivered pursuant to Section 8.01(a) or Section 8.01(b), designate in writing to the Administrative Agent one or more of such Restricted Subsidiaries as "Material Subsidiaries" to eliminate any such excess, and such designated Subsidiaries shall for all purposes of this Agreement constitute Material Subsidiaries.

"Maturity Date" means August 4, 2020.

"Maximum Credit Amount" means, as to each Lender, the amount set forth opposite such Lender's name on Annex I under the caption "Maximum Credit Amounts", as the same may be (a) reduced or terminated from time to time in connection with a reduction or termination of the Aggregate Maximum Credit Amounts pursuant to Section 2.06(b), or (b) modified from time to time pursuant to any assignment permitted by Section 12.04(b).

"Merge Assets" means any Oil and Gas Properties located in the Merge play in Central Oklahoma, primarily in southern Canadian and northern Grady Counties, together with any Oil and Gas Properties defined as Linn Assets in that certain Contribution Agreement by and among Linn Energy Holdings, LLC, Linn Operating, LLC, Citizen Energy II, LLC and Roan Resources LLC dated as of June 27, 2017.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto that is a nationally recognized rating agency.

"Mortgaged Property" means any Property owned by the Borrower or any Guarantor which is subject to the Liens created under the terms of the Security Instruments.

"Multiemployer Plan" means a multiemployer plan as defined in Section 3(37) or 4001 (a)(3) of ERISA to which any Borrower or any Subsidiary or any ERISA Affiliate is making or accruing an obligation to make contributions, or has within the six calendar years preceding the date hereof, made or accrued an obligation to make contributions.

"Net Leverage Ratio" means, with respect to Holdings and its Consolidated Restricted Subsidiaries, as of any date of determination, the ratio of (a) Total Net Debt as of such date to (b) EBITDA for the period of four consecutive fiscal quarters ending on such date.

"New Borrowing Base Notice" has the meaning assigned to such term in Section 2.07(d).

"Non-Consenting Lender" means any Lender that does not approve any consent, waiver or amendment to any provision of this Agreement or any other Loan Document requested by the Borrower that (i) requires the approval of all Lenders or all affected Lenders in accordance with the terms of Section 12.02(b) and (ii) has been approved by the Majority Lenders.

"Non-Defaulting Lender" means, at any time, each Lender that is not a Defaulting Lender at such time.

"Notes" means the promissory notes of the Borrower described in Section 2.02(d) and being substantially in the form of Exhibit A, together with all amendments, modifications, replacements, extensions and rearrangements thereof.

"Obligors" means collectively the Borrower, the Parent, Holdings and each other Guarantor.

"Obligations" means, without duplication, any and all amounts owing or to be owing by the Borrower or any other Obligor (whether direct or indirect (including those acquired by assumption or novation), absolute or contingent, due or to become due, now existing or hereafter arising): (a) to the Administrative Agent, the Arrangers, any Issuing Bank or any Lender or any Related Party of any of the foregoing under any Loan Document; and all renewals, extensions and/or rearrangements of any of the above, (b) all Secured Swap Obligations and (c) all Secured Cash Management Obligations. For the avoidance of doubt, Obligations shall include all (a) principal of and premium, if any, on the Loans, (b) LC Disbursements, LC Exposure, reimbursement obligations (including, without limitation, to reimburse LC Disbursements), obligations to post cash collateral in respect of Letters of Credit and other obligations of Obligors with respect to Letters of Credit, (c) interest, expenses, fees, indemnification obligations, Extraordinary Expenses and other amounts payable by Obligors under Loan Documents (including, without limitation, interest accruing at the then applicable rate provided in this Agreement after the maturity of the Loans and LC Exposure and interest accruing at the then applicable rate provided in this Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to Holdings, the Parent, the Borrower, any of its Subsidiaries or any Guarantor, whether or not a claim for post-

filing or post-petition interest is allowed in such proceeding), (d) payments in respect of an early termination of Secured Swap Obligations, and (e) other Debts, amounts, fees, expenses, indemnities, costs, obligations and liabilities of any kind owing by Obligors pursuant to the Loan Documents, any Secured Swap Agreement or any Secured Cash Management Agreement, whether now existing or hereafter arising, whether evidenced by a note or other writing, whether allowed in any Insolvency Proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether direct or indirect, absolute or contingent, due or to become due, primary or secondary, or joint or several.

"OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control.

"Oil and Gas Properties" means (a) Hydrocarbon Interests; (b) the Properties now or hereafter pooled or unitized with Hydrocarbon Interests; (c) all presently existing or future unitization, pooling agreements and declarations of pooled units and the units created thereby (including without limitation all units created under orders, regulations and rules of any Governmental Authority) which may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including production sharing contracts and agreements, which relate to any of the Hydrocarbon Interests or the lands pooled or unitized therewith, or the production, sale, purchase, exchange, treatment, processing, handling, storage, transporting or marketing of Hydrocarbons from or attributable to such Hydrocarbon Interests or the lands pooled or unitized therewith; (e) all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests or the lands pooled or unitized therewith, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests or the lands pooled or unitized therewith; (f) all tenements, hereditaments, appurtenances and Properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests or the lands pooled or unitized therewith and (g) all Properties, rights, titles, interests and estates, real or personal, now owned or hereafter acquired and situated upon, or used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or the lands pooled or unitized therewith, or with the production, sale, purchase, exchange, treatment, processing, handling, storage, transporting or marketing of Hydrocarbons from or attributable to such Hydrocarbon Interests or the lands pooled or unitized therewith, including any and all oil wells, gas wells, injection wells or other wells, buildings, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, pipelines, sales and flow lines, gathering lines and systems, field gathering systems, salt water disposal facilities, tanks and tank batteries, processing plants, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, facilities, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements, servitudes, licenses and other surface and subsurface rights together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing. Unless otherwise indicated herein, each reference to the term "Oil and Gas Properties" shall mean Oil and Gas Properties of the Borrower and the Restricted Subsidiaries.

"Organizational Documents" means, with respect to any Person, its charter, certificate or articles of incorporation or formation, bylaws, articles of organization, limited liability agreement, operating agreement, members agreement, shareholders agreement, partnership agreement, certificate of partnership, certificate of formation, voting trust agreement, or similar agreement or instrument governing the formation or operation of such Person.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means all present or future stamp, court, documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a Lien under, or otherwise with respect to, this Agreement and any other Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 5.04).

"Participant" has the meaning assigned to such term in Section 12.04(c)(i).

"Participant Register" has the meaning assigned to such term in Section 12.04(c)(i).

"Patriot Act" has the meaning assigned to such term in Section 12.16.

"PBGC" means the Pension Benefit Guaranty Corporation, or any successor thereto.

"Permian-TX Assets" means any Oil and Gas Properties located in the Permian Basin, primarily in Andrews, Crane, Dawson, Ector, Garza, Glasscock, Howard, Irion, Martin, Upton, Ward, and Winkler County, Texas.

"Permian-NM Assets" means any Oil and Gas Properties in New Mexico, primarily in Lea and Eddy County.

"Permitted Asset Sale Properties" means, individually or collectively as the context may require, the Scoop/Stack Assets, the Merge Assets, the Chisholm Midstream Assets, the South Texas Assets, the Permian-TX Assets, the Permian-NM Assets and the Williston Assets.

"Permitted Holder" means a Person or "group" (within the meaning of Rule 13d-5 of the Exchange Act) issued Equity Interests on February 28, 2017 as part of the Plan Rights Offering or any Affiliate of such Person or "group" (within the meaning of Rule 13d-5 of the Exchange Act).

"Permitted Joint Venture" means a joint venture structured as a limited liability company or a corporation that (a) is not Controlled by an Obligor and (b) receives a contribution of all or a substantial part of the Permitted Asset Sale Properties. Roan Resources LLC will be a Permitted Joint Venture.

"Permitted Refinancing Debt" means unsecured senior or unsecured senior subordinated Debt securities (whether registered or privately placed and whether convertible into Equity Interests or not), issued or incurred by Holdings (for purposes of this definition, "new Debt") incurred in exchange for, or proceeds of which are used to refinance, refund, renew, replace or extend all or any portion of the Permitted Senior Notes (the "Refinanced Debt") or all or any portion of any Refinanced Debt; provided that (a) such new Debt is in an aggregate principal amount not in excess of the aggregate principal amount then outstanding of the Refinanced Debt, plus an amount necessary to pay accrued and unpaid interest and any fees and expenses, including premiums related to such exchange, refinancing, refunding, renewal, replacement or extension and original issue discount, related to such new Debt; (b) such new Debt does not have any scheduled principal amortization prior to the date that is 180 days after the Maturity Date; (c) such new Debt does not mature sooner than the date that is 180 days after the Maturity Date; (d) the terms and conditions of such new Debt and any guarantees thereof, taken as a whole, are not materially less favorable to the Borrower and its Restricted Subsidiaries as market terms for issuers of similar size and credit quality given the then prevailing market conditions as reasonably determined by the Borrower in good faith and are not more restrictive, taken as a whole, than those contained in this Agreement and the other Loan Documents or the Refinanced Debt, as reasonably determined by the Borrower in good faith; (e) no Subsidiary or other Person is required to guarantee such new Debt unless such Subsidiary or other Person has guaranteed the Obligations pursuant to the Guarantee and Collateral Agreement; and (f) if such new Debt is senior subordinated Debt, such Debt is expressly subordinate to the payment in full of all of the Obligations on terms and conditions reasonably satisfactory to the Administrative Agent.

"Permitted Senior Notes" means any unsecured senior or unsecured senior subordinated Debt securities (whether registered or privately placed and whether convertible into Equity Interests or not) issued or incurred by Holdings, as issuer, as the same may from time to time be amended, modified, supplemented or restated to the extent permitted by Section 9.04(b).

"Permitted Tax Distributions" means distributions to the members of Parent, on or prior to each quarterly estimated U.S. federal income Tax payment date (or such other dates necessary with respect to payments in respect of Taxes other than estimated U.S. federal income Taxes), in an amount with respect to each member not to exceed with respect to any Tax year the excess, if any, of (a) the product of (i) the net taxable income of the Parent (as computed for U.S. federal income Tax purposes) attributable to the applicable period and all prior periods in the applicable Tax year allocated by the Parent to such member, (x) based upon (I) the information returns filed by the Parent, as amended or adjusted to date, and (II) reasonable amounts estimated in good faith by the Parent, in the case of periods within such Tax year for which the Parent has not yet filed information returns (determined by disregarding any adjustment to the taxable income of any member that arises under Code section 743(b) and is attributable to the acquisition by such member of an interest in the Parent in a transaction described in Code section 743(a)), and (y) calculated by taking into account Tax losses, deductions and credits for prior periods within such Tax year, multiplied by (ii) the Assumed Tax Rate, over (b) the aggregate amount of distributions made by the Parent to such member with respect to such Tax year (treating any prior distributions made with respect to tax income or gains for such Tax year, regardless of when made, and any other distribution made during such Tax year, as being made with respect to such Tax year).

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity of whatever nature.

"Plan" means any employee pension benefit plan, as defined in Section 3(2) of ERISA, that is subject to Title IV of ERISA or Section 412 of the Code and (a) is currently or hereafter sponsored, maintained or contributed to by the Borrower, any of its Subsidiaries or an ERISA Affiliate or (b) was at any time during the six calendar years preceding the date hereof, sponsored, maintained or contributed to by the Borrower, any of its Subsidiaries or an ERISA Affiliate.

"Plan of Reorganization" means the plan of reorganization filed by Linn Energy, LLC and its Affiliates with the United States Bankruptcy Court for the Southern District of Texas on December 3, 2016, as amended or supplemented from time to time, and confirmed by the Bankruptcy Court on January 24, 2017.

"Plan Rights Offering" means the offering of rights to purchase shares of Holdings and the issuance of such shares at an aggregate price of $530,000,000 in accordance with the terms of the Plan of Reorganization.

"Prime Rate" means the rate of interest per annum publicly announced from time to time by Royal Bank of Canada as its prime rate in effect at its principal office in Toronto, Canada; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective. Such rate is set by Royal Bank of Canada as a general reference rate of interest, taking into account such factors as Royal Bank of Canada may deem appropriate; it being understood that many of the commercial or other loans of Royal Bank of Canada are priced in relation to such rate, that it is not necessarily the lowest or best rate actually charged to any customer and that Royal Bank of Canada may make various commercial or other loans at rates of interest having no relationship to such rate.

"Pro Forma Net Leverage Ratio" means, with respect to Holdings and its Consolidated Restricted Subsidiaries, as of any date of determination, the ratio of (a) Total Net Debt as of such date determined on a pro forma basis after giving effect to any applicable transactions to occur on such date to (b) EBITDA for the period of four consecutive fiscal quarters most recently ended prior to such date for which financial statements have been delivered pursuant to Section 8.01(a) or (b).

"Pro Forma Total Leverage Ratio" means, with respect to Holdings and its Consolidated Restricted Subsidiaries, as of any date of determination, the ratio of (a) Total Debt as of such date determined on a pro forma basis after giving effect to any applicable transactions to occur on such date to (b) EBITDA for the period of four consecutive fiscal quarters most recently ended prior to such date for which financial statements have been delivered pursuant to Section 8.01(a) or (b).

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, cash, securities, accounts and contract rights.

"Proposed Borrowing Base" has the meaning assigned to such term in Section 2.07(c)(i).

"Proposed Borrowing Base Notice" has the meaning assigned to such term in Section 2.07(c)(ii).

"proved", with respect to any Oil and Gas Properties, has the meaning assigned to the term "Proved Reserves" in the Definitions of Oil and Gas Reserves as promulgated by the Society of Petroleum Engineers (or any generally recognized successor) as in effect at the time in question.

"Qualified ECP Counterparty" means, in respect of any Swap Obligation, the Borrower and each Guarantor that (a) has total assets exceeding $10,000,000 at the time any guarantee of obligations under such Swap Agreement or grant of the relevant security interest to secure such Swap Agreement becomes effective or (b) otherwise constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another Person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"RBC" has the meaning assigned to such term in the preamble.

"Recipient" means (a) the Administrative Agent, (b) any Lender and (c) any Issuing Bank, as applicable.

"Redemption" means with respect to any Debt, the repurchase, redemption, prepayment, repayment or defeasance or any other acquisition or retirement for value (or the segregation of funds with respect to any of the foregoing) of any such Debt. "Redeem" has the correlative meaning thereto.

"Redetermination Date" means, with respect to any Scheduled Redetermination or any Interim Redetermination, the date that the redetermined Borrowing Base related thereto becomes effective pursuant to Section 2.07(d).

"Reference Period" has the meaning assigned to such term in the definition of Consolidated Net Income.

"Register" has the meaning assigned to such term in Section 12.04(b)(ii).

"Regulation D" means Regulation D of the Board, as the same may be amended, supplemented or replaced from time to time.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors (including attorneys, accountants and experts), controlling Persons, holders of Equity Interests, partners, members, trustees, managers, administrators and other representatives of such Person and such Person's Affiliates, and the respective successors and assigns of each of the foregoing.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, dumping, or disposing.

"Remedial Work" has the meaning assigned to such term in Section 8.09(a).

"Required Lenders" means, at any time while no Loans or LC Exposure are outstanding, Lenders having at least sixty-six and two-thirds percent (66-⅔%) of the sum of the Aggregate Maximum Credit Amounts; and at any time while any Loans or LC Exposure are outstanding, Lenders holding at least sixty-six and two-thirds percent (66-⅔%) of the outstanding aggregate principal amount of the Loans and participation interests in Letters of Credit (without regard to any sale by a Lender of a participation in any Loan under Section 12.04(c)); provided that the Maximum Credit Amount and the outstanding principal amount of the Loans of, and the participation interests in Letters of Credit held by, each Defaulting Lender (if any) shall be excluded from the determination of Required Lenders to the extent set forth in Section 4.04(c)(ii).

"Reserve Report" means a report, in form and substance reasonably satisfactory to the Administrative Agent, setting forth, as of each December 31st or June 30th (or such other date in the event of an Interim Redetermination) the oil and gas reserves attributable to the Oil and Gas Properties of the Borrower and the Restricted Subsidiaries, together with a projection of the rate of production and future net income, taxes, operating expenses and capital expenditures with respect thereto as of such date, based upon the economic assumptions consistent with the Administrative Agent's lending requirements at the time. On and from the Effective Date until a new Reserve Report is delivered hereunder, the Reserve Report shall mean the Initial Reserve Report.

"Reserve Report Certificate" has the meaning assigned to such term in Section 8.11(c).

"Responsible Officer" means, as to any Person, the chief executive officer, the president, any Financial Officer or any vice president of such Person (or in the case of any Person that is a partnership, of such Person's general partner). Unless otherwise specified, all references to a Responsible Officer herein means a Responsible Officer of the Borrower.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other Property) with respect to any Equity Interests in the Obligors or the Restricted Subsidiaries, or any payment (whether in cash, securities or other Property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in the Obligors or the Restricted Subsidiaries or any option, warrant or other right to acquire any such Equity Interests in the Obligors or the Restricted Subsidiaries.

"Restricted Subsidiary" means any Subsidiary of the Borrower that is not an Unrestricted Subsidiary.

"Revolving Credit Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Loans and its LC Exposure at such time.

"Roan Holdco" means a direct wholly-owned subsidiary of Linn Energy Holdings, LLC, formed for the purpose of holding Equity Interests in Roan Resources LLC.

"RP/Investment Conditions" means that: (a) no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing or would result therefrom; (b) at least 75% of the Commitments are unused; and (c) the Pro Forma Total Leverage Ratio is equal to or less than 2.00 to 1.00.

"S&P" means S&P Global Ratings, a division of S&P Global Inc., and any successor thereto that is a nationally recognized rating agency.

"Sale and Leaseback Transaction" means, with respect to any Person, any arrangement, directly or indirectly, whereby such Person shall sell or transfer any Property used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such Property or other Property that it intends to use for substantially the same purpose or purposes as the Property being sold or transferred.

"Sanctioned Country" means, at any time, a country, region or territory which is, or whose government is, the subject or target of any Sanctions broadly restricting or prohibiting dealings with such country, region, territory or government.

"Sanctioned Person" means, at any time, any Person with whom dealings are restricted or prohibited under Sanctions, including (a) any Person listed in any Sanctions-related list of designated or identified Persons maintained by the United States (including by OFAC, the U.S. Department of State, or the U.S. Department of Commerce), the United Nations Security Council, the European Union or any of its member states, Her Majesty's Treasury, Switzerland or any other relevant authority, (b) any Person located, organized or resident in, or any Governmental Authority or governmental instrumentality of, a Sanctioned Country or (c) any Person directly or indirectly owned by, controlled by, or acting for the benefit or on behalf of, any Person described in clauses (a) or (b) hereof.

"Sanctions" means economic or financial sanctions or trade embargoes or restrictive measures enacted, imposed, administered or enforced from time to time by (a) the U.S. government, including OFAC, the U.S. Department of State, or the U.S. Department of Commerce (b) the United Nations Security Council; (c) the European Union or any of its member states; (d) Her Majesty's Treasury; (e) Switzerland; or (f) any other relevant authority.

"Scheduled Redetermination" has the meaning assigned to such term in Section 2.07(b).

"Scheduled Redetermination Date" means the date on which the Borrowing Base that has been redetermined pursuant to a Scheduled Redetermination becomes effective as provided in Section 2.07(d).

"Scoop / Stack Assets" means any Oil and Gas Properties located in the STACK play in North Western Oklahoma, north of the Merge and primarily in Blaine and Major Counties.

"SEC" means the Securities and Exchange Commission or any successor Governmental Authority.

"Secured Cash Management Agreement" means a Cash Management Agreement between (a) any Obligor and (b) a Secured Cash Management Provider.

"Secured Cash Management Obligations" means any and all amounts and other obligations owing by any Obligor to any Secured Cash Management Provider under any Secured Cash Management Agreement.

"Secured Cash Management Provider" means a Lender, an Affiliate of a Lender, the Administrative Agent or an Affiliate of the Administrative Agent.

"Secured Swap Agreement" means any Swap Agreement between any Obligor or any Restricted Subsidiary and any Person that is entered into prior to the time, or during the time, that such Person was, a Lender or an Affiliate of a Lender (including any such Swap Agreement in existence prior to the date hereof), even if such Person subsequently ceases to be a Lender (or an Affiliate of a Lender) for any reason (any such Person, a "Secured Swap Party"); provided that, for the avoidance of doubt, the term "Secured Swap Agreement" shall not include any Swap Agreement or transactions under any Swap Agreement entered into after the time that such Secured Swap Party ceases to be a Lender or an Affiliate of a Lender.

"Secured Swap Obligations" means all amounts and other obligations owing to any Secured Swap Party under any Secured Swap Agreement (other than Excluded Swap Obligations).

"Secured Swap Party" has the meaning assigned to such term in the definition of Secured Swap Agreement.

"Securities Account" has the meaning assigned to such term in the UCC.

"Security Instruments" means collectively each of the Guarantee and Collateral Agreement, each Account Control Agreement, intellectual property security agreements, subordination agreements, intercreditor agreements, landlord lien waivers, bailee agreements, financing statements, mortgages, deeds of trust and other agreements, instruments, consents or certificates, and any and all other agreements or instruments now or hereafter executed by the Borrower or any other Obligor (other than Secured Swap Agreements or Secured Cash Management Agreements or participation or similar agreements between any Lender and any other lender or creditor with respect to any Obligations pursuant to this Agreement) in connection with, or as security for the payment or performance of the Obligations, the Notes, this Agreement, or reimbursement obligations under the Letters of Credit, as such agreements may be amended, modified, supplemented or restated from time to time.

"Solvent" means with respect to any Person (a) the aggregate assets of such Person at a fair valuation exceed the aggregate Debt of such Person, (b) such Person has not incurred, and does not intend to incur, and does not believe that they will incur or have incurred Debt beyond their ability to pay such Debt (after taking into account the timing and amounts of cash to be received by such Person and the timing and amounts to be payable on or in respect of such Person's liabilities) as such Debt becomes absolute and matures, and (c) such Person does not have (and does not have reason to believe such Person will have at any time) unreasonably small capital for the conduct of its business.

"Solvency Certificate" means the Solvency Certificate substantially in the form of Exhibit H.

"South Texas Assets" means any Oil and Gas Properties located in southern Texas, including any Oil and Gas Properties in Austin, Brazoria, Brooks, Colorado, Crockett, Duval, Fayette, Goliad, Hardin, Harris, Hidalgo, Hockley, Jefferson, Jim Hogg, Jim Wells, Kenedy, Liberty, Matagorda, Montgomery, Nueces, Orange, Pecos, San Jacinto, Schleicher, Shackelford, Starr, Stonewall, Titus, Upshur, Val Verde, Victoria, Webb, Wharton, Willacy, Wood, and Zapata County, Texas.

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject, with respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"subsidiary" means, with respect to any Person (the "parent") at any date, any other Person (a) of which Equity Interests representing more than 50% of the ordinary voting power for the election of the board of directors (or equivalent governing body) (irrespective of whether or not at the time Equity Interests of any other class or classes of such Person shall have or might have voting power by reason of the happening of any contingency) or, in the case of a partnership, any general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, in each case, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" means any direct or indirect subsidiary of the Borrower; provided that the term "Subsidiary" may also refer to a subsidiary of another Obligor as the context may require (for example, the phrases "Holdings and its Subsidiaries" or "the Obligors and its Subsidiaries" refers to Holdings, the Parent and their respective subsidiaries (including the Borrower)); provided, that notwithstanding anything to the contrary herein, no Permitted Joint Venture shall be a Subsidiary.

"Subsidiary Guarantor" means each Restricted Subsidiary of the Borrower that is a Guarantor.

"Super Majority Lenders" means, at any time while no Loans or LC Exposure is outstanding, Lenders having more than eighty percent (80%) of the Aggregate Maximum Credit Amounts; and at any time while any Loans or LC Exposure is outstanding, Lenders holding more than eighty percent (80%) of the outstanding aggregate principal amount of the Loans and participation interests in Letters of Credit (without regard to any sale by a Lender of a participation in any Loan under Section 12.04(c)); provided that the Maximum Credit Amount and the outstanding principal amount of the Loans of, and the participation interests in Letters of Credit held by, each Defaulting Lender (if any) shall be excluded from the determination of Super Majority Lenders to the extent set forth in Section 4.04(c)(ii).

"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement, whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities, emissions reduction, carbon sequestration or other environmental protection credits, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Obligors or the Restricted Subsidiaries shall be a Swap Agreement.

"Swap Obligations" means, with respect to the Borrower or any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"Swap PV" means, with respect to any Swap Agreement, the present value as of the applicable measurement date, discounted at 9% per annum, of the future receipts expected to be paid to the Obligors or any Restricted Subsidiary under such Swap Agreement netted against the Bank Price Deck in effect as of the most recent Proposed Borrowing Base Notice, as reasonably determined by the Administrative Agent; provided however, that the "Swap PV" shall never be less than $0.00.

"Swap Termination Value" means, in respect of any one or more Swap Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Agreements, (a) for any date on or after the date such Swap Agreements have been closed out and termination value(s) determined in accordance therewith, such termination value(s) and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Agreements, as determined by the counterparties to such Swap Agreements.

"Syndication Agent" has the meaning assigned to such term in the preamble.

"Synthetic Leases" means, in respect of any Person, all leases which shall have been, or should have been, in accordance with GAAP, treated as operating leases on the financial statements of the Person liable (whether contingently or otherwise) for the payment of rent thereunder and which were properly treated as indebtedness for borrowed money for purposes of United States federal income taxes, if the lessee in respect thereof is obligated to either purchase for an amount in excess of, or pay upon early termination an amount in excess of, 80% of the residual value of the Property subject to such operating lease upon expiration or early termination of such lease.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed, administered or assessed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Termination Date" means the earlier of the Maturity Date and the date of termination of the Commitments.

"Total Assets" shall mean, as of any date of determination with respect to any Person, the amount that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or any like caption) on a balance sheet of such Person at such date.

"Total Debt" means, on any date of determination, all Debt of the Borrower and the Consolidated Restricted Subsidiaries of the type described in (i) clauses (a), (d) and (e) of the definition of "Debt" and (ii) clauses (f), (g) and (k) of the definition of "Debt", but only to the extent such liabilities relate to Debt described in clause (i) of this definition.

"Total Net Debt" means, on any date of determination, (a) Total Debt minus (b) the positive difference (if any) between (i) the aggregate amount, not to exceed $100,000,000, of cash and Cash Equivalents held in Deposit Accounts or Securities Accounts of the Obligors that are subject to Account Control Agreements and (ii) the amount of any Borrowing Base Deficiency existing as of such date of determination.

"Transactions" means, with respect to (a) the Borrower, the execution, delivery and performance by the Borrower of this Agreement and each other Loan Document to which it is a party, the borrowing of Loans, the use of the proceeds thereof and the issuance of Letters of Credit hereunder, and the grant of Liens by the Borrower on Mortgaged Properties and other Properties pursuant to the Security Instruments, (b) each Guarantor, the execution, delivery and performance by such Guarantor of each Loan Document to which it is a party, the guaranteeing of the Obligations under the Guarantee and Collateral Agreement by such Guarantor and such Guarantor's grant of the security interests and provision of collateral under the Security Instruments, and the grant of Liens by such Guarantor on Mortgaged Properties and other Properties pursuant to the Security Instruments and (c) each Obligor, the payment of fees and expenses in connection with all of the foregoing.

"Type" means, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Alternate Base Rate or the Adjusted LIBO Rate.

"Unrestricted Subsidiary" means (x) immediately upon its formation (and, for the avoidance of doubt, prior to being capitalized with any Property), Roan Holdco and (y) any Subsidiary of the Borrower designated by the Borrower as an Unrestricted Subsidiary after the date hereof in accordance with, and subject to the satisfaction of the conditions set forth in, Section 1.06.

"U.S. Person" means any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" has the meaning assigned to such term in Section 5.03(e)(ii)(B).

"Wells Fargo Escrow Account" means the escrow account established with JPMorgan Chase Bank, N.A. pursuant to that certain Escrow Agreement, dated as of August 4, 2017, among the Borrower, Wells Fargo Bank, National Association and JPMorgan Chase Bank, N.A., as the same may be amended, modified or supplemented from time to time, which such account has been established for the purpose of holding the funds that are the subject of the dispute as more fully described in that certain Stipulation and Agreed Order Regarding Default Interest Litigation with Respect to Linn Energy, LLC entered by the United States Bankruptcy Court for the Southern District of Texas on August 4, 2017.

"Wholly-Owned Subsidiary" means any Restricted Subsidiary of which all of the outstanding Equity Interests (other than any directors' qualifying shares mandated by applicable law), on a fully-diluted basis, are owned by the Borrower or one or more of the Wholly-Owned Subsidiaries of the Borrower or are owned by the Borrower and one or more of the Wholly-Owned Subsidiaries of the Borrower.

"Williston Assets" means Oil and Gas Properties in North Dakota, South Dakota or Montana, primarily in Bowman, Dunn, McKenzie, Mountrail, and Williams Counties, North Dakota, Harding County, South Dakota, and Park and Sweet Grass Counties, Montana.

"Withholding Agent" means any Obligor and the Administrative Agent.

"Write-Down and Conversion Powers" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

Section 1.03 Types of Loans and Borrowings For purposes of this Agreement, Loans and Borrowings, respectively, may be classified and referred to by Type (e.g., a "Eurodollar Loan" or a "Eurodollar Borrowing").

Section 1.04 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in the Loan Documents), (b) any reference herein to any law shall be construed as referring to such law as amended, modified, codified or reenacted, in whole or in

part, and in effect from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to the restrictions contained in the Loan Documents), (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) with respect to the determination of any time period, the word "from" means "from and including" and the word "to" means "to and including" and (f) any reference herein to Articles, Sections, Annexes, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement. No provision of this Agreement or any other Loan Document shall be interpreted or construed against any Person solely because such Person or its legal representative drafted such provision.

Section 1.05 Accounting Terms and Determinations; GAAP. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all determinations with respect to accounting matters hereunder shall be made, and all financial statements and certificates and reports as to financial matters required to be furnished to the Administrative Agent or the Lenders hereunder shall be prepared, in accordance with GAAP, applied on a basis consistent with the Financial Statements except for changes in which Holdings' independent certified public accountants concur and which are disclosed to the Administrative Agent on the next date on which financial statements are required to be delivered to the Lenders pursuant to Section 8.01(a); provided that, unless the Borrower and the Majority Lenders shall otherwise agree in writing, no such change shall modify or affect the manner in which compliance with the covenants set forth in Section 9.01 are computed such that all such computations shall be conducted utilizing financial information presented consistently with prior periods. In the event that any Accounting Change shall occur and such change results in a change in the method or result of calculation of financial covenants, standards or terms, then the Lenders and the Obligors shall enter into negotiations in order to amend such provisions of the Loan Documents so as to equitably reflect such Accounting Changes with the desired result that the criteria for evaluating the Obligors' financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as such an amendment shall have been executed and delivered by the Obligors, the Administrative Agent and the Majority Lenders, all financial covenants, standards and terms in the Loan Documents shall continue to be calculated or construed as if such Accounting Changes had not occurred.

Section 1.06 Designation and Conversion of Restricted and Unrestricted Subsidiaries.

(a) Unless designated in writing to the Administrative Agent by the Borrower in accordance with clause (b) below, any Person that becomes a Subsidiary of the Borrower or any of its Restricted Subsidiaries after the date hereof (whether by formation, acquisition or merger) shall be classified as a Restricted Subsidiary; provided that, immediately upon its formation (and, for the avoidance of doubt, prior to being capitalized with any Property), Roan Holdco automatically will be an Unrestricted Subsidiary. On the date hereof, all Subsidiaries of the Borrower are Restricted Subsidiaries.

(b) The Borrower may designate, by prior or concurrent written notice thereof to the Administrative Agent, any Restricted Subsidiary (including a newly formed or newly acquired Subsidiary) as an Unrestricted Subsidiary, provided that (i) both before, and immediately after giving effect, to such designation, (A) no Default, Event of Default or Borrowing Base Deficiency exists or would result from such designation, (B) the Pro Forma Net Leverage Ratio shall not exceed 4.00 to 1.00 and the Borrower shall be in compliance, on a pro forma basis, with the financial covenant set forth in Section 9.01(b) (determined on a pro forma basis using Current Assets and Current Liabilities as of the last day of Holdings' most recently ended fiscal quarter for which financial statements have been delivered pursuant to Section 8.01(a) or (b)) and (C) the representations and warranties of the Obligors and the Restricted Subsidiaries contained in this Agreement and each of the other Loan Documents shall be true and correct in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects) on and as of such date as if made on and as of the date of such designation (or, if stated to have been made expressly as of an earlier date, were true and correct in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects) as of such date); (ii) such Subsidiary is not a "restricted subsidiary" for purposes of any indenture or other agreement governing Debt of the Obligors or a Restricted Subsidiary; (iii) such designation shall be deemed to be an Investment in an amount equal to the fair market value of the Borrower's direct and indirect ownership interest in such Subsidiary on the date of such designation and such designation shall be permitted only to the extent such Investment is permitted under Section 9.05 on the date of such designation; (iv) such designation shall be deemed to be a Disposition pursuant to which the provisions of Section 2.07(f) shall apply; (v) after giving effect to such designation, the Borrower is in compliance with the requirements of Section 9.21(b); and (vi) the Administrative Agent shall have received a certificate of a Responsible Officer, in form and substance reasonably satisfactory to the Administrative Agent, certifying as to the satisfaction of the conditions and matters set forth in clauses (i)-(v) above (and in the case of clause (i)(B) above, setting forth reasonably detailed calculations demonstrating that the Pro Forma Net Leverage Ratio will not exceed 4.00 to 1.00 and the Borrower will be in compliance, on a pro forma basis, with the financial covenant set forth in Section 9.01(b) (determined on a pro forma basis using Current Assets and Current Liabilities as of the last day of Holdings' most recently ended fiscal quarter for which financial statements have been delivered pursuant to Section 8.01(a) or (b))). Except as provided in this Section 1.06, no Subsidiary may be designated (and no Restricted Subsidiary may be redesignated) as an Unrestricted Subsidiary.

(c) If, at any time, any Unrestricted Subsidiary would fail to meet the requirements for an Unrestricted Subsidiary set forth in Section 9.21(b), it shall thereafter cease to be an Unrestricted Subsidiary for purposes of this Agreement (and, for the avoidance of doubt, any Investment, Debt and Liens of such Subsidiary existing at such time shall be deemed to be incurred by such Subsidiary as of such time and, if such Investments, Debt and Liens are not permitted to be incurred as of such time under Article IX, an Event of Default shall occur).

(d) The Borrower may designate, by prior or concurrent written notice thereof to the Administrative Agent any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that (i) both before, and immediately after giving effect, to such designation, (A) no Default, Event of Default or Borrowing Base Deficiency exists or would result from such designation, (B) the Pro Forma Net Leverage Ratio shall not exceed 4.00 to 1.00 and the Borrower shall be in compliance, on a pro forma basis, with the financial covenant set forth in Section 9.01(b) (determined on a pro forma basis using Current Assets and Current Liabilities as of the last day

of Holdings' most recently ended fiscal quarter for which financial statements have been delivered pursuant to Section 8.01(a) or (b)) and (C) the representations and warranties of the Obligors and the Restricted Subsidiaries contained in this Agreement and each of the other Loan Documents shall be true and correct in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects) on and as of such date as if made on and as of the date of such designation (or, if stated to have been made expressly as of an earlier date, were true and correct in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects) as of such date), (ii) the designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence at the time of designation of any Investment, Debt, or Liens of such Subsidiary existing at such time, and the Borrower shall be in compliance with Article IX after giving effect to such designation, (iii) immediately after giving effect to such designation, the Borrower and such Subsidiary shall be in compliance with the requirements of Section 8.13 and (iv) the Administrative Agent shall have received a certificate of a Responsible Officer, in form and substance reasonably satisfactory to the Administrative Agent, certifying as to the satisfaction of the conditions and matters set forth in clauses (i)-(iii) above (and in the case of clause (i)(B) above, setting forth reasonably detailed calculations demonstrating that the Pro Forma Net Leverage Ratio will not exceed 4.00 to 1.00 and the Borrower will be in compliance, on a pro forma basis, with the financial covenant set forth in Section 9.01(b) (determined on a pro forma basis using Current Assets and Current Liabilities as of the last day of Holdings' most recently ended fiscal quarter for which financial statements have been delivered pursuant to Section 8.01(a) or (b))).

ARTICLE II
The Credits

Section 2.01 Commitments. Subject to the terms and conditions set forth herein, each Lender severally agrees to make Loans to the Borrower during the Availability Period in an aggregate principal amount that will not result in (a) such Lender's Revolving Credit Exposure exceeding such Lender's Commitment or (b) the total Revolving Credit Exposures exceeding the total Commitments. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, repay and reborrow the Loans.

Section 2.02 Loans and Borrowings.

(a) Borrowings; Several Obligations. Each Loan shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Types of Loans. Subject to Section 3.03, each Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower may request in accordance herewith. Each Lender at its option may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) Minimum Amounts; Limitation on Number of Borrowings. At the commencement of each Interest Period for any Eurodollar Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of $500,000 and not less than $1,000,000. At the time that each ABR Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of $250,000 and not less than $1,000,000; provided that an ABR Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Commitments or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.08(e). Borrowings of more than one Type may be outstanding at the same time; provided that there shall not at any time be more than a total of twelve (12) Eurodollar Borrowings outstanding. Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

(d) Notes. Upon the request of a Lender, the Loans made by such Lender shall be evidenced by a single promissory note of the Borrower in substantially the form of Exhibit A, dated (i) as of the date of this Agreement in the case of any Lender party hereto as of the date of this Agreement, and (ii) as of the effective date of the Assignment and Assumption in the case of any Lender that becomes a party hereto pursuant to an Assignment and Assumption, in each case payable to such Lender in a principal amount equal to its Maximum Credit Amount as in effect on such date, and otherwise duly completed. In the event that any Lender's Maximum Credit Amount increases or decreases for any reason (whether pursuant to Section 2.06, Section 12.04(b) or otherwise), the Borrower shall, upon the request of such Lender, deliver or cause to be delivered on the effective date of such increase or decrease, a new Note payable to such Lender in a principal amount equal to its Maximum Credit Amount after giving effect to such increase or decrease, and otherwise duly completed, and such Lender shall promptly return to the Borrower the previously issued Note held by such Lender. The date, amount, Type, interest rate and, if applicable, Interest Period of each Loan made by each Lender, and all payments made on account of the principal thereof, shall be recorded by such Lender on a Schedule attached to such Note or any continuation thereof or on any separate record maintained by such Lender. Failure to make any such notation or to attach a Schedule shall not affect any Lender's or the Borrower's rights or obligations in respect of such Loans or affect the validity of such transfer by any Lender of its Note.

Section 2.03 Requests for Borrowings. Each Borrowing shall be subject to each of the conditions set forth in Section 6.02. To request a Borrowing, the Borrower shall notify the Administrative Agent of such request by telephone (a) in the case of a Eurodollar Borrowing, not later than 11:00 a.m., Houston time, three Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 12:00 noon, Houston time, on the date of the proposed Borrowing; provided that no such notice shall be required for any deemed request of an ABR Borrowing to finance the reimbursement of an LC Disbursement as provided in Section 2.08(e). Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery, fax or electronic communication to the Administrative Agent of a written Borrowing Request signed by the Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

(a) the aggregate amount of the requested Borrowing;

(b) the date of such Borrowing, which shall be a Business Day;

(c) whether such Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing;

(d) in the case of a Eurodollar Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period";

(e) the amount of the then effective Borrowing Base, the current total Revolving Credit Exposures (without regard to the requested Borrowing) and the pro forma total Revolving Credit Exposures (giving effect to the requested Borrowing);

(f) the Consolidated Cash Balance (without regard to the requested Borrowing) and the pro forma Consolidated Cash Balance (giving effect to the requested Borrowing and the anticipated use of proceeds thereof within three Business Days);

(g) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.05; and

(h) each of the conditions set forth in Section 6.02 has been satisfied.

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Each Borrowing Request shall constitute a representation that (i) the amount of the requested Borrowing shall not cause the total Revolving Credit Exposures to exceed the total Commitments (i.e., the lesser of the Aggregate Maximum Credit Amounts and the then effective Borrowing Base) and (ii) after giving pro forma effect to the requested Borrowing, the Consolidated Cash Balance shall not exceed $70,000,000.

Promptly following receipt of a Borrowing Request in accordance with this Section 2.03, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

Section 2.04 Interest Elections.

(a) Conversion and Continuance. Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.04. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) Interest Election Requests. To make an election pursuant to this Section 2.04, the Borrower shall deliver to the Administrative Agent by hand delivery, fax or electronic communication an Interest Election Request signed by the Borrower by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such Interest Election Request shall be irrevocable.

(c) Information in Interest Election Requests. Each telephonic and written Interest Election Request shall specify the following information:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to Section 2.04(c)(iii) and (iv) shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Notice to Lenders by the Administrative Agent. Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) Effect of Failure to Deliver Timely Interest Election Request and Events of Default and Borrowing Base Deficiencies on Interest Election. If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be continued as a Eurodollar Loan having an Interest Period of one month. Notwithstanding any contrary provision hereof, (i) if an Event of Default has occurred and is continuing: (A) no outstanding Borrowing may be converted to or continued as a Eurodollar Borrowing (and any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective) and (B) unless repaid, each Eurodollar Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto; and (ii) if a Borrowing Base Deficiency exists: (A) outstanding Borrowings in excess of the Borrowing Base then in effect may not be converted or continued as Eurodollar Borrowings and (B) unless sooner repaid, any Eurodollar Borrowing in excess of the Borrowing Base then in effect shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

Section 2.05 Funding of Borrowings.

(a) Funding by Lenders. Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 1:00 p.m., Houston time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an Account of the Borrower subject to an Account Control Agreement and designated by the Borrower in the applicable Borrowing Request; provided that ABR Loans made to finance the reimbursement of an LC Disbursement as provided in Section 2.08(e) shall be remitted by the Administrative Agent to the Issuing Bank that made such LC Disbursement. Nothing herein shall be deemed to obligate any Lender to obtain the funds for its Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for its Loan in any particular place or manner.

(b) Presumption of Funding by the Lenders. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.05(a) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period.

Section 2.06 Termination and Reduction of Aggregate Maximum Credit Amounts.

(a) Scheduled Termination of Commitments. Unless previously terminated, the Commitments shall terminate on the Maturity Date. If at any time the Aggregate Maximum Credit Amounts are terminated or reduced to zero, then the Commitments shall terminate on the effective date of such termination or reduction.

(b) Optional Termination and Reduction of Aggregate Maximum Credit Amounts.

(i) The Borrower may at any time terminate, or from time to time reduce, the Aggregate Maximum Credit Amounts; provided that (A) each reduction of the Aggregate Maximum Credit Amounts shall be in an amount that is an integral multiple of $500,000 and not less than $1,000,000 and (B) the Borrower shall not terminate or reduce the Aggregate Maximum Credit Amounts if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 3.04(c), the total Revolving Credit Exposures would exceed the total Commitments.

(ii) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Aggregate Maximum Credit Amounts under Section 2.06(b)(i) at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section 2.06(b)(ii) shall be irrevocable; provided that a notice of reduction or termination of the Aggregate Maximum Credit Amounts delivered by the Borrower may state that such notice is conditioned upon (i) the effectiveness of other credit facilities or other securities offerings or (ii) the consummation of a Change of Control, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Aggregate Maximum Credit Amounts shall be permanent and may not be reinstated. Each reduction of the Aggregate Maximum Credit Amounts shall be made ratably among the Lenders in accordance with each Lender's Applicable Percentage.

Section 2.07 Borrowing Base.

(a) Initial Borrowing Base. For the period from and including the Effective Date to but excluding the first Redetermination Date, the amount of the Borrowing Base shall be $500,000,000. Notwithstanding the foregoing, the Borrowing Base may be subject to further adjustments from time to time pursuant to Section 2.07(e), Section 2.07(f) or Section 8.12(c).

(b) Scheduled and Interim Redeterminations. The Borrowing Base shall be redetermined in accordance with this Section 2.07 and subject to Section 2.07(d), such redetermined Borrowing Base shall become effective and applicable to the Borrower, the Administrative Agent, each Issuing Bank and the Lenders on March 15, 2018 (the "March 2018 Redetermination"), and thereafter semi-annually on April 1st and October 1st of each year, commencing October 1, 2018 (together with the March 2018 Redetermination, each a "Scheduled Redetermination"). In addition, the Borrower may, by notifying the Administrative Agent thereof, and the Administrative Agent may, at the direction of the Required Lenders, by notifying the Borrower thereof, one time each calendar year, each elect to cause the Borrowing Base to be redetermined (each, an "Interim Redetermination") in accordance with this Section 2.07. In addition, the Borrower may, by notice to the Administrative Agent thereof, request an additional Interim Redetermination upon any acquisition of proved Oil and Gas Properties whose purchase price is greater than five percent (5%) of the Borrowing Base then in effect.

(c) Scheduled and Interim Redetermination Procedure. Each Scheduled Redetermination and each Interim Redetermination shall be effectuated as follows:

(i) Upon receipt by the Administrative Agent of (A) the Reserve Report and the certificate required to be delivered by the Borrower to the Administrative Agent, in the case of a Scheduled Redetermination, pursuant to Section 8.11(a) and (c), and, in the case of an Interim Redetermination, pursuant to Section 8.11(b) and (c), and (B) such other reports, data and supplemental information, including, without limitation, the information provided pursuant to Section 8.11(c), as may, from time to time, be reasonably requested by the Required Lenders (the Reserve Report, such certificate and such other reports, data and supplemental information being the "Engineering Reports"), the Administrative Agent shall evaluate the information contained in the Engineering Reports and shall, in good faith, propose a new Borrowing Base (the "Proposed Borrowing Base") based upon such information and such other information (including, without limitation, the status of title information with respect to the Oil and Gas Properties as described in the Engineering Reports and the existence of any other Debt) as the Administrative Agent, in good faith, deems appropriate and consistent with its normal oil and gas lending criteria as it exists at the particular time. In no event shall the Proposed Borrowing Base exceed the Aggregate Maximum Credit Amounts. For the avoidance of doubt, in the case of an Interim Redetermination, the Administrative Agent may utilize the Engineering Reports delivered in connection with the last Scheduled Determination, provided, however, the Administrative Agent may in its sole discretion request Borrower-generated supplemental Engineering Reports in connection with such Interim Redetermination.

(ii) The Administrative Agent shall notify the Borrower and the Lenders of the Proposed Borrowing Base (the "Proposed Borrowing Base Notice"):

(A) in the case of a Scheduled Redetermination (1) if the Administrative Agent shall have received the Engineering Reports required to be delivered by the Borrower pursuant to Section 8.11(a) and (c) in a timely and complete manner, then on or before March 15th and September 15th of such year (or, in the case of the March 2018 Redetermination, on or before February 28, 2018) following the date of delivery of such Engineering Reports or (2) if the Administrative Agent shall not have received the Engineering Reports required to be delivered by the Borrower pursuant to Section 8.11(a) and (c) in a timely and complete manner, then promptly after the Administrative Agent has received complete Engineering Reports from the Borrower and has had a reasonable opportunity to determine the Proposed Borrowing Base in accordance with Section 2.07(c)(i) and in any event, within fifteen (15) days after the Administrative Agent has received the required Engineering Reports; and

(B) in the case of an Interim Redetermination, promptly, and in any event, within fifteen (15) days after the Administrative Agent has received the required Engineering Reports.

(iii) Any Proposed Borrowing Base must be approved or deemed to have been approved by the Lenders (in each Lender's sole discretion) as provided in this Section 2.07(c)(iii). Upon receipt of the Proposed Borrowing Base Notice, each Lender shall have fifteen (15) days to agree with the Proposed Borrowing Base or disagree with the Proposed Borrowing Base by proposing an alternate Borrowing Base. If at the end of such fifteen (15) days, any Lender has not communicated its approval or disapproval in writing to the Administrative Agent, such silence shall be deemed to be an approval of the Proposed Borrowing Base. If, at the end of such 15-day period, all of the Lenders, in the case of a

Proposed Borrowing Base that would increase the Borrowing Base then in effect, or the Required Lenders, in the case of a Proposed Borrowing Base that would decrease or maintain the Borrowing Base then in effect, have approved or deemed to have approved, as aforesaid, then the Proposed Borrowing Base shall become the new Borrowing Base effective on the date specified in Section 2.07(d). If, however, at the end of such fifteen (15) day period, all of the Lenders or the Required Lenders, as applicable, have not approved or been deemed to have approved the Proposed Borrowing Base, as aforesaid, then the Administrative Agent shall poll the Lenders to ascertain the highest Borrowing Base then acceptable to (x) in the case of a decrease or reaffirmation, a number of Lenders sufficient to constitute the Required Lenders and (y) in the case of an increase, all of the Lenders, and such amount shall become the new Borrowing Base, effective on the date specified in Section 2.07(d).

(d) Effectiveness of a Redetermined Borrowing Base. After a redetermined Borrowing Base is approved or is deemed to have been approved by all of the Lenders or the Required Lenders, as applicable, pursuant to Section 2.07(c)(iii), the Administrative Agent shall notify the Borrower and the Lenders (the "New Borrowing Base Notice") of the amount of the redetermined Borrowing Base, and such amount shall become the new Borrowing Base, effective and applicable to the Borrower, the Administrative Agent, each Issuing Bank and the Lenders:

(i) in the case of a Scheduled Redetermination, (A) if the Administrative Agent shall have received the Engineering Reports required to be delivered by the Borrower pursuant to Section 8.11(a) and (c) in a timely and complete manner, then on the April 1st or October 1st, as applicable (or, in the case of the March 2018 Redetermination, on March 1, 2018), following delivery of the New Borrowing Base Notice, or (B) if the Administrative Agent shall not have received the Engineering Reports required to be delivered by the Borrower pursuant to Section 8.11(a) and (c) in a timely and complete manner, then on the Business Day next succeeding delivery of the New Borrowing Base Notice; and

(ii) in the case of an Interim Redetermination, on the Business Day next succeeding delivery of the New Borrowing Base Notice.

Such amount shall then become the Borrowing Base until the next Scheduled Redetermination Date, the next Interim Redetermination Date or the next reduction or adjustment to the Borrowing Base, as applicable, under Section 2.07(e), Section 2.07(f) or Section 8.12(c), whichever occurs first.

(e) Reduction of Borrowing Base Upon Issuance of Permitted Senior Notes. Notwithstanding anything to the contrary contained herein, if any Obligor incurs any Debt constituting Permitted Senior Notes in reliance on Section 9.02(f), then the Borrowing Base then in effect shall be reduced immediately upon the date of such incurrence by an amount equal to the product of 0.25 multiplied by an amount equal to the stated principal amount of such Permitted Senior Notes. The Borrowing Base as so reduced shall become the new Borrowing Base immediately upon the date of such incurrence, effective and applicable to the Borrower, the Administrative Agent, the Issuing Banks and the Lenders on such date until the next redetermination or modification thereof hereunder. For purposes of this Section 2.07(e), if any such Debt is issued at a discount or otherwise sold for less than "par", the reduction shall be calculated based upon the stated principal amount without reference to such discount.

(f) Reduction of Borrowing Base Related to Dispositions of Borrowing Base Properties and/or Liquidation of Swap Agreements. If (i) any Swap Agreement to which the Borrower or any Restricted Subsidiary is a party is Liquidated or (ii) the Borrower or any Restricted Subsidiary Disposes of any Borrowing Base Properties or Equity Interests in any Restricted Subsidiary owning Borrowing Base Properties, and (A) the Swap PV of the Liquidated portion of such Swap Agreement or (B) the value attributable to such Disposed Borrowing Base Properties in the most recently delivered Reserve Report hereunder (or in the case of any Disposition of Equity Interests in any Restricted Subsidiary owning Borrowing Base Properties, the value attributable to such Borrowing Base Properties in the most recently delivered Reserve Report hereunder), as applicable, when combined with the sum of (I) the aggregate Swap PV of the Liquidated portion of all other Swap Agreements Liquidated since the most recent Scheduled Redetermination Date and (II) the aggregate value in the most recently delivered Reserve Report of all other Borrowing Base Properties Disposed of since the most recent Scheduled Redetermination Date (including in the case of any Disposition of Equity Interests in Restricted Subsidiaries owning Borrowing Base Properties, the aggregate value attributable to such Borrowing Base Properties in the most recently delivered Reserve Report hereunder), exceeds five percent (5%) of the Borrowing Base as then in effect (as determined by the Administrative Agent), individually or in the aggregate, then the Borrowing Base then in effect shall be reduced by the Swap PV of the Liquidated portion of such Swap Agreement in the then effective Borrowing Base and/or the value assigned to such Disposed Borrowing Base Properties in the then effective Borrowing Base (as determined in good faith by the Administrative Agent), as the case may be. The Borrowing Base as so reduced shall become the new Borrowing Base immediately upon the date of such Disposition or Liquidation, as the case may be, effective and applicable to the Borrower, the Administrative Agent, the Issuing Banks and the Lenders on such date until the next redetermination or adjustment of the Borrowing Base hereunder. Notwithstanding the foregoing, the Liquidation of any Swap Agreement required pursuant to Section 6.03 and Schedule 6.03 shall not constitute a Liquidation of a Swap Agreement solely for the purposes of this Section 2.07(f).

Section 2.08 Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein, the Borrower may request any Issuing Bank to, and such Issuing Bank shall, issue dollar-denominated Letters of Credit for the account of the Borrower or the Restricted Subsidiaries, in a form reasonably acceptable to the Administrative Agent and such Issuing Bank, at any time and from time to time during the Availability Period; provided further that the Borrower may not request the issuance, amendment, renewal or extension of Letters of Credit hereunder if a Borrowing Base Deficiency exists at such time or would exist as a result thereof. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, an Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. Each issuance, amendment, renewal or extension of a Letter of Credit shall be subject to the conditions set forth in Section 6.02. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrower shall hand deliver or fax (or transmit by electronic communication, if arrangements for doing so have been approved by the relevant Issuing Bank) to any Issuing Bank and the Administrative Agent (not less than three (3) Business Days in advance of the requested date of issuance, amendment, renewal or extension) a notice:

(i) requesting the issuance of a Letter of Credit or identifying the Letter of Credit issued by such Issuing Bank to be amended, renewed or extended;

(ii) specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day);

(iii) specifying the date on which such Letter of Credit is to expire (which shall comply with Section 2.08(c));

(iv) specifying the amount of such Letter of Credit;

(v) specifying the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit;

(vi) specifying the amount of the then effective Borrowing Base and whether a Borrowing Base Deficiency exists at such time, the current total Revolving Credit Exposures (without regard to the requested Letter of Credit or the requested amendment, renewal or extension of an outstanding Letter of Credit) and the pro forma total Revolving Credit Exposures (giving effect to the requested Letter of Credit or the requested amendment, renewal or extension of an outstanding Letter of Credit); and

(vii) confirming the conditions set for in Section 6.02 have been satisfied.

A Letter of Credit shall be issued, amended, renewed or extended only if (and each notice shall constitute a representation and warranty by the Borrower that) after giving effect to the requested issuance, amendment, renewal or extension, as applicable, (i) the LC Exposure shall not exceed the LC Commitment and (ii) the total Revolving Credit Exposures shall not exceed the total Commitments.

If requested by any Issuing Bank, the Borrower also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit; provided that, in the event of any conflict between such application and the terms of this Agreement, the terms of this Agreement shall control.

(c) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) unless satisfactorily collateralized or backstopped in the applicable Issuing Bank's sole discretion, the date selected by the Borrower that is no more than eighteen (18) months after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, no more than eighteen (18) months after such renewal or extension) and (ii) the date that is five Business Days prior to the Maturity Date.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the Issuing Bank that issues such Letter of Credit or the Lenders, each Issuing Bank that issues a Letter of Credit hereunder hereby grants to each Lender, and each Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of any Issuing Bank that issues a Letter of Credit hereunder, such Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the Borrower on the date due as provided in Section 2.08(e), or of any reimbursement payment required to be refunded to the Borrower for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this Section 2.08(d) in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default, the existence of a Borrowing Base Deficiency or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement. If any Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit issued by such Issuing Bank, the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 1:00 p.m., Houston time, on the date such LC Disbursement is made, if the Borrower shall have received notice of such LC Disbursement prior to 10:00 a.m., Houston time, on such date, or, if such notice has not been received by the Borrower prior to such time on such date, then not later than 1:00 p.m., Houston time, on (i) the Business Day the Borrower receives such notice, if such notice is received prior to 10:00 a.m., Houston time, or (ii) the Business Day immediately following the day the Borrower receives such notice, if such notice is not received prior to such time; provided that, unless the Borrower has notified the Administrative Agent that it intends to reimburse all or part of such LC Disbursement without using Loan proceeds or has submitted a Borrowing Request with respect thereto, if such LC Disbursement is not less than $1,000,000, the Borrower shall be deemed to have requested, and the Borrower does hereby request under such circumstances, that such payment be financed with an ABR Borrowing in an equivalent amount and, to the extent so financed, the Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Borrowing. If the Borrower fails to make such payment when due, the Administrative Agent shall notify each Lender of the applicable LC Disbursement, the payment then due from the Borrower in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the Borrower, in the same manner as provided in Section 2.05 with respect to Loans made by such Lender (and Section 2.05 shall apply, *mutatis mutandis*, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the Issuing Bank that issued such Letter of Credit the amounts so received by it from the Lenders. Promptly following receipt

by the Administrative Agent of any payment from the Borrower pursuant to this Section 2.08(e), the Administrative Agent shall distribute such payment to the Issuing Bank that issued such Letter of Credit or, to the extent that Lenders have made payments pursuant to this Section 2.08(e) to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear. Any payment made by a Lender pursuant to this Section 2.08(e) to reimburse any Issuing Bank for any LC Disbursement (other than the funding of ABR Borrowings as contemplated above) shall not constitute a Loan and shall not relieve the Borrower of its obligation to reimburse such LC Disbursement. Any LC Disbursement not reimbursed by the Borrower or funded as a Loan prior to 1:00 p.m., Houston time, shall bear interest for such day at the Alternate Base Rate plus the Applicable Margin.

(f) Obligations Absolute. The Borrower's obligation to reimburse LC Disbursements as provided in Section 2.08(e) shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit, any Letter of Credit Agreement or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by any Issuing Bank under a Letter of Credit issued by such Issuing Bank against presentation of a draft or other document that does not comply with the terms of such Letter of Credit or any Letter of Credit Agreement, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section 2.08(f), constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. Neither the Administrative Agent, the Lenders nor any Issuing Bank, nor any of their Related Parties shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of any Issuing Bank; provided that the foregoing shall not be construed to excuse any Issuing Bank from liability to the Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of any Issuing Bank (as finally determined by a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised all requisite care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the Issuing Bank that issued such Letter of Credit may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. Each Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit issued by such Issuing Bank. Such Issuing Bank shall promptly notify the Administrative Agent and the Borrower by telephone (confirmed by fax or electronic communication) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse such Issuing Bank and the Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If any Issuing Bank shall make any LC Disbursement, then, until the Borrower shall have reimbursed such Issuing Bank for such LC Disbursement (either with its own funds or a Borrowing under Section 2.08(e)), the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrower reimburses such LC Disbursement, at the rate per annum then applicable to ABR Loans. Interest accrued pursuant to this Section 2.08(h) shall be for the account of such Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to Section 2.08(e) to reimburse such Issuing Bank shall be for the account of such Lender to the extent of such payment.

(i) Replacement of an Issuing Bank. Any Issuing Bank may be replaced or resign at any time by written agreement among the Borrower, the Administrative Agent, such resigning or replaced Issuing Bank and, in the case of a replacement, the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such resignation or replacement of an Issuing Bank. At the time any such resignation or replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the resigning or replaced Issuing Bank pursuant to Section 3.05(b). In the case of the replacement of an Issuing Bank, from and after the effective date of such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of the replaced Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the resignation or replacement of an Issuing Bank hereunder, the resigning or replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such resignation or replacement, but shall not be required to issue additional Letters of Credit.

(j) Cash Collateralization. If (i) any Event of Default shall occur and be continuing and the Borrower receives notice from the Administrative Agent or the Majority Lenders demanding the deposit of cash collateral pursuant to this Section 2.08(j), or (ii) the Borrower is required to cash collateralize the excess attributable to an LC Exposure in connection with any prepayment pursuant to Section 3.04(c) or (iii) the Borrower is required to cash collateralize a Defaulting Lender's LC Exposure pursuant to Section 4.04(c)(iii)(B), then the Borrower shall deposit with or deliver to the Administrative Agent (as a first priority, perfected security interest (subject to Excepted Liens of the type described in clause (e) of the definition thereof)), in the name of the Administrative Agent and for the benefit of the Issuing Banks and the Lenders, at a location and pursuant to documentation in form and substance

satisfactory to the Administrative Agent, an amount in cash equal to, in the case of an Event of Default, the LC Exposure, in the case of a payment required by Section 3.04(c), the amount of such excess as provided in Section 3.04(c) or in the case of a Defaulting Lender's LC Exposure, pursuant to Section 4.04(c)(iii)(B), such Defaulting Lender's LC Exposure, as applicable, as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default described in Section 10.01(h) or Section 10.01(i). The Borrower hereby grants to the Administrative Agent, for the benefit of each Issuing Bank and the Lenders, an exclusive first priority and continuing perfected security interest in and Lien on such account and all cash, checks, drafts, certificates and instruments, if any, from time to time deposited or held in such account, all deposits or wire transfers made thereto, any and all investments purchased with funds deposited in such account, all interest, dividends, cash, instruments, financial assets and other Property from time to time received, receivable or otherwise payable in respect of, or in exchange for, any or all of the foregoing, and all proceeds, products, accessions, rents, profits, income and benefits therefrom, and any substitutions and replacements therefor. The Borrower's obligation to deposit amounts pursuant to this Section 2.08(j) shall be absolute and unconditional, without regard to whether any beneficiary of any such Letter of Credit has attempted to draw down all or a portion of such amount under the terms of a Letter of Credit, and, to the fullest extent permitted by applicable law, shall not be subject to any defense or be affected by a right of set-off, counterclaim or recoupment which the Obligors or their respective Subsidiaries may now or hereafter have against any such beneficiary, any Issuing Bank, the Administrative Agent, the Lenders or any other Person for any reason whatsoever. Such deposit shall be held as collateral securing the payment and performance of the Obligors' obligations under this Agreement and the other Loan Documents. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account; provided that investments of funds in such account in investments of the type described in clause (a) and (b) of the definition of Cash Equivalents as permitted by Section 9.05(c) may be made at the option of the Borrower at its direction, risk and expense; otherwise, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse, on a pro rata basis, each Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated, be applied to satisfy other obligations of the Borrower and the Guarantors, if any, under this Agreement or the other Loan Documents. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default or pursuant to Section 4.04(c)(iii)(B) as a result of a Defaulting Lender's LC Exposure, and the Borrower is not otherwise required to cash collateralize the excess attributable to an LC Exposure in connection with any prepayment pursuant to Section 3.04(c), then such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three Business Days after (i) all Events of Default have been waived or the events giving rise to such cash collateralization pursuant to Section 4.04(c)(iii)(B) have been satisfied or resolved or (ii) or arrangements satisfactory to the relevant Issuing Bank have been made for the substitution of new payment assurances.

ARTICLE III
Payments of Principal and Interest; Prepayments; Fees

Section 3.01 Repayment of Loans. The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Loan on the Termination Date.

Section 3.02 Interest.

(a) ABR Loans. The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Margin, but in no event to exceed the Highest Lawful Rate.

(b) Eurodollar Loans. The Loans comprising each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Margin, but in no event to exceed the Highest Lawful Rate.

(c) Post-Default and Borrowing Base Deficiency Rate. Notwithstanding the foregoing, (i) if either (A) an Event of Default pursuant to Section 10.01(a), (b), (h), (i) or (j) or Section 10.01(d) as a result of the failure to deliver a notice pursuant to Section 8.02(a) has occurred and is continuing, or (B) any other Event of Default has occurred and the Administrative Agent has delivered a notice to the Borrower notifying the Borrower of an election to charge default interest hereunder, then all Loans outstanding shall bear interest, after as well as before judgment, at a rate per annum equal to two percent (2%) plus the rate applicable to ABR Loans as provided in Section 3.02(a), but in no event to exceed the Highest Lawful Rate and (ii) during any Borrowing Base Deficiency, the amount of such Borrowing Base Deficiency shall bear interest, after as well as before judgment, at a rate per annum equal to two percent (2%) plus the rate applicable to ABR Loans as provided in Section 3.02(a), but in no event to exceed the Highest Lawful Rate.

(d) Interest Payment Dates. Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date, and in any case, on the Termination Date; provided that (i) interest accrued pursuant to Section 3.02(c)(i) shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than an optional prepayment of an ABR Loan prior to the Termination Date), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment, and (C) in the event of any conversion of any Eurodollar Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) Interest Rate Computations. All interest hereunder shall be computed on the basis of a year of 360 days, unless such computation would exceed the Highest Lawful Rate, in which case interest shall be computed on the basis of a year of 365 days (or 366 days in a leap year), except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error, and be binding upon the parties hereto.

Section 3.03 Alternate Rate of Interest. If prior to the commencement of any Interest Period for a Eurodollar Borrowing:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or LIBO Rate for such Interest Period; or

(b) the Administrative Agent is advised by the Majority Lenders that the Adjusted LIBO Rate or LIBO Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone or fax as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective, and (ii) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

Section 3.04 Prepayments.

(a) Optional Prepayments. The Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to prior notice in accordance with Section 3.04(b) and payment of applicable breakage costs, if any, under Section 5.02.

(b) Notice and Terms of Optional Prepayment. The Borrower shall notify the Administrative Agent by telephone (confirmed by fax or electronic communication) of any prepayment hereunder (i) in the case of prepayment of a Eurodollar Borrowing, not later than 12:00 noon, Houston time, three Business Days before the date of prepayment, or (ii) in the case of prepayment of an ABR Borrowing, not later than 12:00 noon, Houston time, one Business Day before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that a notice of prepayment delivered by the Borrower may state that such notice is conditioned upon (i) the effectiveness of other credit facilities or other securities offerings or (ii) the consummation of a Change of Control, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 3.02 and payment of applicable breakage costs, if any, under Section 5.02.

(c) Mandatory Prepayments.

(i) If, after giving effect to any termination or reduction of the Aggregate Maximum Credit Amounts pursuant to Section 2.06(b), the total Revolving Credit Exposure exceeds the total Commitments, then the Borrower shall, on the same Business Day, (A) prepay the Borrowings on the date of such termination or reduction in an aggregate principal amount equal to such excess, and (B) if any excess remains after prepaying all of the Borrowings as a result of an LC Exposure, cash collateralize such excess as provided in Section 2.08(j).

(ii) Upon any Scheduled Redetermination or Interim Redetermination or adjustment to the amount of the Borrowing Base in accordance with Section 8.12(c), if the total Revolving Credit Exposures exceeds the redetermined or adjusted Borrowing Base, then, after receiving a New Borrowing Base Notice in accordance with Section 2.07(d) or a notice of adjustment pursuant to Section 8.12(c), as the case may be (the date of receipt of any such notice, the "Deficiency Notification Date"), the Borrower shall at its option take one of the following actions:

(A) prepay the Borrowings in an aggregate principal amount equal to such Borrowing Base Deficiency (and to the extent that any excess remains after prepaying all of the Borrowings as a result of an LC Exposure, cash collateralize such excess as provided in Section 2.08(j)) within thirty (30) days following the Deficiency Notification Date;

(B) prepay the Borrowings in six consecutive equal monthly installments, the first installment being due and payable on the 30th day after the Deficiency Notification Date and each subsequent installment being due and payable on the same day in each of the subsequent calendar months, with each payment being equal to one-sixth (1/6th) of such Borrowing Base Deficiency, so that the Borrowing Base Deficiency is reduced to zero within six months of the Deficiency Notification Date; provided that, if any excess remains after prepaying all of the Borrowings as a result of any LC Exposure, the Borrower shall pay to the Administrative Agent on behalf of the Lenders an amount equal to such excess to be held as Cash Collateral as provided in Section 2.08(j);

(C) grant, within thirty (30) days following the Deficiency Notification Date, to the Administrative Agent as security for the Obligations a first-priority Lien on additional Oil and Gas Properties acceptable to the Required Lenders in their sole discretion not evaluated in the most recently delivered Reserve Report (and not already subject to a Lien of the Security Instruments) pursuant to Security Instruments acceptable to the Administrative Agent with sufficient Borrowing Base value (as determined by the Required Lenders) to cure the Borrowing Base Deficiency; provided that in no event may the Borrower elect the option specified in this clause (C) if fewer than ninety (90) days remain until the Maturity Date; or

(D) (i) deliver, within twenty (20) days after the Deficiency Notification Date, written notice to the Administrative Agent indicating the Borrower's election to combine the options provided in clauses (B), (C) and/or (D) above, and indicating the amount to be prepaid and the amount to be provided as additional Collateral, and (ii) make such payment and deliver such additional Collateral within the time periods required under clauses (B), (C) and/or (D) above;

provided that, notwithstanding the options set forth above, in all cases, the Borrowing Base Deficiency must be eliminated on or prior to the Termination Date.

The Borrower shall provide to the Administrative Agent, within twenty (20) days following its receipt of the applicable New Borrowing Base Notice in accordance with Section 2.07(d) or the date the adjustment occurs pursuant to Section 8.12(c), as applicable, written notice indicating which of the options specified in clauses (A), (B), (C) or (D) the Borrower elects to take in order to eliminate the Borrowing Base Deficiency. In the event the Borrower fails to provide such written notice to the Administrative Agent within the twenty (20) day period referred to above, the Borrower shall be deemed to have irrevocably elected the option set forth in clause (B) above. The failure of the Borrower to comply with any of the options elected (including any deemed election) pursuant to the provisions of this Section 3.04(c)(ii) and specified in such notice (or relating to such deemed election) shall constitute an Event of Default.

(iii) Upon any adjustments to the Borrowing Base pursuant to Section 2.07(e) or Section 2.07(f) if the total Revolving Credit Exposures exceeds the Borrowing Base as adjusted, then the Borrower shall (A) prepay the Borrowings in an aggregate principal amount equal to such excess, and (B) if any excess remains after prepaying all of the Borrowings as a result of an LC Exposure, cash collateralize such excess as provided in Section 2.08(j). The Borrower shall be obligated to make such prepayment and/or cash collateralize such excess on the Business Day immediately following the date that any Obligor or any Restricted Subsidiary receives any cash proceeds as a result of (1) the applicable issuance of Permitted Senior Notes, in the case of any adjustment to the Borrowing Base pursuant to Section 2.07(e), or (2) the consummation of a Disposition of Oil and Gas Properties or Liquidation of Swap Agreement, as applicable, in the case of any adjustment to the Borrowing Base pursuant to Section 2.07(f); provided that all payments required to be made pursuant to this Section 3.04(c)(iii) must be made on or prior to the Termination Date.

(iv) Each prepayment of Borrowings pursuant to this Section 3.04(c) shall be applied, first, ratably to any ABR Borrowings then outstanding, and, second, to any Eurodollar Borrowings then outstanding, and if more than one Eurodollar Borrowing is then outstanding, to each such Eurodollar Borrowing in order of priority beginning with the Eurodollar Borrowing with the least number of days remaining in the Interest Period applicable thereto and ending with the Eurodollar Borrowing with the most number of days remaining in the Interest Period applicable thereto.

(v) Each prepayment of Borrowings pursuant to this Section 3.04(c) shall be applied ratably to the Loans included in the prepaid Borrowings. Prepayments pursuant to this Section 3.04(c) shall be accompanied by accrued and unpaid interest to the extent required by Section 3.02.

(d) No Premium or Penalty. Prepayments permitted or required under this Section 3.04 shall be without premium or penalty, except as required under Section 5.02.

Section 3.05 Fees.

(a) Commitment Fees. The Borrower agrees to pay to the Administrative Agent for the account of each Lender (subject to Section 4.04(c)(i)) a commitment fee, which shall accrue at the applicable Commitment Fee Rate on the average daily amount of the unused amount of the Commitment of such Lender during the period from and including the date of this Agreement to but excluding the Termination Date. Accrued commitment fees shall be payable in arrears on the last day of March, June, September and December of each year and on the Termination Date, commencing on the first such date to occur after the date hereof. All commitment fees shall be computed on the basis of a year of 360 days, unless such computation would cause interest on the Obligations to exceed the Highest Lawful Rate, in which case such commitment fees shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) Letter of Credit Fees. The Borrower agrees to pay (i) to the Administrative Agent for the account of each Lender (subject to Section 4.04(c)(iii)) a participation fee with respect to its participations in Letters of Credit, which shall accrue at the same Applicable Margin used to determine the interest rate applicable to Eurodollar Loans on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the date of this Agreement to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure, (ii) to each Issuing Bank a fronting fee, which shall accrue at the rate of 0.25% per annum on the average daily amount of such Issuing Bank's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure; provided that in no event shall such fee be less than $500 during any quarter and (iii) to each Issuing Bank, for its own account, its standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit issued by such Issuing Bank or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of March, June, September and December of each year shall be payable on the third Business Day following such last day, commencing on the first such date to occur after the date of this Agreement; provided that all such fees shall be payable on the Termination Date and any such fees accruing after the Termination Date shall be payable on demand. Any other fees payable to an Issuing Bank pursuant to this Section 3.05(b) shall be payable within 10 days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days, unless such computation would exceed the Highest Lawful Rate, in which case such fees shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) Administrative Agent Fees. The Borrower agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times set forth in the Fee Letter.

(d) Borrowing Base Increase Fees. The Borrower agrees to pay to the Administrative Agent, for the account of each Lender (other than a Defaulting Lender) then party to this Agreement, ratably in accordance with its Applicable Percentage, a Borrowing Base increase fee in an amount to be agreed by the Lenders and the Borrower on the amount of any increase of the Borrowing Base, payable on the effective date of any such increase to the Borrowing Base.

ARTICLE IV
Payments; Pro Rata Treatment; Sharing of Set-offs.

Section 4.01 Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a) Payments by the Borrower. The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 5.01, Section 5.02, Section 5.03 or otherwise) prior to 1:00 p.m., Houston time, on the date when due, in immediately available funds, without defense, deduction, recoupment, set-off or counterclaim (except for Taxes, if any, pursuant to Section 5.03(a), provided that the Borrower has complied with all of the requirements of such Section to the extent applicable). Fees, once paid, shall be fully earned and shall not be refundable under any circumstances, absent manifest error. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices specified in Section 12.01, except payments to be made directly to an Issuing Bank as expressly provided herein and except that payments pursuant to Section 5.01, Section 5.02, Section 5.03 and Section 12.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in dollars.

(b) Application of Insufficient Payments. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) Sharing of Payments by Lenders. If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in LC Disbursements and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall take an assignment of, or

purchase participations in the Loans and participations in LC Disbursements of other Lenders, in each case, for cash at face value, to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and participations in LC Disbursements or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued but unpaid interest on their respective Loans and participations in LC Disbursements; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this Section 4.01(c) shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this Section 4.01(c) shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

Section 4.02 Presumption of Payment by the Borrower. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or any Issuing Bank that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or such Issuing Bank, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or such Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

Section 4.03 Certain Deductions by the Administrative Agent. If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.05(b), Section 2.08(d), Section 2.08(e), Section 4.01(c), Section 4.02, Section 5.03(g) or Section 12.03(c), then the Administrative Agent may, in its sole discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender (for the benefit of the Administrative Agent or the applicable Issuing Bank) to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

Section 4.04 Payments and Deductions to a Defaulting Lender.

(a) [Reserved].

(b) If a Defaulting Lender (or a Lender who would be a Defaulting Lender but for the expiration of the relevant grace period) as a result of the exercise of a set-off shall have received a payment in respect of its Revolving Credit Exposure which results in its Revolving Credit Exposure being less than its Applicable Percentage of the aggregate Revolving Credit Exposures, then no payments will be made to such Defaulting Lender until such time as such Defaulting Lender shall have complied with Section 4.04(c) and all amounts due and owing to the Lenders have been equalized in accordance with each Lender's respective pro rata share of the Obligations. Further, if at any time prior to the acceleration or maturity of the Loans, the Administrative Agent shall receive any payment in respect of principal of a Loan or a reimbursement of an LC Disbursement while one or more Defaulting Lenders shall be party to this Agreement, the Administrative Agent shall apply such payment first to the Borrowing(s) for which such Defaulting Lender(s) shall have failed to fund its pro rata share until such time as such Borrowing(s) are paid in full or each Lender (including each Defaulting Lender) is owed its Applicable Percentage of all Loans then outstanding. After acceleration or maturity of the Loans, subject to the first sentence of this Section 4.04(b), all principal will be paid ratably as provided in Section 10.02(c).

(c) Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(i) Fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to Section 3.05.

(ii) The Commitments, the Maximum Credit Amount and Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether the Lenders, Super Majority Lenders, the Majority Lenders or the Required Lenders, as applicable, have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 12.02); provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender and which affects such Defaulting Lender, shall require the consent of such Defaulting Lender; and provided further that no Defaulting Lender shall participate in any redetermination or affirmation of the Borrowing Base, but the Commitment of a Defaulting Lender may not be increased without the consent of such Defaulting Lender.

(iii) If any LC Exposure exists at the time a Lender becomes a Defaulting Lender then:

(A) all or any part of the LC Exposure of such Defaulting Lender shall be automatically reallocated among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages (for the purposes of such reallocation, the Defaulting Lender's Commitment shall be disregarded in determining the Non-Defaulting Lender's Applicable Percentage) but only to the extent (1) the sum of all Non-Defaulting Lenders' Revolving Credit Exposures plus such Defaulting Lender's LC Exposure does not exceed the total of all Non-Defaulting Lenders' Commitments and (2) the sum of each Non-Defaulting Lender's Revolving Credit Exposure plus its reallocated share of such Defaulting Lender's LC Exposure does not exceed such Non-Defaulting Lender's Commitment; provided that, subject to

Section 12.19, no such reallocation will constitute a waiver or release of any claim the Borrower, any other Obligor, the Administrative Agent, any Issuing Bank or any Lender may have against such Defaulting Lender or cause such Defaulting Lender to be a Non-Defaulting Lender;

(B) if the reallocation described in clause (A) above cannot, or can only partially, be effected, then the Borrower shall within one Business Day following notice by the Administrative Agent cash collateralize for the benefit of each Issuing Bank such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (A) above) in accordance with the procedures set forth in Section 2.08(e) for so long as such LC Exposure is outstanding;

(C) if the Borrower cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to this Section 4.04 then the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 3.05(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;

(D) if the LC Exposure of the Non-Defaulting Lenders is reallocated pursuant to this Section 4.04(c), then the fees payable to the Lenders pursuant to Section 3.05(a) and Section 3.05(b) shall be adjusted in accordance with such Non-Defaulting Lenders' Applicable Percentages after giving effect to such reallocation; and

(E) if any Defaulting Lender's LC Exposure is neither cash collateralized nor reallocated pursuant to this Section 4.04(c)(iii), then, without prejudice to any rights or remedies of any Issuing Bank or any Lender hereunder, all commitment fees that otherwise would have been payable to such Defaulting Lender (solely with respect to the portion of such Defaulting Lender's Commitment that was utilized by such LC Exposure) and all letter of credit fees payable under Section 3.05(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the Issuing Banks (ratably) until such LC Exposure is cash collateralized and/or reallocated.

(d) So long as any Lender is a Defaulting Lender, no Issuing Bank shall be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure and the Defaulting Lender's then outstanding LC Exposure will be 100% covered by the Commitments of the Non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 4.04(c), and participating interests in any such newly issued or increased Letter of Credit shall be allocated among Non-Defaulting Lenders in a manner consistent with Section 4.04(c)(iii)(A) (and Defaulting Lenders shall not participate therein).

(e) In the event that the Administrative Agent, the Borrower and the Issuing Banks each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender and such Lender is no longer a Defaulting Lender, then the LC Exposures of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date, if necessary, such Lender shall purchase at par such of the Loans and/or participations in Letters of Credit of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans and/or participations in Letters of Credit in accordance with its Applicable Percentage.

ARTICLE V
Increased Costs; Break Funding Payments; Taxes; Illegality

Section 5.01 Increased Costs.

(a) Eurodollar Changes in Law. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve (including marginal, special, emergency or supplemental reserves), special deposit, compulsory loan, insurance charge, or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate); or

(ii) subject the Administrative Agent or any Lender to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes, and (C) Connection Income Taxes) on its Loans, Loan principal, Letters of Credit, Commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Eurodollar Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting to, continuing or maintaining any Eurodollar Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by such Lender (whether of principal, interest or otherwise), then, pursuant to Section 5.01(c), upon the written request of such Lender, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or any Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or liquidity or on the capital or liquidity of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy and liquidity), then from time to time the Borrower will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c) Certificates. A certificate of a Lender or any Issuing Bank setting forth in reasonable detail the basis of its request and the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in Section 5.01(a) or (b) shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or such Issuing Bank, as the case may be, the amount shown as due on any such certificate within 30 days after receipt thereof.

(d) Effect of Failure or Delay in Requesting Compensation. Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section 5.01 shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or any Issuing Bank pursuant to this Section 5.01 for any increased costs or reductions incurred more than 270 days prior to the date that such Lender or such Issuing Bank, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 270-day period referred to above shall be extended to include the period of retroactive effect thereof. No Lender or Issuing Bank may make any demand pursuant to this Section 5.01 more than 270 days after the Termination Date.

Section 5.02 Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as the result of the request by the Borrower pursuant to Section 5.04, (c) the conversion of any Eurodollar Loan into an ABR Loan other than on the last day of the Interest Period applicable thereto, or (d) the failure to borrow, convert, continue or prepay any Eurodollar Loan on the date specified in any notice delivered pursuant hereto, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. In the case of a Eurodollar Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market.

A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section 5.02 and reasonably detailed calculations therefor, upon request of the Borrower, shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

Section 5.03 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Borrower or any Guarantor under any Loan Document shall be made free and clear of and without deduction for any Taxes; except as required by applicable law. If Withholding Agent shall be required by applicable law to deduct any Taxes from such payments, as determined in good faith by the applicable Withholding Agent, then (i) in the case of Indemnified Taxes, the sum payable shall be increased as necessary so that after making all required deductions of Indemnified Taxes (including deductions applicable to additional sums payable under this Section 5.03(a)), the applicable Recipient receives an amount equal to the sum it would have received had no such deductions for Indemnified Taxes been made, (ii) the applicable Withholding Agent shall make all deductions required by applicable law and (iii) the applicable Withholding Agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) Payment of Other Taxes by the Borrower. The Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of such Other Taxes.

(c) Indemnification by the Borrower. The Borrower shall indemnify each Recipient, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes paid by such Recipient on or with respect to any payment by or on account of any obligation of the Borrower hereunder (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 5.03) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate of the Administrative Agent, a Lender or an Issuing Bank as to the amount of such payment or liability under this Section 5.03 shall be delivered to the Borrower and shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes by the Borrower or a Guarantor to a Governmental Authority, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding tax with respect to payments under this Agreement or any other Loan Document shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate. In addition, any Lender, if requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the

completion, execution and submission of such documentation (other than such documentation set forth in Section 5.03(e)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed IRS Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed IRS Form W-8BEN (or any successor form) or IRS Form W-8BEN-E (or any successor form), as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN (or any successor form) or IRS Form W-8BEN-E (or any successor form), as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed IRS Form W-8ECI (or any successor form);

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit I-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10-percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed originals of IRS Form W-8BEN(or any successor form) or IRS Form W-8BEN-E(or any successor form), as applicable; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed IRS Form W-8IMY (or any successor form), accompanied by IRS Form W-8ECI(or any successor form), IRS Form W-8BEN(or any successor form) or IRS Form W-8BEN-E(or any successor form), as applicable, a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-2 or Exhibit I-3, IRS Form W-9 (or any successor form), and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation and information reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(iv) On or before the date that Royal Bank of Canada (and any successor or replacement Administrative Agent) becomes the Administrative Agent hereunder, it shall deliver to the Borrower two duly executed originals of either (i) IRS Form W-9 (or any successor form) or (ii) a U.S. branch withholding certificate on IRS Form W-8IMY (or any successor form) evidencing its agreement with the Borrower to be treated as a U.S. Person, with the effect that, in any case, the Borrower will be entitled to make payments hereunder to the Administrative Agent without withholding or deduction on account of U.S. federal withholding Tax.

(f) Treatment of Certain Refunds. If any party determines in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 5.03 (including by the payment of additional amounts pursuant to this Section 5.03), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 5.03 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (f) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (f), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (f) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(g) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.04(c) relating to the maintenance of a Participant Register, and (ii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this Section 5.03(g).

(h) Defined Terms. For Purposes of this Section 5.03, the term "Lender" includes any Issuing Bank and the term "applicable law" includes FATCA.

Section 5.04 Designation of Different Lending Office; Replacement of Lenders.

(a) Designation of Different Lending Office. If (i) any Lender requests compensation under Section 5.01, or (ii) the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 5.03, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (A) would eliminate or reduce amounts payable pursuant to Section 5.01 or Section 5.03, as the case may be, in the future and (B) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If (i) any Lender requests compensation under Section 5.01, (ii) the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 5.03, (iii) any Lender asserts an illegality under Section 5.05, (iv) any Lender becomes a Defaulting Lender, (v) any Lender is a Non-Consenting Lender, or (vi) any Lender does not approve a Proposed Borrowing Base that would increase or reaffirm the Borrowing Base then in effect pursuant to Section 2.07(c)(iii) when the Super Majority Lenders have approved such Proposed Borrowing Base pursuant to Section 2.07(c)(iii), then in any such case, the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 12.04), all its interests, rights and obligations under this Agreement to an assignee or assignees that shall assume such obligations (which assignee may be another Lender, if such Lender accepts such assignment); provided that (A) the Borrower shall have received the prior written consent of the Administrative Agent, which consent shall not unreasonably be withheld, (B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts), (C) in the case of any such assignment resulting from a claim for compensation under Section 5.01, for payments required to be made pursuant to Section 5.03 or an illegality under Section 5.05, such assignment will result in a reduction in such compensation or payments or avoid the illegality, (D) such assignment does not conflict with applicable law, (E) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent, and (F) in the case of any assignment resulting from a Lender not approving an increase to or reaffirmation of the Borrowing Base as contemplated by clause (vi) above, the applicable assignee shall have consented to the increase or reaffirmation of the Borrowing Base. Notwithstanding the foregoing, a Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment

and delegation cease to apply. Each Lender hereby agrees to make such assignment and delegations required under this Section 5.04(b). Notwithstanding the foregoing, a Lender shall not be required to make any such assignment and delegation if such Lender (or its Affiliate) is a Secured Swap Party or a Secured Cash Management Provider with any outstanding Secured Swap Obligations or Secured Cash Management Obligations, respectively, unless on or prior thereto, all such Secured Swap Agreements or Secured Cash Management Agreements have been terminated or novated to another Person and such Lender (or its Affiliate) shall have received payment of all amounts, if any, payable to it in connection with such termination or novation (or, in each case, other arrangements satisfactory to such Secured Swap Party or Secured Cash Management Provider, as applicable, shall have been made with respect to such outstanding Secured Swap Obligations or Secured Cash Management Obligations).

Section 5.05 Illegality. Notwithstanding any other provision of this Agreement, in the event that it becomes unlawful for any Lender or its applicable lending office to honor its obligation to make or maintain Eurodollar Loans either generally or having a particular Interest Period hereunder, then (a) such Lender shall promptly notify the Borrower and the Administrative Agent thereof and such Lender's obligation to make such Eurodollar Loans shall be suspended (the "Affected Loans") until such time as such Lender may again make and maintain such Eurodollar Loans and (b) all Affected Loans which would otherwise be made by such Lender shall be made instead as ABR Loans (and, if such Lender so requests by notice to the Borrower and the Administrative Agent, all Affected Loans of such Lender then outstanding shall be automatically converted into ABR Loans either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Eurodollar Loans) and, to the extent that Affected Loans are so made as (or converted into) ABR Loans, all payments of principal which would otherwise be applied to such Lender's Affected Loans shall be applied instead to its ABR Loans.

ARTICLE VI
Conditions Precedent

Section 6.01 Effective Date. The obligations of the Lenders to make Loans and of any Issuing Bank to issue Letters of Credit hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 12.02):

(a) The Administrative Agent shall have received satisfactory title information setting forth the status of title to at least 25% of the total value of the Borrowing Base Properties evaluated in the Initial Reserve Report.

(b) The Arrangers, the Administrative Agent and the Lenders shall have received all upfront, arrangement and agency fees and, to the extent invoiced at least two Business Days prior to the Effective Date, other fees and amounts due and payable on or prior to the Effective Date, including, to the extent invoiced at least two Business Days prior to the Effective Date, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder (including, without limitation, the reasonable fees and expenses of Paul Hastings LLP, counsel to the Administrative Agent).

(c) The Borrower shall have deposited an amount to be agreed with Paul Hastings LLP, counsel to the Administrative Agent, to be held and applied toward payment of costs and expenses for recordation of the Security Instruments, as provided pursuant to Section 12.03(a). If such deposit exceeds the amount of such costs and expenses, the excess shall be returned to the Borrower. If such deposit is less than such costs and expenses, the deficit shall be paid by Borrower pursuant to Section 12.03(a).

(d) The Administrative Agent shall have received a certificate of the Secretary or a Responsible Officer of the Borrower and of each Guarantor setting forth (i) resolutions of the managers, board of directors or other managing body with respect to the authorization of the Borrower or such Guarantor to execute and deliver the Loan Documents to which it is a party and to enter into the Transactions, (ii) the individuals (A) who are authorized to sign the Loan Documents to which the Borrower or such Guarantor is a party and (B) who will, until replaced by another individual duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection with this Agreement and the other Loan Documents to which it is a party, (iii) specimen signatures of such authorized individuals, and (iv) for the Borrower and each Guarantor, the articles or certificate of incorporation or formation (certified by the Secretary of State of the jurisdiction of organization) and the bylaws, operating agreement, partnership agreement or other Organizational Document, as applicable, in each case, certified as being true and complete. The Administrative Agent and the Lenders may conclusively rely on such certificate until the Administrative Agent receives notice in writing from the Borrower to the contrary.

(e) The Administrative Agent shall have received a certificate of the chief executive officer or chief financial officer of the Borrower and each of the other Obligors certifying that on the Effective Date (i) all representations and warranties of the Borrower and each such other Obligor in the Loan Documents are true and correct in all material respects, except those representations and warranties which include a materiality qualifier, which shall be true and correct as so qualified, (ii) no Default or Event of Default has occurred or is continuing or will result from the making of the Loans or the Transactions contemplated by the Loan Documents and (iii) the Obligors and the Restricted Subsidiaries have received all consents and approvals required by Section 7.03.

(f) The Administrative Agent shall have received a Solvency Certificate from the chief financial officer of the Borrower certifying that (i) the Borrower and (ii) the Borrower and the other Obligors taken as a whole, are Solvent.

(g) The Administrative Agent shall have received certificates with respect to the existence, qualification and good standing or other comparable status of the Borrower and each of the other Obligors from the appropriate State agency of such Obligor’s jurisdiction of organization and such other jurisdictions as may be reasonably requested by the Administrative Agent.

(h) The Administrative Agent shall have received from each party hereto counterparts (in such number as may be requested by the Administrative Agent) of this Agreement signed on behalf of such party.

(i) To the extent requested by a Lender, the Administrative Agent shall have received duly executed Notes payable to such Lender in a principal amount equal to its Maximum Credit Amount, dated as of the date hereof.

(j) The Administrative Agent shall have received from each party thereto duly executed counterparts (in such number as may be requested by the Administrative Agent) of the Guarantee and Collateral Agreement and the other Security Instruments (other than those listed on Schedule 6.03, if any) deemed necessary or advisable by the Administrative Agent. In connection with the execution and delivery of the Security Instruments, the Administrative Agent shall:

(i) be reasonably satisfied that the Security Instruments will create first priority, perfected Liens (subject only to Excepted Liens) on at least 85% of the total value of the Borrowing Base Properties evaluated in the Initial Reserve Report;

(ii) have received certificates, together with undated, blank stock powers for any such certificate, representing all of the issued and outstanding Equity Interests of the Obligors and their respective direct Subsidiaries, in each case, owned by the Obligors and to the extent such Equity Interests are certificated; and

(iii) have received from each party thereto duly executed counterparts of an Account Control Agreement for each Deposit Account and Securities Account listed on Schedule 7.25 other than any Excluded Account.

(k) The Administrative Agent shall have received UCC financing statements for the Borrower and each Guarantor to be filed in each such Person's state of incorporation or formation, or principal place of business, as applicable.

(l) On the Effective Date, 100% of the Commitments shall be unused (other than utilization of the Commitments for (i) Letters of Credit issued on the Effective Date, if any, (ii) Borrowings in an amount necessary to pay fees and expenses incurred hereunder and (iii) Borrowings in an amount necessary to pay fees and expenses in connection with refinancing the Existing Credit Agreement).

(m) The Administrative Agent shall have received an opinion of (x) Baker Botts L.L.P., counsel to the Borrower, in form and substance reasonably satisfactory to the Administrative Agent, as to such customary matters regarding this Agreement, the Security Instruments and the other Loan Documents and the Transactions as the Administrative Agent or its counsel may reasonably request and (y) local counsel reasonably acceptable to the Administrative Agent and its counsel with respect to mortgages and other recorded instruments to perfect interests in real property.

(n) The Administrative Agent shall have received an ACORD evidence of insurance certificate evidencing coverage of the Obligors and their respective Subsidiaries evidencing that the Borrower is carrying insurance in accordance with Section 8.06 and naming the Administrative Agent in such capacity for the Lenders as loss payee on all property insurance policies and naming the Administrative Agent and the Lenders as additional insureds on all liability policies.

(o) The Administrative Agent shall be satisfied that there has been no material change (as reasonably determined by the Administrative Agent) to the notional volumes, tenors, pricing and other terms of the Obligors' and the Restricted Subsidiaries' commodity and interest rate hedging transactions, as specified in the disclosure prepared by the Borrower and posted to the Lenders via IntraLinks on July 26, 2017.

(p) The Administrative Agent shall have received (i) the Financial Statements referred to in Section 7.04(a) and (ii) the Initial Reserve Report accompanied by a certificate covering the matters described in Section 8.11(c).

(q) The Administrative Agent shall have received appropriate UCC and other Lien and judgment search certificates from the jurisdiction of organization reflecting no prior Liens encumbering the Properties of such Obligor other than those being assigned or released on or prior to the Effective Date or Liens permitted by Section 9.03.

(r) The Administrative Agent shall have received evidence satisfactory to it that (i) all loans and other amounts owing under the Existing Credit Agreement have been (or contemporaneously herewith are being) repaid in full and all commitments thereunder have been terminated or cancelled and (ii) all Liens on (A) the personal Property of the Obligors and the Subsidiaries and (B) all Oil and Gas Properties of the Obligors in each county for which a Security Instrument is executed on the Effective Date, associated with the Existing Credit Agreement, except for any Liens associated with the Wells Fargo Escrow Account, have been released or terminated, subject only to the filing of applicable terminations, releases or assignments.

(s) The Administrative Agent and the Lenders shall have received, and be reasonably satisfied in form and substance with, all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including but not restricted to the Patriot Act.

(t) The Administrative Agent shall have received such other documents as the Administrative Agent or counsel to the Administrative Agent may reasonably request.

The Administrative Agent shall notify the Borrower and the Lenders of the Effective Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing, the obligations of the Lenders to make Loans and of each Issuing Bank to issue Letters of Credit hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 12.02) at or prior to 2:00 p.m., Houston time, on August 7, 2017 (and, in the event such conditions are not so satisfied or waived, the Commitments shall terminate at such time). For purposes of determining compliance with the conditions specified in this Section 6.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received written notice from such Lender prior to the proposed Effective Date specifying its objection thereto.

Section 6.02 Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing (including the initial funding), and of each Issuing Bank to issue, amend, renew or extend any Letter of Credit, is subject to the satisfaction of the following conditions:

(a) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default or Event of Default shall have occurred and be continuing.

(b) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Material Adverse Effect shall have occurred since Effective Date.

(c) Each of the representations and warranties of the Borrower and the Guarantors, set forth in this Agreement and in the other Loan Documents shall be true and correct in all material respects (except for those which have a materiality qualifier, which shall be true and correct in all respects as so qualified) on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable, such representations and warranties shall continue to be true and correct in all material respects (except for those which have a materiality qualifier, which shall be true and correct in all respects as so qualified) as of such specified earlier date.

(d) After giving pro forma effect to such Borrowing and the anticipated use of proceeds thereof within three Business Days, the Consolidated Cash Balance as of such time shall not exceed $70,000,000.

(e) The receipt by the Administrative Agent of a Borrowing Request in accordance with Section 2.03 or a request for a Letter of Credit in accordance with Section 2.08(b), as applicable.

Each request for a Borrowing and each request for the issuance, amendment, renewal or extension of any Letter of Credit shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in Section 6.02(a) through (d).

Section 6.03 Post-Closing Obligations.

(a) Within the time periods specified on Schedule 6.03 (as each may be extended in writing by the Administrative Agent in its sole discretion), each Obligor shall, and shall cause each Restricted Subsidiary to, provide the documentation, and complete the undertakings, as are set forth on Schedule 6.03. All conditions precedent, covenants and representations and warranties contained in this Agreement and the other Loan Documents shall

be deemed modified to the extent necessary to effect the foregoing (and to permit the taking of the actions described above and on Schedule 6.03 within the time periods required by this Section 6.03, rather than as elsewhere provided in the Loan Documents); provided that (x) to the extent any representation and warranty would not be true, or any provision of any covenant breached, because the foregoing actions were not taken on the Effective Date, the respective representation and warranty shall be required to be true and correct in all material respects, and the covenant complied with, at the time the respective action is taken (or was required to be taken) in accordance with the foregoing provisions of this Section 6.03 and (y) all representations and warranties and covenants relating to the Loan Documents shall be required to be true or, in the case of any covenant, complied with, immediately after the actions required to be taken by this Section 6.03 have been taken (or were required to be taken).

(b) Notwithstanding anything to the contrary in this Agreement, to the extent that the Initial Post-Closing Title Requirement is not satisfied on or before the date that is 30 days after the Effective Date (the "Availability Limit Date"), then until the date on which the Initial Post-Closing Title Requirement is satisfied, the Obligors shall maintain unused total Commitments in an amount equal to or greater than $250,000,000. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, from and after the Availability Limit Date until the date on which the Initial Post-Closing Title Requirement is satisfied, the Obligors hereby agree that the Administrative Agent, the Issuing Bank and the Lenders shall have no obligation to make Loans or to issue, amend, renew or extend any Letter of Credit if after giving effect thereto, the total Revolving Credit Exposures would exceed $250,000,000 (and the Borrower hereby agrees it shall not request any Loan or the issuance, amendment, renewal or extension of any Letter of Credit if giving effect thereto, the total Revolving Credit Exposures would exceed $250,000,000). The Obligors hereby agree that this Section 6.03(b) shall be disregarded for the purposes of calculating any fees pursuant to Section 3.05.

ARTICLE VII
Representations and Warranties

The Obligors jointly and severally represent and warrant to the Lenders that:

Section 7.01 Organization; Powers. Each of the Obligors and the Restricted Subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority, and has all material governmental licenses, authorizations, consents and approvals necessary, to own its assets and to carry on its business as now conducted, and is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except where failure to have such power, authority, licenses, authorizations, consents, approvals and qualifications could not reasonably be expected to have a Material Adverse Effect.

Section 7.02 Authority; Enforceability. The Transactions are within the Borrower's and each Guarantor's corporate, partnership limited liability company powers and have been duly authorized by all necessary corporate, limited liability company or partnership and, if required, shareholder action (including, without limitation, any action required to be taken by any class of directors of the Borrower or any other Person, whether interested or disinterested, in order to ensure the due authorization of the Transactions). Each Loan Document to which the

Borrower or any Guarantor is a party has been duly executed and delivered by the Borrower or such Guarantor, as applicable, and constitutes a legal, valid and binding obligation of the Borrower or such Guarantor, as applicable, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 7.03 Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any other third Person (including the shareholders or any class of directors of the Borrower or any other Person, whether interested or disinterested), nor is any such consent, approval, registration, filing or other action necessary for the validity or enforceability of any Loan Document or the consummation of the Transactions, except (i) such as have been obtained or made and are in full force and effect, (ii) the filings and recordings necessary to perfect the Liens created hereby and by the Security Instruments, (iii) those third party approvals or consents which, if not made or obtained, would not cause a Default hereunder or could not reasonably be expected to have a Material Adverse Effect and (iv) the filing of any required documents with the SEC, (b) will not violate any applicable law or regulation or the charter, by-laws or other Organizational Documents of the Obligors or any Restricted Subsidiary or any order of any Governmental Authority (except, with respect to applicable law or regulations, for such violations that would not reasonably be expected to have a Material Adverse Effect), (c) will not violate or result in a default under any indenture, agreement or other instrument evidencing or governing Material Debt binding upon the Obligors, the Restricted Subsidiaries or their respective Properties, or give rise to a right thereunder to require any payment to be made by the Obligors or any Restricted Subsidiary and (d) will not result in the creation or imposition of any Lien on any Property of the Obligors or any Restricted Subsidiary (other than the Liens created by the Loan Documents).

Section 7.04 Financial Position; No Material Adverse Effect.

(a) Holdings has heretofore furnished to the Lenders the consolidated balance sheet and statements of income, shareholders' equity and cash flows for Holdings and its Consolidated Subsidiaries (i) as of and for the fiscal year ended December 31, 2016, reported on by KPMG LLP, independent public accounts (it being understood that such financial statements are in respect of LINN Energy, LLC and its consolidated subsidiaries as of such date) and (ii) as of and for the fiscal quarter and the portion of the fiscal year ended March 31, 2017, certified by its chief financial officer. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of Holdings and its Consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) above.

(b) Since the Effective Date and the date of the last financial statements delivered pursuant to Section 8.01, there has been no event, development or circumstance that has had or could reasonably be expected to have a Material Adverse Effect.

(c) As of the Effective Date, no Obligor or any Restricted Subsidiary has any Material Debt (including Disqualified Capital Stock), or any material contingent liabilities, material off-balance sheet liabilities or partnerships, material liabilities for Taxes, material unusual forward or long-term commitments or material unrealized or anticipated losses from any unfavorable commitments, except (i) the Obligations or (ii) as referred to or reflected or provided for in the Financial Statements delivered under Section 7.04(a).

Section 7.05 Litigation. Except as set forth on Schedule 7.05, there are no actions, suits, investigations or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Obligors or the Restricted Subsidiaries, threatened in writing against or affecting the Obligors or the Restricted Subsidiaries (a) not fully covered by insurance (except for normal deductibles) as to which there is a reasonable possibility of an adverse determination that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (b) that involve any Loan Document or the Transactions, except for any such action, suit, investigation or proceeding related to the Existing Credit Agreement, any liabilities in respect of which will be fully covered (except with respect to interest, fees, expenses and indemnification obligations, if any) by amounts on deposit in the Wells Fargo Escrow Account. Since the date of this Agreement, there has been no change in the status of the matters disclosed in Schedule 7.05 that, individually or in the aggregate, has resulted in, or would reasonably be expected to result in, a Material Adverse Effect.

Section 7.06 Environmental Matters. Except for such matters that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect:

(a) the Obligors and their respective Subsidiaries and each of their respective Properties and operations thereon are, and within all applicable statute of limitation periods have been, in compliance with all applicable Environmental Laws;

(b) the Obligors and their respective Subsidiaries have obtained all Environmental Permits required for their respective operations and each of their Properties, with all such Environmental Permits being currently in full force and effect, and none of the Obligors and their respective Subsidiaries has received any written notice or otherwise has knowledge that any such existing Environmental Permit will be revoked or that any application for any new Environmental Permit or renewal of any existing Environmental Permit will be protested or denied;

(c) there are no claims, demands, suits, orders, inquiries, or proceedings concerning any violation of, or any liability (including as a potentially responsible party) under, any applicable Environmental Laws that are pending or, to the knowledge of any Obligor, threatened against the Obligors and their respective Subsidiaries or any of their respective Properties or as a result of any operations at the Properties;

(d) none of the Properties contain or have contained any: (i) underground storage tanks; (ii) asbestos containing materials in a friable condition or otherwise requiring abatement under Environmental Laws; (iii) landfills or dumps; (iv) hazardous waste management units as defined pursuant to RCRA or any comparable state law; or (v) sites on or nominated for the National Priority List promulgated pursuant to CERCLA or any similar state remedial priority list promulgated or published pursuant to any comparable state law;

(e) there has been no unauthorized Release or threatened unauthorized Release of Hazardous Materials at, on, under or from any of the Obligors' or their respective Subsidiaries' Properties; there is no investigation, remediation, abatement, removal, or monitoring of Hazardous Materials required under applicable Environmental Laws at such Properties; and, to the knowledge of the Obligors, none of such Properties are adversely affected by any Release or threatened Release of a Hazardous Material originating or emanating from any other real property;

(f) neither the Obligors nor their respective Subsidiaries has received any written notice asserting an alleged liability or obligation under any applicable Environmental Laws with respect to the investigation, remediation, abatement, removal, or monitoring of any Hazardous Materials at, under, or Released or threatened to be Released from any real properties offsite the Obligors or their respective Subsidiaries' Properties.

Section 7.07 Compliance with the Laws and Agreements; No Defaults.

(a) Each of the Obligors and the Restricted Subsidiaries is in compliance with all Governmental Requirements applicable to it or its Property and all agreements and other instruments binding upon it or its Property except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(b) No Default has occurred and is continuing.

Section 7.08 Investment Company Act. None of the Obligors or any of the Restricted Subsidiaries is an "investment company" or a company "controlled" by an "investment company," within the meaning of, or subject to regulation under, the Investment Company Act of 1940, as amended.

Section 7.09 Taxes. Each of the Obligors and their respective Subsidiaries has timely filed or caused to be filed all Tax returns (including extensions) and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Obligors and their respective Subsidiaries, as applicable, have set aside on their books adequate reserves in accordance with GAAP or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect. The charges, accruals and reserves on the books of the Obligors and their respective Subsidiaries in respect of Taxes and other governmental charges are, in the reasonable opinion of the Obligors, adequate. No Tax Lien (other than an Excepted Lien with respect to Taxes) has been filed and, to the knowledge of the Obligors, no claim is being asserted in writing with respect to any material unpaid Tax. The Borrower is treated as a disregarded entity, Parent is treated as a partnership or a disregarded subsidiary of Holdings and Holdings is treated as a corporation for U.S. federal income tax purposes.

Section 7.10 ERISA. Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect or result in any Lien arising under ERISA or Section 430 of the Code:

(a) The Obligors and their respective Subsidiaries and each ERISA Affiliate have complied in all material respects with ERISA and, where applicable, the Code regarding each Plan, if any.

(b) Each Plan, if any, is, and has been, maintained in substantial compliance with ERISA and, where applicable, the Code.

(c) No ERISA Event with respect to any Plan has occurred or is expected by the Obligors or any of their respective Subsidiaries or any ERISA Affiliate to be incurred with respect to any Plan.

(d) No failure to meet the minimum funding standard of Section 412 of the Code or Section 302 of ERISA, whether or not waived, exists with respect to any Plan.

(e) None of the Obligors and their respective Subsidiaries or any ERISA Affiliate sponsors, maintains or contributes to, or has at any time in the six-year period preceding the date hereof sponsored, maintained or contributed to, any Multiemployer Plan.

(f) None of the Obligors and their respective Subsidiaries or any ERISA Affiliate is required to provide security under Section 401(a)(29) of the Code due to a Plan amendment that results in an increase in current liability for the Plan.

(g) None of the Obligors and their respective Subsidiaries nor any ERISA Affiliate sponsors, maintains or contributes to an employee welfare benefit plan, as defined in Section 3(1) of ERISA, including any such plan maintained to provide benefits to former employees of such entities, that may not be terminated by the Obligors and their respective Subsidiaries or any ERISA Affiliate in its sole discretion without any material liability.

Section 7.11 Disclosure; No Material Misstatements. None of the reports, financial statements, certificates or other written information (other than Reserve Reports and information delivered in connection therewith) furnished by or on behalf of the Obligors and their respective Subsidiaries to the Administrative Agent or any Lender pursuant to this Agreement or any other Loan Document or delivered by the Borrower, any other Obligor or any of their respective Subsidiaries to the Administrative Agent or any Lender hereunder or under any other Loan Document (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading on the date when furnished; provided that with respect to financial estimates, projected or forecasted financial information and other forward-looking information, the Obligors each represents and warrants only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time of preparation; it being understood that (a) such projections and forecasts, as to future events, are not to be viewed as facts, that actual results during the period(s) covered by any such projections or forecasts may differ

significantly from the projected or forecasted results and that such differences may be material and that such projections and forecasts are not a guarantee of financial performance, and (b) no representation is made with respect to information of a general economic or general industry nature. There are no statements or conclusions in any Reserve Report or in any information delivered in connection therewith which are based upon or include materially misleading information of a material fact or fail to take into account material information regarding the material matters reported therein, it being understood that projections concerning volumes attributable to the Oil and Gas Properties of the Borrower and the Restricted Subsidiaries and production and cost estimates contained in each Reserve Report and in other information delivered in connection therewith are necessarily based upon professional opinions, estimates and projections and that no warranty is made with respect to such opinions, estimates and projections.

Section 7.12 Insurance. The Obligors have, and have caused all of the Restricted Subsidiaries to have, (a) all insurance policies sufficient for the compliance by each of them with all material Governmental Requirements and all material agreements and (b) insurance coverage in at least amounts and against such risk (including, without limitation, public liability) that are usually insured against by companies similarly situated and engaged in the same or a similar business for the assets and operations of the Obligors and the Restricted Subsidiaries. The Administrative Agent has been named as additional insured in respect of such liability insurance policies and the Administrative Agent has been named as loss payee with respect to property loss insurance.

Section 7.13 Restriction on Liens. Except as permitted by Section 9.14, neither the Obligors nor the Restricted Subsidiaries is a party to any agreement or arrangement or is subject to any order, judgment, writ or decree, which either prohibits or purports to prohibit any of the Obligors or the Restricted Subsidiaries from granting Liens to the Administrative Agent and the Lenders on or in respect of their Properties to secure the Obligations, or restricts any Restricted Subsidiary from paying dividends or making any other distributions in respect of its Equity Interests to the Obligors or any Restricted Subsidiary, or restricts any Restricted Subsidiary from making loans or advances or transferring any Property to the Obligors or any Restricted Subsidiary, or which requires the consent of or notice to other Persons in connection therewith.

Section 7.14 Subsidiaries. As of the date hereof or as of the date of the most recent certificate delivered pursuant to Section 8.01(c), except as set forth on Schedule 7.14 or as disclosed in writing to the Administrative Agent (which shall promptly furnish a copy to the Lenders), and which disclosure (including updates included in certificates delivered pursuant to Section 8.01(c)) shall be a supplement to Schedule 7.14, none of the Obligors has any direct or indirect Subsidiaries, Unrestricted Subsidiaries or Permitted Joint Ventures. Holdings does not have any direct or indirect Foreign Subsidiaries. Each Subsidiary Guarantor is a Wholly-Owned Subsidiary of the Borrower. Each Subsidiary listed on Schedule 7.14 (as supplemented) is (a) a Restricted Subsidiary unless specifically designated as an Unrestricted Subsidiary therein and (b) a Material Subsidiary unless specifically designated as an Immaterial Subsidiary therein.

Section 7.15 Location of Business and Offices. As of the date hereof or as of the date of the most recent certificate delivered pursuant to Section 8.01(k), the jurisdiction of organization, correct legal name as listed in the public records of its jurisdiction of organization, organizational identification number in its respective jurisdiction of organization, federal tax identification number, if applicable, and the principal place of business and chief executive office, in each case of each Obligor and its respective Subsidiaries is set forth on Schedule 7.14 (or as set forth in a notice delivered pursuant to Section 8.01(k) and delivered in accordance with Section 12.01).

Section 7.16 Properties; Titles, Etc.

(a) Each of the Borrower and the Restricted Subsidiaries has good and defensible title to its Oil and Gas Properties evaluated in the most recently delivered Reserve Report (other than those disposed of in compliance with Section 9.11 since delivery of such Reserve Report and those title defects disclosed in writing to the Administrative Agent) and good title to all its personal Properties, in each case, free and clear of all Liens except Liens permitted by Section 9.03. After giving full effect to the Excepted Liens, the Borrower or the Restricted Subsidiary specified as the owner owns the net interests in production attributable to the Hydrocarbon Interests as reflected in the most recently delivered Reserve Report, and the ownership of such Properties shall not in any material respect obligate it to bear the costs and expenses relating to the maintenance, development and operations of each such Property in an amount in excess of the working interest of each Property set forth in the most recently delivered Reserve Report that is not offset by a corresponding proportionate increase in its net revenue interest in such Property.

(b) All material leases and agreements necessary for the conduct of the business of the Obligors and the Restricted Subsidiaries are valid and subsisting, in full force and effect, except to the extent any failure to be valid and subsisting and in full force and effect could not reasonably be expected to have a Material Adverse Effect, and there exists no default or event or circumstance which with the giving of notice or the passage of time or both would give rise to a default under any such lease or agreement, which could reasonably be expected to have a Material Adverse Effect.

(c) The rights and Properties presently owned, leased or licensed by the Obligors and the Restricted Subsidiaries including, without limitation, all easements and rights of way, include all rights and Properties reasonably necessary to permit the Obligors and the Restricted Subsidiaries to conduct their business, except to the extent any failure to satisfy the foregoing could not reasonably be expected to have a Material Adverse Effect.

(d) All of the Properties of the Obligors and the Restricted Subsidiaries (other than the Oil and Gas Properties, which are addressed in Section 7.17) which are reasonably necessary for the operation of their businesses are in good working condition and are maintained in accordance with prudent business standards, except to the extent any failure to satisfy the foregoing could not reasonably be expected to have a Material Adverse Effect.

(e) Each of the Obligors and the Restricted Subsidiaries owns, or is licensed to use, all trademarks, trade names, copyrights, patents and other intellectual Property material to its business, and the use thereof by the Obligors and the Restricted Subsidiaries does not infringe upon the rights of any other Person, except for any such infringements that, individually or in the

aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Obligors and the Restricted Subsidiaries either own or have valid licenses or other rights to use all databases, geological data, geophysical data, engineering data, seismic data, maps, interpretations and other technical information used in their businesses as presently conducted, subject to the limitations contained in the agreements governing the use of the same, which limitations are customary for companies engaged in the business of the exploration and production of Hydrocarbons, with such exceptions as could not reasonably be expected to have a Material Adverse Effect.

(f) None of the Borrower or the Restricted Subsidiaries own, and have not acquired or made any other expenditure (whether such expenditure is capital, operating or otherwise) in or related to, any Oil and Gas Properties located outside of the geographical boundaries of the United States or in the offshore federal waters of the United States of America.

Section 7.17 Maintenance of Properties. Except for such acts or failures to act as could not be reasonably expected to have a Material Adverse Effect, the Oil and Gas Properties (and Properties unitized therewith) of the Borrower and the Restricted Subsidiaries have been maintained, operated and developed in a good and workmanlike manner and in conformity with all Governmental Requirements and in conformity with the provisions of all leases, subleases or other contracts comprising a part of the Hydrocarbon Interests and other contracts and agreements forming a part of the Oil and Gas Properties of the Borrower and the Restricted Subsidiaries. Specifically in connection with the foregoing, except as could not reasonably be expected to have a Material Adverse Effect, (a) no Oil and Gas Property of the Borrower and the Restricted Subsidiaries is subject to having allowable production reduced below the full and regular allowable production (including the maximum permissible tolerance) because of any overproduction (whether or not the same was permissible at the time) and (b) none of the wells comprising a part of the Oil and Gas Properties (or Properties unitized therewith) of the Borrower and the Restricted Subsidiaries is deviated from the vertical more than the maximum permitted by Governmental Requirements, and such wells are, in fact, bottomed under and are producing from, and the well bores are wholly within, such Oil and Gas Properties (or in the case of wells located on Properties unitized therewith, such unitized Properties). All pipelines, wells, gas processing plants, platforms and other material improvements, fixtures and equipment owned in whole or in part by the Borrower and the Restricted Subsidiaries that are necessary to conduct normal operations are being maintained in a state adequate to conduct normal operations, and with respect to such of the foregoing which are operated by the Borrower and the Restricted Subsidiaries, in a manner consistent with the Borrower's and the Restricted Subsidiaries' past practices (other than those the failure of which to maintain in accordance with this Section 7.17 could not reasonably be expected to have a Material Adverse Effect).

Section 7.18 Gas Imbalances, Prepayments. Except as set forth on Schedule 7.18 or on the most recent Reserve Report Certificate, on a net basis there are no gas imbalances, take or pay or other prepayments which would require the Borrower and the Restricted Subsidiaries to deliver, in the aggregate, two percent (2%) or more of the monthly production from Hydrocarbons produced from the Oil and Gas Properties of the Borrower and the Restricted Subsidiaries at some future time without then or thereafter receiving full payment therefor.

Section 7.19 Marketing of Production. Except for contracts listed and in effect on the Effective Date on Schedule 7.19, and thereafter either disclosed in writing to the Administrative Agent or included in the most recently delivered Reserve Report Certificate (with respect to all of which contracts the Borrower represents that it or its Restricted Subsidiaries are receiving a price for all production sold thereunder which is computed substantially in accordance with the terms of the relevant contract and are not having deliveries curtailed substantially below the subject Property's delivery capacity), no material agreements exist which are not cancelable on sixty (60) days' notice or less without penalty or detriment for the sale of production from the Borrower's and the Restricted Subsidiaries' Hydrocarbons (including, without limitation, calls on or other rights to purchase, production, whether or not the same are currently being exercised) that (a) pertain to the sale of production at a fixed price and (b) have a maturity or expiry date of more than six (6) months from the date of delivery of such Reserve Report Certificate.

Section 7.20 Swap Agreements. Schedule 7.20, as of the date hereof, and after the date hereof, each report required to be delivered by the Borrower pursuant to Section 8.01(d) (as of the relevant period end), sets forth, a true and complete list of all Swap Agreements of the Borrower and each of the Restricted Subsidiaries, the material terms thereof (including the type, term, effective date, termination date and notional amounts or volumes), the net mark-to-market value thereof, all credit support agreements relating thereto (including any margin required or supplied) and the counterparty to each such agreement.

Section 7.21 Use of Loans and Letters of Credit. The proceeds of the Loans and the Letters of Credit shall be used (a) to provide working capital for lease acquisitions, for exploration and production operations and for development (including the drilling and completion of producing wells), (b) for the acquisition, exploration and development of Oil and Gas Properties permitted hereunder, (c) for the issuance of Letters of Credit, (d) to refinance obligations outstanding under the Existing Credit Agreement and (e) for other lawful general corporate purposes, including Restricted Payments permitted hereunder. The Obligors and the Restricted Subsidiaries are not engaged principally, or as one of its or their important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying margin stock (within the meaning of Regulation T, U or X of the Board). No part of the proceeds of any Loan or Letter of Credit will be used for any purpose which violates Regulation T, U or X of the Board.

Section 7.22 Solvency. Immediately after giving effect to the Transactions and immediately prior to and after giving effect to each Borrowing and each issuance, amendment, renewal, or extension of a Letter of Credit, (i) the Borrower is Solvent and (ii) the Borrower and the other Obligors taken as a whole, are Solvent.

Section 7.23 Anti-Corruption. Neither the Obligors nor their respective Subsidiaries, nor any director, officer, agent, employee, or Affiliate of the Obligors or their respective Subsidiaries is in violation of or is aware of or has taken any action, directly or indirectly, that would result in a violation by such Persons of any applicable Anti-Corruption Laws, including without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA.

Section 7.24 AML and Sanctions. Neither any of the Obligors nor any of their respective Subsidiaries, nor any director, officer, agent, employee, or Affiliate of the Obligors or their respective Subsidiaries is (i) a Sanctioned Person or (ii) in violation of any AML Laws or Sanctions. The Borrower will not directly or indirectly use the proceeds from the Loans or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person, in a manner that will cause a violation of AML Laws, Anti-Corruption Laws or applicable Sanctions by any Person participating in the transactions contemplated by this Agreement, whether as lender, issuing bank, borrower, guarantor, agent, or otherwise. The Borrower represents that neither it nor any of the other Obligors nor any of their respective Subsidiaries or Affiliates has engaged in or intends to engage in any dealings or transactions with, or for the benefit of, any Sanctioned Person or with or in any Sanctioned Country. No Borrowing or Letter of Credit relates, directly or indirectly, to any activities or business of or with a Sanctioned Person or with or in a Sanctioned Country; and, the Obligors and their respective Subsidiaries and each of their Affiliates have conducted their business in material compliance with all applicable Anti-Corruption Laws. The Obligors have implemented and maintain in effect policies and procedures which are reasonably expected to ensure compliance by the Obligors and their respective Subsidiaries and their respective directors, officers, employees and agents with AML Laws, Anti-Corruption Laws or applicable Sanctions.

Section 7.25 Accounts. Set forth on Schedule 7.25 (as the same may be supplemented by the Borrower from time to time upon delivery of a written supplement to the Administrative Agent) lists all Deposit Accounts, including any Excluded Accounts, and Securities Accounts maintained by or for the benefit of the Obligors or any Restricted Subsidiary.

ARTICLE VIII
Affirmative Covenants

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents have been paid in full (other than indemnities and other contingent obligations not then due and payable and as to which no claim has been made as of the time of determination) and all Letters of Credit shall have expired, terminated or have been cash collateralized (or as to which other arrangements satisfactory to the Administrative Agent and each Issuing Bank shall have been made) and all LC Disbursements shall have been reimbursed, each of the Obligors covenants and agrees with the Lenders, and covenants and agrees with the Lenders to cause the Restricted Subsidiaries, that:

Section 8.01 Financial Statements; Other Information. The Borrower will furnish to the Administrative Agent and each Lender:

(a) Annual Financial Statements. As soon as available and not later than ninety (90) days after the end of each fiscal year of Holdings, Holdings' and its Consolidated Subsidiaries' audited consolidated balance sheet and related statements of operations, shareholders' equity and cash flows as of the end of and for such year, setting forth in comparative form the figures for the previous fiscal year (which may be compared against the financial statements of LINN Energy, LLC to the extent applicable), all reported on by KPMG, LLP or other independent public accountants of recognized national standing, without a "going concern" or like qualification, emphasis on the matter or exception (except to the extent such "going concern" qualification is solely attributable to the Maturity Date occurring within the next twelve months) and without any qualification or exception as to the scope of such audit to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of Holdings and its Consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied.

(b) Quarterly Financial Statements. As soon as available, but in any event and not later than forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year of Holdings, Holdings' and its Consolidated Subsidiaries' consolidated balance sheet and related statements of operations, shareholders' equity and cash flows as of the end of and for such quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year (which may be compared against the financial statements of LINN Energy, LLC to the extent applicable), all certified by a Financial Officer as presenting fairly in all material respects the financial position and results of operations of Holdings and its Consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes.

(c) Certificate of Financial Officer — Compliance. Concurrently with any delivery of financial statements under Section 8.01(a) or Section 8.01(b), commencing with the fiscal quarter ending September 30, 2017, a certificate of a Financial Officer of Holdings in substantially the form of Exhibit B hereto (i) certifying as to whether a Default has occurred and is continuing as of the date of such certificate and, if a Default has occurred and is continuing, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations demonstrating compliance with Section 9.01, (iii) stating whether any change in GAAP or in the application thereof has occurred since the Effective Date which materially changes the calculation of any covenant or affects compliance with the terms of this Agreement and, if applicable, specifying the effect of such change on the financial statements accompanying such certificate, (iv) if, during the applicable period, all of the Consolidated Subsidiaries of Holdings are not Consolidated Restricted Subsidiaries or any Permitted Joint Ventures exist during the applicable period, additional financial information (which may be in the form of footnotes to the consolidated financial statements referred to in Section 8.01(a) or Section 8.01(b) above) setting forth calculations excluding the effects of any Unrestricted Subsidiaries that constitute Consolidated Subsidiaries and to the extent included in such consolidated financial statements, Permitted Joint Ventures, and containing such calculations for any Unrestricted Subsidiaries or such Permitted Joint Ventures as reasonably requested by the Administrative Agent, including any supporting documents used to prepare such calculations, and (v) setting forth a specification of any change in the identity of the Restricted Subsidiaries, Material Subsidiaries, Guarantors, Unrestricted Subsidiaries and Permitted Joint Ventures as of the end of such period, as the case may be, from the Restricted

Subsidiaries, Material Subsidiaries, Guarantors and Unrestricted Subsidiaries, respectively, identified on the Effective Date or in the most recently delivered certificate pursuant to this Section 8.01(c) (and, to the extent necessary, designating sufficient additional Restricted Subsidiaries as Material Subsidiaries so as to comply with the definition of "Material Subsidiary").

(d) Swap Agreements. Concurrently with any delivery of financial statements under Section 8.01(a) and Section 8.01(b), a true and complete list of all Swap Agreements, as of the last Business Day of such fiscal quarter or fiscal year, of the Borrower and each of its Restricted Subsidiaries, the material terms thereof (including the type, term, effective date, termination date and notional amounts or volumes), the net mark-to-market value therefore, any new credit support agreements relating thereto not listed on Schedule 7.20, any margin required or supplied under any credit support document, and the counterparty to each such agreement and a confidential report reflecting its projected production for each calendar year for which it has established hedge positions under Section 9.16(a)(i).

(e) Certificate of Insurer – Insurance Coverage. Concurrently with the renewal of each insurance policy maintained by the Obligors and the Restricted Subsidiaries required by Section 8.06, an ACORD evidence of insurance certificate of such insurance coverage from the insurer providing such insurance in form and substance satisfactory to the Administrative Agent, and, if requested by the Administrative Agent or any Lender, copies of all of the applicable policies.

(f) SEC and Other Filings. To the extent applicable, promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Obligors and the Restricted Subsidiaries with the SEC, or with any national securities exchange, or distributed by the Obligors and the Restricted Subsidiaries to shareholders generally, as the case may be.

(g) Notices Under Material Instruments. Promptly after the furnishing or receipt thereof, a copy of any notice of default received from any holder or holders of any Material Debt (other than the Obligations) or any trustee or agent on its or their behalf, to the extent such notice has not otherwise been delivered to the Administrative Agent hereunder.

(h) Lists of Purchasers. Concurrently with the delivery of each December 31 Reserve Report to the Administrative Agent pursuant to Section 8.11(a), a list of Persons purchasing Hydrocarbons from the Borrower and the Restricted Subsidiaries reasonably expected to account for at least eighty percent (80%) of the revenues resulting from the sale of Hydrocarbons produced from the Mortgaged Properties in the quarter following the "as of" date of such Reserve Report.

(i) Notice of Sales of Oil and Gas Properties or Liquidation of Swap Agreements. In the event the Borrower or any Restricted Subsidiary intends to Dispose of any Borrowing Base Properties (or any Equity Interests in any Restricted Subsidiary owning interests in Borrowing Base Properties) as permitted under Section 9.11(b)(iii) or Section 9.11(b)(iv), during any period between two successive Scheduled Redetermination Dates having a fair market value, individually or in the aggregate in excess of the lesser of (x) $25,000,000 and (y)

5% of the Borrowing Base, prior written notice of such Disposition, the price thereof, the anticipated date of closing, and any other details thereof reasonably requested by the Administrative Agent or any Lender. In the event that the Borrower or any Restricted Subsidiary receives any notice of early termination of any Swap Agreement to which it is a party from any of its counterparties, or any Swap Agreement to which the Borrower or any Restricted Subsidiary is a party is Liquidated (other than the Liquidation of any Swap Agreement required pursuant to Section 6.03 and Schedule 6.03), in each case, upon which the Lenders relied in determining the most recent Borrowing Base, and the aggregate Swap PV of all such terminations or Liquidations exceeds, during any period between Scheduled Redeterminations of the Borrowing Base, $500,000, prompt written notice of the receipt of such early termination notice or such Liquidation (and in the case of a voluntary Liquidation of any Swap Agreement, prior written notice thereof), as the case may be, together with a reasonably detailed description or explanation thereof and any other details thereof requested by the Administrative Agent or any Lender.

(j) Notice of Casualty Events. Prompt written notice, and in any event within three Business Days (or such later date as the Administrative Agent may agree to in its sole discretion), of the occurrence of any Casualty Event in excess of $5,000,000 or the commencement of any action or proceeding that could reasonably be expected to result in a Casualty Event in excess of $10,000,000.

(k) Information Regarding Obligors. Prompt written notice of (and in any event within twenty (20) days after (or such later date as the Administrative Agent may agree to in its sole discretion)) any change (i) in any Obligor's corporate name or in any trade name used to identify such Person in the conduct of its business or in the ownership of its Properties, (ii) in the location of any Obligor's chief executive office or principal place of business, (iii) in any Obligor's identity or corporate structure, (iv) in any Obligor's jurisdiction of organization or such Person's organizational identification number in such jurisdiction of organization, and (v) in any Obligor's federal taxpayer identification number, if any.

(l) Production Report and Lease Operating Statements. Within forty-five (45) days after the end of each fiscal quarter, a report setting forth, for each calendar month during the then-current fiscal year to date, the volume of production and sales attributable to production (and the prices at which such sales were made and the revenues derived from such sales) for each such calendar month from the Oil and Gas Properties of the Borrower and the Restricted Subsidiaries, and setting forth the related ad valorem, severance and production taxes and lease operating expenses attributable thereto and incurred for each such calendar month.

(m) Notices of Certain Changes. Promptly, but in any event within five (5) Business Days after the execution thereof, copies of any material amendment, modification or supplement to any material agreement governing any Permitted Senior Notes or Permitted Refinancing Debt, or any amendment, modification or supplement to the certificate or articles of incorporation, by-laws, any preferred stock designation or any other organic document of the Obligors or the Restricted Subsidiaries.

(n) Annual Budgets. Within 45 (forty-five) days after the end of each fiscal year of Holdings, a detailed quarterly business plan and budget, reasonably satisfactory to the Administrative Agent, for the following two (2) fiscal years of Holdings and its Consolidated Restricted Subsidiaries on a consolidated basis, including forecasts prepared by management of the Borrower.

(o) Notice of Permitted Senior Notes Issuance. Written notice on or prior to the offering of any Permitted Senior Notes incurred in reliance on Section 9.02(f), the amount thereof and the anticipated date of closing and any material agreements governing such Permitted Senior Notes.

(p) Other Requested Information. Promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of the Obligors or the Restricted Subsidiaries (including, without limitation, any Plan and any reports or other information required to be filed under ERISA), or compliance with the terms of this Agreement or any other Loan Document, as the Administrative Agent or any Lender may reasonably request.

(q) EDGAR Postings. In lieu of delivery of paper counterparts of financial statements or other information required to be delivered to the Administrative Agent and each Lender pursuant to this Section 8.01, to the extent such financial statements or other information has been published on EDGAR and/or on its website (at the date of this Agreement located at http://www.linnenergy.com), the Borrower may send to the Administrative Agent and each Lender notice that such financial statements or other information is available on EDGAR or its website and delivery of such notice shall satisfy the Borrower's requirements under this Section 8.01 to deliver to the Administrative Agent and each Lender paper counterparts of such financial statements and other information; provided, however, that if any Lender is unable to access EDGAR or the Borrower's website, the Borrower agrees to provide such Lender with paper copies of the information required to be furnished pursuant to this Section 8.01 promptly following notice from the Administrative Agent that such Lender has requested the same; provided, further, that no such notice of availability on EDGAR or the Borrower's website shall be required in connection with delivery of any documents or other information required to be delivered under Sections 8.01(f) or (m), and such documents or other information will be deemed to have been delivered on the date that such documents or other information have been published on EDGAR and/or its website. Any other information required to be delivered pursuant to this Section 8.01 shall be deemed to have been delivered on the date on which the Borrower provides notice to the Administrative Agent that such information has been posted on "EDGAR" or the Borrower's website or another website identified in such notice and accessible by the Administrative Agent without charge (and the Borrower hereby agrees to provide such notice).

Section 8.02 Notices of Material Events. The Obligors will furnish to the Administrative Agent and each Lender, promptly after any Obligor obtains knowledge thereof, written notice of the following:

(a) the occurrence of any Default or Event of Default;

(b) (i) the filing or commencement of, or the threat in writing of, any action, suit, proceeding, investigation or arbitration by or before any arbitrator or Governmental Authority against the Obligors or any Subsidiary not previously disclosed in writing to the Administrative Agent as to which there is a reasonable possibility of an adverse determination that, if adversely determined, could reasonably be expected to result in a Material Adverse Effect and (ii) any material adverse development in any action, suit, proceeding, investigation or arbitration by or before any arbitrator or Governmental Authority against the Obligors or any Subsidiary (whether or not previously disclosed to the Lenders) that, in the case of either (i) or (ii) above, if adversely determined, could reasonably be expected to result in liability in excess of $20,000,000; and

(c) any other development that has had or could reasonably be expected to result in a Material Adverse Effect.

Each notice delivered under this Section 8.02 shall be accompanied by a statement of a Responsible Officer setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 8.03 Existence; Conduct of Business. Each Obligor will, and will cause each Restricted Subsidiary to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect (a) its legal existence and (b) the rights, licenses, permits, privileges and franchises material to the conduct of its business and maintain, if necessary, its qualification to do business in each other jurisdiction in which any of its Oil and Gas Properties is located or the ownership of its Properties requires such qualification, except in the case of clause (b) only, where the failure to so satisfy the foregoing requirements could not reasonably be expected to have a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 9.10 or any Disposition permitted under Section 9.11.

Section 8.04 Payment of Taxes. The Obligors will, and will cause each of the Restricted Subsidiaries to, pay or discharge their Tax liabilities before the same shall become delinquent except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, and such Obligor or such Restricted Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP or (b) the failure to pay or discharge the same could not reasonably be expected to result in a Material Adverse Effect.

Section 8.05 Operation and Maintenance of Properties. Each Obligor will, and will cause each of the Restricted Subsidiaries to:

(a) operate its Oil and Gas Properties and other material Properties or cause such Oil and Gas Properties and other material Properties to be operated in a careful and efficient manner in accordance with the practices of the industry and in compliance with all applicable contracts and agreements and in compliance with all Governmental Requirements, including, without limitation, applicable proration requirements and Environmental Laws, and all applicable laws, rules and regulations of every other Governmental Authority from time to time constituted to regulate the development and operation of its Oil and Gas Properties and the production and sale of Hydrocarbons and other minerals therefrom, except, in each case, where the failure to comply could not reasonably be expected to have a Material Adverse Effect.

(b) except to the extent disposed of pursuant to a transaction permitted by this Agreement, keep and maintain all Property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted.

(c) promptly pay and discharge, or make reasonable and customary efforts to cause to be paid and discharged, all delay rentals, royalties, expenses and obligations accruing under the leases or other agreements affecting or pertaining to its material Oil and Gas Properties and will do all other things necessary to keep unimpaired their rights with respect thereto and prevent any forfeiture thereof or default thereunder except, in each case, where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(d) promptly perform or make reasonable and customary efforts to cause to be performed, in accordance with industry standards and in all material respects, the obligations required by each and all of the assignments, deeds, leases, sub-leases, contracts and agreements affecting its interests in its Oil and Gas Properties and other Properties except, in each case, where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(e) to the extent neither the Borrower nor one of its Restricted Subsidiaries is the operator of any of its Oil and Gas Property, the Borrower shall use reasonable efforts to cause the operator to comply with this Section 8.05.

Section 8.06 Insurance. The Borrower and each other Obligor will, and will cause each of the Restricted Subsidiaries to, maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations. The loss payable clauses or provisions in said insurance policy or policies insuring any of the Collateral shall be endorsed in favor of and made payable to the Administrative Agent as its interests may appear and such policies shall name or otherwise include the Administrative Agent and the Lenders as “additional insureds” and provide that the insurer will endeavor to give at least thirty (30) days prior notice of any cancellation thereof to the Administrative Agent (or ten (10) days prior notice of any cancelation on account of non-payment).

Section 8.07 Books and Records; Inspection Rights. The Borrower and each other Obligor will, and will cause each of the Restricted Subsidiaries to, keep proper books of record and account in accordance with GAAP. The Borrower and each other Obligor will, and will cause each of the Restricted Subsidiaries to, permit any representatives designated by the Administrative Agent or any Lender, upon reasonable prior notice, to visit and inspect its Properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested.

Section 8.08 Compliance with Laws. The Borrower and each other Obligor will, and will cause each of the Restricted Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to them or their Property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Obligors will maintain in effect and enforce policies and procedures designed to ensure compliance by the Obligors, their respective Subsidiaries and their respective directors, officers, employees and agents with AML Laws, Anti-Corruption Laws and applicable Sanctions.

Section 8.09 Environmental Matters.

(a) Except as could not be reasonably expected to have a Material Adverse Effect, the Borrower and each other Obligor and each of their Subsidiaries shall at its sole expense (including such contribution from third parties as may be available): (i) comply, and shall cause its Properties and operations and each Subsidiary and each Subsidiary's Properties and operations to comply, with all applicable Environmental Laws; (ii) not dispose of or otherwise Release, and shall cause each Subsidiary not to dispose of or otherwise Release, any Hazardous Material on, under, about or from any of the Borrower's or its Subsidiaries' Properties or any other Property to the extent caused by the Borrower's or any of its Subsidiaries' operations except in compliance with applicable Environmental Laws; (iii) timely obtain or file, and shall cause each Subsidiary to timely obtain or file, applications for all Environmental Permits required to be obtained or filed in connection with the operation or use of the Borrower's, any other Obligors', or their respective Subsidiaries' Properties; and (iv) promptly commence and diligently prosecute to completion, and shall cause each Subsidiary to promptly commence and diligently prosecute to completion, any assessment, evaluation, investigation, monitoring, containment, cleanup, removal, repair, restoration, remediation or other remedial obligations (collectively, the "Remedial Work") in the event any Remedial Work is required or reasonably necessary under applicable Environmental Laws because of or in connection with the actual or suspected past, Release of Hazardous Material on, under, about or from any of the Borrower's, any other Obligors', or their respective Subsidiaries' Properties; provided, however, that the Borrower and each other Obligor and each of the Restricted Subsidiaries shall not be required to undertake any such cleanup, removal, remedial or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and appropriate reserves are being maintained with respect to such circumstances in accordance with GAAP.

(b) Each Obligor will promptly, but in any event within five (5) Business Days thereof, notify the Administrative Agent and the Lenders in writing of any threatened action, investigation or inquiry by any Governmental Authority or any threatened demand or lawsuit by any landowner or other third party against the Borrower, any other Obligor or their respective Subsidiaries or their Properties of which the Borrower or any other Obligor has knowledge in connection with any Environmental Laws (excluding routine testing and corrective action) if the Borrower reasonably anticipates that such action will result in liability (whether individually or in the aggregate) in excess of $10,000,000, not fully covered by insurance, subject to normal deductibles.

(c) The Obligors will, and will cause each Restricted Subsidiary to, provide such environmental audits, studies and tests as may be reasonably requested by the Administrative Agent and the Lenders and no more than once per year in the absence of any Event of Default (or as otherwise reasonably required to be obtained by the Administrative Agent or the Lenders by any Governmental Authority), in connection with any future acquisitions of material Oil and Gas Properties or other material Properties.

Section 8.10 Further Assurances.

(a) The Borrower and each other Obligor at its sole expense will, and will cause each of its Restricted Subsidiaries to, promptly execute and deliver to the Administrative Agent all such other documents, agreements and instruments reasonably requested by the Administrative Agent to comply with, cure any defects (in regards to errors and mistakes), or accomplish the conditions precedent, covenants and agreements of the Obligors or the Restricted Subsidiaries, as the case may be, in the Loan Documents, including the Notes, or to further evidence and more fully describe the collateral intended as security for the Obligations, or to correct any mistakes in this Agreement or the Security Instruments or to perfect, protect or preserve any Liens created pursuant to this Agreement or any of the Security Instruments or the priority thereof, or to make any recordings, file any notices or obtain any consents, all as may be reasonably necessary or appropriate, in the reasonable discretion of the Administrative Agent, in connection therewith.

(b) The Borrower and each other Obligor hereby authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Mortgaged Property without the signature of the Borrower or any other Obligor where permitted by law. A carbon, photographic or other reproduction of the Security Instruments or any financing statement covering the Mortgaged Property or any part thereof shall be sufficient as a financing statement where permitted by law. Each Obligor acknowledges and agrees that any financing statement may describe the Collateral as "all assets" of the Borrower or the applicable Guarantor or words of similar effect as may be required by the Administrative Agent. The Administrative Agent will promptly send the Borrower any financing or continuation statements it files without the signature of the Borrower or any other Obligor and the Administrative Agent will promptly send the Borrower the filing or recordation information with respect thereto.

Section 8.11 Reserve Reports.

(a) In connection with the March 2018 Redetermination, the Borrower shall furnish to the Administrative Agent and the Lenders a Reserve Report on or before February 15, 2018 evaluating the Oil and Gas Properties of the Borrower and the Restricted Subsidiaries as of December 31, 2017, which Reserve Report shall be prepared by one or more Approved Petroleum Engineers. On or before March 1st and September 1st of each year, commencing September 1, 2018, the Borrower shall furnish to the Administrative Agent and the Lenders a Reserve Report as of the immediately preceding December 31 or June 30, as applicable. The Reserve Report as of December 31 of each year shall be prepared by one or more Approved Petroleum Engineers and the June 30 Reserve Report of each year shall be prepared by or under the supervision of the chief engineer of the Borrower who shall certify such Reserve Report to be true and accurate in all material respects and to have been prepared, except as otherwise specified therein, in accordance with the procedures used in the immediately preceding December 31 Reserve Report.

(b) In the event of an Interim Redetermination, the Borrower shall furnish to the Administrative Agent and the Lenders a Reserve Report prepared by or under the supervision of the chief engineer of the Borrower who shall certify such Reserve Report to be true and accurate in all material respects and to have been prepared, except as otherwise specified therein, in accordance with the procedures used in the immediately preceding December 31 Reserve Report. For any Interim Redetermination requested by the Administrative Agent or the Borrower pursuant to Section 2.07(b), the Borrower shall provide such Reserve Report with an "as of" date as required by the Administrative Agent as soon as possible, but in any event no later than thirty (30) days following the receipt of such request.

(c) With the delivery of each Reserve Report, the Borrower shall provide to the Administrative Agent and the Lenders a certificate from a Responsible Officer, in substantially the form of Exhibit G hereto (the "Reserve Report Certificate"), certifying that in all material respects: (i) the information provided by the Borrower in connection with the preparation of such Reserve Report and any other information delivered in connection therewith by the Borrower is true and correct, and any projections based upon such information have been prepared in good faith based upon assumptions believed by the Borrower to be reasonable, subject to uncertainties inherent in all projections, (ii) the Borrower and the Restricted Subsidiaries own good and defensible title to the Oil and Gas Properties evaluated in such Reserve Report and such Properties are free of all Liens except for Liens permitted by Section 9.03, (iii) except as set forth on an exhibit to the certificate, on a net basis there are no gas imbalances, take or pay or other prepayments in excess of the volume specified in Section 7.18 with respect to the Oil and Gas Properties evaluated in such Reserve Report that would require the Borrower or the Restricted Subsidiaries to deliver Hydrocarbons either generally or produced from such Oil and Gas Properties at some future time without then or thereafter receiving full payment therefor, (iv) none of the Oil and Gas Properties evaluated in the immediately preceding Reserve Report have been sold since the date of the last Borrowing Base redetermination except as set forth on an exhibit to the certificate, which certificate shall list all of the Oil and Gas Properties sold and in such detail as reasonably required by the Administrative Agent, (v) attached to the certificate is a list of all marketing agreements entered into subsequent to the later of the date hereof or the most recently delivered Reserve Report that the Borrower could reasonably be expected to have been obligated to list on Schedule 7.19 had such agreement been in effect on the date hereof and (vi) attached thereto is a schedule of the Oil and Gas Properties evaluated by such Reserve Report that are Mortgaged Properties and demonstrating that the percentage of the total value of the Oil and Gas Properties evaluated by such Reserve Report that such Mortgaged Properties represent is in compliance with Section 8.13(a).

Section 8.12 Title Information.

(a) On or before the delivery to the Administrative Agent and the Lenders of each Reserve Report required by Section 8.11, to the extent requested by the Administrative Agent, the Borrower will deliver title information in form and substance reasonably acceptable to the Administrative Agent covering enough of the Oil and Gas Properties evaluated by such Reserve Report that were not included in the immediately preceding Reserve Report, so that the Administrative Agent shall have received together with title information previously delivered to the Administrative Agent, reasonably satisfactory title information on at least 80% of the total value of the proved Oil and Gas Properties evaluated by such Reserve Report.

(b) If the Borrower has provided title information for additional Properties under Section 8.12(a), the Borrower shall, within 60 days of notice from the Administrative Agent that title defects or exceptions exist with respect to such additional Properties, either (i) cure any such title defects or exceptions (including defects or exceptions as to priority) which are not permitted by Section 9.03, (ii) substitute acceptable Mortgaged Properties with no title defects or exceptions (other than Liens which are permitted by Section 9.03) having an equivalent value or (iii) deliver title information in form and substance reasonably acceptable to the Administrative Agent so that the Administrative Agent shall have received, together with title information previously delivered to the Administrative Agent, reasonably satisfactory title information on at least 80% of the total value of the proved Oil and Gas Properties evaluated by such Reserve Report.

(c) If the Borrower is unable to cure any title defect requested by the Administrative Agent or the Lenders to be cured within the 60-day period or the Borrower does not comply with the requirements to provide acceptable title information as required by Section 8.12(a) and Section 8.12(b), such default shall not be a Default, but instead the Administrative Agent and/or the Majority Lenders shall have the right to exercise the following remedy in their sole discretion from time to time, and any failure to so exercise this remedy at any time shall not be a waiver as to future exercise of the remedy by the Administrative Agent or the Lenders. To the extent that the Administrative Agent or the Majority Lenders are not reasonably satisfied with title to any Mortgaged Property after the 60-day period has elapsed, such unacceptable Mortgaged Property shall not count towards the requirements of Section 8.12(a) and Section 8.12(b), and the Administrative Agent may send a notice to the Borrower and the Lenders that the then outstanding Borrowing Base shall be reduced by an amount as determined by the Required Lenders to cause the Borrower to be in compliance with the requirement to provide acceptable title information pursuant to Section 8.12(a) and Section 8.12(b). Such new Borrowing Base shall become effective immediately after receipt of such notice.

Section 8.13 Additional Collateral; Additional Guarantors.

(a) In connection with each redetermination of the Borrowing Base, the Borrower shall review the Reserve Report and the list of current Mortgaged Properties (as described in Section 8.11(c)(vi)) to ascertain whether the Mortgaged Properties represent at least 85% of the total value of the proved Oil and Gas Properties of the Borrower and the Restricted Subsidiaries evaluated in the most recently completed Reserve Report, after giving effect to exploration and production activities, acquisitions, dispositions and production. In the event that the Mortgaged Properties represent less than 85% of the total value of the proved Oil and Gas Properties of the Borrower and the Restricted Subsidiaries evaluated in the most recently completed Reserve Report delivered to the Administrative Agent, then the Borrower shall, and shall cause each of its Restricted Subsidiaries to, grant, within sixty (60) days (or such later date as the Administrative Agent may agree to in its sole discretion) of the delivery of the Reserve Report Certificate, to the Administrative Agent or its designee as security for the Obligations a first-priority Lien interest (subject to Liens permitted by Section 9.03 which may attach to Mortgaged Property) on additional Oil and Gas Properties of the Borrower and the Restricted

Subsidiaries not already subject to a Lien of the Security Instruments such that after giving effect thereto, the value of the Mortgaged Properties is equal to or greater than 85% of the total value of the proved Oil and Gas Properties of the Borrower and the Restricted Subsidiaries evaluated in such Reserve Report. All such Liens will be created and perfected by and in accordance with the provisions of the Guarantee and Collateral Agreement, deeds of trust, mortgages, security agreements and financing statements or other Security Instruments, all in form and substance reasonably satisfactory to the Administrative Agent or its designee and in sufficient executed (and acknowledged where necessary or appropriate) counterparts for recording purposes. In order to comply with the foregoing, if any Restricted Subsidiary places a Lien on its Oil and Gas Properties and such Restricted Subsidiary is not a Guarantor, then it shall become a Guarantor and comply with Section 8.13(b).

(b) The Borrower shall promptly cause each Material Subsidiary to become a Guarantor and guarantee the Obligations pursuant to the Guarantee and Collateral Agreement. In connection with any such guaranty, the Borrower shall, or shall cause the Restricted Subsidiaries to, promptly, but in any event no later than 15 days (or such later date as the Administrative Agent may agree to in its sole discretion) after the formation or acquisition (or other similar event, including an Immaterial Subsidiary becoming a Material Subsidiary or upon the designation of an Unrestricted Subsidiary as a Restricted Subsidiary) of any Material Subsidiary to, (i) cause such Material Subsidiary to execute and deliver a joinder and supplement to the Guarantee and Collateral Agreement, (ii) (A) pledge all of the Equity Interests issued by such Material Subsidiary and (B) cause such Material Subsidiary to pledge all of the Equity Interests directly owned by such Material Subsidiary in its respective Subsidiaries and Permitted Joint Ventures (including, without limitation, delivery of original stock certificates evidencing such Equity Interests, together with an appropriate undated stock power for each certificate duly executed in blank by the registered owner thereof); provided, that such pledge shall be limited to 65% of the voting Equity Interests in any Foreign Subsidiary, and (iii) execute and deliver such other additional closing documents, certificates and legal opinions as shall reasonably be requested by the Administrative Agent or its designee.

Section 8.14 ERISA Event. The Obligors will promptly furnish, and will cause their respective Subsidiaries and any ERISA Affiliate to promptly furnish, to the Administrative Agent (a) immediately upon becoming aware of the occurrence of any ERISA Event, a written notice signed by the President or the principal Financial Officer of such Obligor, Subsidiary or ERISA Affiliate, as the case may be, specifying the nature thereof, what action such Obligor, Subsidiary or ERISA Affiliate is taking or proposes to take with respect thereto, and, if then known, any action taken or proposed by the Internal Revenue Service, the Department of Labor or the PBGC with respect thereto, and (b) immediately upon receipt thereof, copies of any notice of the PBGC's intention to terminate or to have a trustee appointed to administer any Plan.

Section 8.15 Marketing Activities. With respect to marketing activities for Hydrocarbons, the Borrower and its Restricted Subsidiaries will only enter into: (a) contracts for the sale of Hydrocarbons scheduled or reasonably estimated to be produced from their proved Oil and Gas Properties during the period of such contract, (b) contracts for the sale of Hydrocarbons scheduled or reasonably estimated to be produced from proved Oil and Gas Properties of third parties during the period of such contract associated with the Oil and Gas

Properties of the Borrower and its Restricted Subsidiaries that the Borrower or one of its Restricted Subsidiaries has the right to market pursuant to joint operating agreements, unitization agreements or other similar contracts that are usual and customary in the oil and gas business and (c) other contracts for the purchase and/or sale of Hydrocarbons of third parties (i) which have generally offsetting provisions (i.e., corresponding pricing mechanics, delivery dates and points and volumes) such that no "position" is taken and (ii) for which appropriate credit support has been taken to alleviate the material credit risks of the counterparty thereto.

Section 8.16 Accounts. The Obligors shall, and shall cause each Restricted Subsidiary to: (i) deposit or cause to be deposited directly, all Cash Receipts into one or more Deposit Accounts in which the Administrative Agent has been granted a first-priority Lien (subject to Excepted Liens of the type described in clause (e) of the definition thereof) and that, in each case, is listed on Schedule 7.25 (as the same may be supplemented by the Borrower from time to time upon delivery of a written supplement to the Administrative Agent) and is subject to an Account Control Agreement (in each case, other than amounts referred to in the definition of "Excluded Accounts", which may be deposited in Excluded Accounts) and (ii) deposit or credit or cause to be deposited or credited directly, all securities and financial assets held or owned by (whether directly or indirectly), credited to the account of, or otherwise reflected as an asset on the balance sheet of, Holdings and the Consolidated Restricted Subsidiaries (including, without limitation, all marketable securities, treasury bonds and bills, certificates of deposit, investments in money market funds and commercial paper) into one or more Securities Accounts in which the Administrative Agent has been granted a first-priority Lien (subject to Excepted Liens of the type described in clause (e) of the definition thereof) and that is listed on Schedule 7.25 (as the same may be supplemented by the Borrower from time to time upon delivery of a written supplement to the Administrative Agent) and that is subject to an Account Control Agreement. When all of the General Unsecured Claims have been paid or settled, the General Unsecured Claims Account shall be either closed and any remaining proceeds deposited in a Deposit Account subject to an Account Control Agreement, or the General Unsecured Claims Account shall cease to be an Excluded Account and become subject to an Account Control Agreement. When all of the claims secured by the Wells Fargo Escrow Account have been settled pursuant to a binding and enforceable settlement agreement or otherwise adjudicated in a final and non-appealable judgment, the Wells Fargo Escrow Account shall be either closed and any remaining proceeds deposited in a Deposit Account subject to an Account Control Agreement, or the Wells Fargo Escrow Account shall cease to be an Excluded Account and become subject to an Account Control Agreement.

ARTICLE IX
Negative Covenants

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents have been paid in full (other than indemnities and other contingent obligations not then due and payable and as to which no claim has been made as of the time of determination) and all Letters of Credit shall have expired, terminated or have been cash collateralized (or as to which other arrangements satisfactory to the Administrative Agent and each Issuing Bank shall have been made) and all LC Disbursements shall have been reimbursed, each of the Obligors covenants and agrees with the Lenders that, and covenants and agrees to cause the Restricted Subsidiaries that:

Section 9.01 Financial Covenants.

(a) Maximum Net Leverage Ratio. Holdings will not permit, as of the last day of each fiscal quarter, beginning with the fiscal quarter ending September 30, 2017, the Net Leverage Ratio to exceed 4.00 to 1.00.

(b) Current Ratio. Holdings will not permit, as of the last day of any fiscal quarter, beginning with the fiscal quarter ending September 30, 2017, the Current Ratio to be less than 1.00 to 1.00.

Section 9.02 Debt. The Obligors will not, and will not permit any of the Restricted Subsidiaries to, incur, create, assume or suffer to exist any Debt, except:

(a) the Loans, other Obligations and any guaranty of or suretyship arrangement in respect thereof.

(b) intercompany Debt between or among (i) the Borrower and any Subsidiary Guarantor, (ii) any Restricted Subsidiary that is not a Guarantor and any other Restricted Subsidiary that is not a Guarantor or (iii) the Borrower or any Subsidiary Guarantor to any Restricted Subsidiary that is not a Guarantor to the extent permitted by Section 9.05(g); provided that such Debt is not held, assigned, transferred, negotiated or pledged to any Person other than the Administrative Agent for the benefit of the Lenders, the Borrower or a Subsidiary Guarantor, and, provided further, that any such Debt for borrowed money (including without limitation intercompany receivables or other obligations) owed by either the Borrower or any Obligor shall be subordinated to the Obligations on the terms set forth in the Guarantee and Collateral Agreement.

(c) endorsements of negotiable instruments for collection in the ordinary course of business.

(d) Debt of the Borrower or the Restricted Subsidiaries (i) associated with bonds or surety obligations required by Governmental Requirements in connection with the operation of the Oil and Gas Properties in the ordinary course of business and (ii) comprised of guarantees of obligations of Restricted Subsidiaries under marketing agreements entered into in the ordinary course of business and which do not constitute Debt for borrowed money.

(e) Debt of the Borrower and the Restricted Subsidiaries under Capital Leases and Debt incurred to finance the purchase, construction or improvement of such capital assets (excluding real property interests) secured by Liens permitted by Section 9.03(c) in an aggregate principal amount not to exceed $25,000,000.

(f) Permitted Senior Notes and any guarantees thereof incurred after the Effective Date; provided that (i) both before and immediately after giving effect to the incurrence of such Debt, no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing or would result therefrom (after giving effect to any concurrent repayment of Debt with the proceeds thereof, the Borrowing Base adjustment under Section 2.07(e) and any prepayment made pursuant to Section 3.04(c)(iii)); (ii) such Debt and any guarantees thereof (A) are on terms and conditions that are not more restrictive, taken as a whole, than those contained in this Agreement and the other Loan Documents, as reasonably determined by the Borrower in good faith, and (B) do not contain financial covenants that are more restrictive than those contained in this Agreement and the other Loan Documents; (iii) immediately after the incurrence of such Debt, the Borrowing Base shall be adjusted in accordance with Section 2.07(e) and prepayment shall be made to the extent required by Section 3.04(c)(iii); (iv) such Debt does not have any scheduled principal amortization prior to the date that is 180 days after the Maturity Date; (v) such Debt does not mature sooner than the date that is 180 days after the Maturity Date; (vi) the economic terms of such Debt and any guarantees thereof, taken as a whole, are on market terms for issuers of similar size and credit quality given the then prevailing market conditions as reasonably determined by the Borrower in good faith; (vii) both before, and immediately after giving effect to, the incurrence of such Debt and any guarantees thereof, the Pro Forma Net Leverage Ratio shall not exceed 4.00 to 1.00; (viii) such Debt does not have any mandatory prepayment or redemption provisions which would require a mandatory prepayment or redemption thereof in priority to the Obligations; (ix) no Subsidiary or other Person is required to guarantee such Debt unless such Subsidiary or other Person has guaranteed the Obligations pursuant to the Guarantee and Collateral Agreement; (x) if such Debt is senior subordinated Debt, such Debt is expressly subordinate to the payment in full of all of the Obligations on terms and conditions reasonably satisfactory to the Administrative Agent and (xi) the Borrower shall have complied with Section 8.01(o).

(g) Permitted Refinancing Debt and any guarantees thereof, the proceeds of which shall be used concurrently with the incurrence thereof to refinance any outstanding Permitted Senior Notes permitted under Section 9.02(f) or to refinance any outstanding Refinanced Debt, as the case may be; provided that both before and immediately after giving effect to the incurrence of such Permitted Refinancing Debt (and the concurrent repayment of Permitted Senior Notes or Refinanced Debt, as the case may be, with the proceeds of such incurrence), no Default, Event of Default or Borrowing Base Deficiency shall have occurred and be continuing or would result therefrom.

(h) Debt in the form of guaranties by the Obligors of Debt of (i) the Borrower or any Subsidiary Guarantor permitted under this Section 9.02 or (ii) other Persons to the extent an Investment would be permitted in such Person under Section 9.05(g).

(i) other Debt in an aggregate principal amount not to exceed $30,000,000 at any one time outstanding.

Section 9.03 Liens. The Obligors will not, and will not permit any of the Restricted Subsidiaries to, create, incur, assume or permit to exist any Lien on any of their respective Properties (now owned or hereafter acquired), except:

(a) Liens securing the payment of any Obligations.

(b) Excepted Liens.

(c) Liens securing Capital Leases and Liens encumbering assets (and those described in subclause (ii) below) securing Debt incurred to finance the purchase, construction or improvement of such assets (and any refinancings thereof which do not increase the principal amount thereof); provided that (i) the principal amount of the Debt secured by a purchased asset shall not exceed one hundred percent (100%) of the purchase price of such asset, (ii) such Liens shall not extend to or encumber any other asset of the Obligors or the Restricted Subsidiaries other than the agreement, any related contracts, intangibles and other assets that are incidental thereto, including accessions thereto and replacements thereof, and proceeds and individual financings may be cross-collateralized with other asset specific acquisition/construction financings provided by such Person or its Affiliates, and (iii) such Liens shall attach to such purchased, constructed or improved asset within 180 days after such acquisition or the completion of such construction or improvement (or substantially contemporaneously with refinancings of such Debt which do not increase the principal amount thereof).

(d) Liens on Property of the Borrower and the Restricted Subsidiaries (other than proved Oil and Gas Properties or Property constituting Collateral) not otherwise permitted by any other clause of this Section 9.03; provided that the aggregate principal or face amount of all Debt secured under this Section 9.03(d) shall not exceed $15,000,000 at any time.

Section 9.04 Dividends, Distributions and Redemptions.

(a) Restricted Payments. The Obligors will not, and will not permit any of the Restricted Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, return any capital to holders of its Equity Interests or make any distribution of its Property to its respective Equity Interest holders, except:

(i) Holdings and the Parent may declare and pay dividends or distributions with respect to its Equity Interests payable solely in additional shares of its Equity Interests (other than Disqualified Capital Stock);

(ii) Restricted Subsidiaries of the Borrower may declare and pay dividends or distributions ratably with respect to their Equity Interests to its direct parent that is the Borrower or a Subsidiary Guarantor;

(iii) the Borrower may declare and pay dividends or distributions to the Parent, and the Parent may declare and pay dividends or distributions to Holdings, to permit the Parent and/or Holdings to pay (or the Borrower may pay on behalf of the Parent and/or Holdings), as applicable, (A) Taxes then due and owing by the Parent or Holdings and (B) reasonable compensation and expenses of directors and officers of the Parent or Holdings incurred in the ordinary course of business consistent with customary industry practice;

(iv) for so long as the Parent is treated as a flow-through entity for U.S. federal income tax purposes, the Borrower may declare and pay dividends or distributions to the Parent in an amount equal to Permitted Tax Distributions, and the Parent may make Permitted Tax Distributions;

(v) so long as, both before and immediately after giving effect thereto, each of the RP/Investment Conditions is satisfied: (A) the Borrower or any Restricted Subsidiary may declare and pay dividends or distributions to the Parent, the Parent may declare and pay dividends or distributions to Holdings, and Holdings may declare and pay dividends or distributions, in each case in cash, ratably with respect to its Equity Interests and (B) Holdings may repurchase or otherwise acquire, for cash, its Equity Interests (other than Disqualified Capital Stock or preferred equity) from the holders of its Equity Interests;

(vi) so long as (A) no Default or Event of Default has occurred and is continuing or would result therefrom and (B) Holdings' common stock is not listed for trading on a national exchange at the time of vesting and/or settlement of an Award (as such term in defined in Holdings' Incentive Plan), then Holdings may withhold the number of shares of common stock otherwise deliverable pursuant to the Award with a fair market value equal to the total income and employment taxes imposed as a result of the vesting and/or settlement of the Award and may make such tax payment (or may make a payment in the amount of such tax payment to the holder of the Award); and

(vii) so long as no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing or would result therefrom, the Obligors or any Restricted Subsidiary may distribute, or make other Restricted Payments of, Equity Interests in Unrestricted Subsidiaries or Permitted Joint Ventures to the holders of their Equity Interests.

(b) Redemption or Repayment of Permitted Senior Notes or Permitted Refinancing Debt. The Obligors will not, and will not permit any Restricted Subsidiary to:

(i) call, make or offer to make any optional Redemption of or otherwise optionally Redeem whether in whole or in part or repay any Permitted Senior Notes or Permitted Refinancing Debt, except (A) with the proceeds of Permitted Refinancing Debt or (B) so long as, both before and immediately after giving effect thereto, each of the RP/Investment Conditions is satisfied; or

(ii) amend, modify, waive or otherwise change, consent or agree to any amendment, modification, waiver or other change to, any of the terms of any notes evidencing, or any indenture, agreement, instrument, certificate or other document relating to, any Permitted Senior Notes or Permitted Refinancing Debt if:

(A) the effect of such amendment, modification or waiver is to shorten the final maturity to a date that is earlier than the date that is 91 days after the Maturity Date, or increase the amount of any payment of principal thereof or increase the rate or shorten any period for payment of interest thereon or modify the method of calculating the interest rate;

(B) such action adds, amends, changes or otherwise modifies covenants, events of default or other agreements to the extent such covenants, events of default or other agreements are more restrictive, taken as a whole, than those contained in this Agreement or the other Loan Documents, or financial covenants that are more restrictive than those contained in this Agreement, in each case, as reasonably determined by the Borrower in good faith;

(C) such action requires the payment of a consent, amendment, waiver or other similar fee on the stated principal amount thereof, unless both before and immediately after giving effect thereto, each of the RP/Investment Conditions is satisfied; or

(D) such action creates a security interest or adds collateral in favor of the holder; or

(iii) the effect of such amendment, modification or waiver is to designate any Permitted Senior Notes or Permitted Refinancing Debt as subordinate to any other Debt (other than the Obligations) unless such Permitted Senior Notes or Permitted Refinancing Debt is expressly subordinate to the payment in full of all of the Obligations on terms and conditions reasonably satisfactory to the Administrative Agent.

Section 9.05 Investments, Loans and Advances. The Obligors will not, and will not permit any of the Restricted Subsidiaries to, make or permit to remain outstanding any Investments in or to any Person, except that the foregoing restriction shall not apply to:

(a) Investments existing on the Effective Date set forth on Schedule 9.05.

(b) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss.

(c) cash and Cash Equivalents;

(d) Investments (i) the consideration of which consists solely of common Equity Interests of Holdings, or warrants options or other rights to purchase or acquire common Equity Interests of Holdings or (ii) in an amount not to exceed the net cash proceeds of one or more offerings of common Equity Interests of Holdings (the "Qualifying Net Cash Proceeds"), in each case, to the extent not constituting a Change in Control; provided that, in the case of clause (ii) above: (A) both before, and immediately after giving effect to, any such Investment, no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing or would result therefrom and (B) any such Investment is made within 90 days after the receipt by Holdings of the Qualifying Net Cash Proceeds (provided that Qualifying Net Cash Proceeds shall be reduced on a dollar-for-dollar basis by any Restricted Payments made by Holdings in cash during such 90 day period prior to the making of Investments with such Qualifying Net Cash Proceeds).

(e) [Reserved].

(f) direct or indirect Investments in Equity Interests issued by (i) a Permitted Joint Venture solely as a result of the Disposition of Permitted Asset Sale Properties to such Permitted Joint Venture, to the extent permitted pursuant to Section 9.11(d) and (ii) Unrestricted Subsidiaries solely as a result of the Disposition of Permitted Asset Sale Properties to such Unrestricted Subsidiaries, to the extent permitted pursuant to Section 1.06, Section 9.11(d) and Section 9.21(b);

(g) Investments (i) directly or indirectly by the Parent or Holdings in the Borrower or any Subsidiary Guarantor; (ii) made by the Borrower in or to any other Person that, prior to such Investment, is a Subsidiary Guarantor; (iii) made by any Restricted Subsidiary in or to the Borrower or any other Person that, prior to such Investment, is a Subsidiary Guarantor; (iv) made by any Restricted Subsidiary that is not a Guarantor in or to the Borrower or any other Restricted Subsidiary; or (v) made by any Obligor in any Restricted Subsidiary that is not a Subsidiary Guarantor; provided, that the aggregate amount at any time outstanding pursuant to this clause (v) shall not exceed $1,000,000.

(h) [Reserved].

(i) Consideration (other than cash consideration) received by an Obligor or a Restricted Subsidiary pursuant to a Disposition permitted under Section 9.11, to the extent such consideration is permitted pursuant to Section 9.11.

(j) Loans or advances to employees, officers or directors in the ordinary course of business of the Obligors or the Restricted Subsidiaries, in each case only as permitted by applicable law, including Section 402 of the Sarbanes Oxley Act of 2002, but in any event not to exceed $2,500,000 in the aggregate at any time.

(k) Investments in stock, obligations or securities received in settlement of debts arising from Investments permitted under this Section 9.05 owing to the Obligors or the Restricted Subsidiaries as a result of a bankruptcy or other insolvency proceeding of the obligor in respect of such debts or upon the enforcement of any Lien in favor of the Obligors or the Restricted Subsidiaries, provided that the Borrower shall give the Administrative Agent prompt written notice in the event that the aggregate amount of all Investments held at any one time under this Section 9.05(k) exceeds $1,000,000.

(l) Investments made in connection with the purchase, lease or other acquisition of tangible assets of any Person, and Investments made in connection with the purchase, lease or other acquisition of all or substantially all of the business of any Person, or all of the Equity Interests of any Person, so long as such Person becomes a Restricted Subsidiary immediately after giving effect to such Investment, or any division, line of business or business unit of any Person (including by the merger or consolidation of such Person into the Borrower or any Guarantor); provided that (i) the Borrower promptly complies with the requirements of Section 8.13 in connection with any newly acquired Restricted Subsidiary to the extent required thereby, (ii) no Default, Event of Default or Borrowing Base Deficiency exists both before and after giving effect to any such Investment and (iii) both before, and immediately after giving effect to any such Investment, the Pro Forma Net Leverage Ratio shall not exceed 4.00 to 1.00.

(m) Investments permitted by Section 9.10.

(n) Other Investments not to exceed in the aggregate at any time outstanding an amount equal to $25,000,000.

(o) Other Investments, so long as, both before and immediately after giving effect thereto, each of the RP/Investment Conditions is satisfied.

(p) Any guarantee permitted under Section 9.02.

Section 9.06 Nature of Business. The Obligors will not, and will not permit any of the Restricted Subsidiaries to, allow any material change to be made in the character of its business as an independent oil and gas exploration and production company and activities reasonably incidental or related thereto. The Borrower and Obligors will not, and will not permit any of the Restricted Subsidiaries to, operate its business outside the geographical boundaries of the United States.

Section 9.07 Proceeds of Loans. The Borrower will not permit the proceeds of the Loans and Letters of Credit to be used for any purpose other than those permitted by Section 7.21. None of Holdings, the Parent, the Borrower, their respective Subsidiaries or any Person acting on behalf of Holdings, the Parent, the Borrower or their respective Subsidiaries has taken or will take any action which would cause any of the Loan Documents to violate Regulations T, U or X or any other regulation of the Board or to violate Section 7 of the Exchange Act. If requested by the Administrative Agent, the Borrower will furnish to the Administrative Agent a statement to the foregoing effect in conformity with the requirements of FR Form U-1 or such other form referred to in Regulation U, Regulation T or Regulation X of the Board, as the case may be. The Borrower will not request any Borrowing or Letter of Credit, and the proceeds of any Borrowing or Letter of Credit shall not, directly or indirectly, be used, or lent, contributed or otherwise made available to any Subsidiary, other Affiliate, joint venture partner or other Person, (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws or AML Laws, (B) for the purpose of funding, financing or facilitating any activity, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country (including, but not limited to, transshipment or transit through a Sanctioned Country), or involving any goods originating in or with a Sanctioned Person or Sanctioned Country, or (C) in any manner that would result in the violation of any Sanctions by any Person (including any Person participating in the transactions contemplated hereunder, whether as underwriter, advisor, lender, issuing bank, investor or otherwise).

Section 9.08 ERISA Compliance. Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect or result in a Lien arising under ERISA or Section 430 of the Code, the Obligors or their respective Subsidiaries will not at any time:

(a) terminate, or permit any ERISA Affiliate to terminate, any Plan in a manner, or take any other action with respect to any Plan, which could result in any liability of the Obligors, any of their respective Subsidiaries or any ERISA Affiliate to the PBGC.

(b) contribute to or assume an obligation to contribute to, or permit any ERISA Affiliate to contribute to or assume an obligation to contribute to, any Multiemployer Plan.

(c) acquire, or permit any ERISA Affiliate to acquire, an interest in any Person that causes such Person to become an ERISA Affiliate with respect to the Obligors or their respective Subsidiaries or with respect to any ERISA Affiliate of the Obligors or their respective Subsidiaries if such Person sponsors, maintains or contributes to, or at any time in the six-year period preceding such acquisition has sponsored, maintained, or contributed to, (i) any Multiemployer Plan, or (ii) any other plan that is subject to Title IV of ERISA under which the actuarial present value of the benefit liabilities under such Plan exceeds the current value of the assets (computed on a plan termination basis in accordance with Title IV of ERISA) of such Plan allocable to such benefit liabilities.

(d) engage in, or permit any ERISA Affiliate to engage in, any transaction in connection with which the Obligors, their respective Subsidiaries or any ERISA Affiliate could be subject to either a civil penalty assessed pursuant to subsections (c), (i), (l) or (m) of Section 502 of ERISA or a tax imposed by Chapter 43 of Subtitle D of the Code.

(e) fail to make, or permit any ERISA Affiliate to make, full payment when due of all amounts which, under the provisions of any Plan, agreement relating thereto or applicable law, any Obligor, any of their respective Subsidiaries or any ERISA Affiliate is required to pay as contributions thereto.

(f) permit to exist, or allow any ERISA Affiliate to permit to exist, any waived funding deficiency within the meaning of Section 302 of ERISA or Section 412 of the Code with respect to any Plan.

(g) permit, or allow any ERISA Affiliate to permit, the actuarial present value of the benefit liabilities under any Plan that is subject to Title IV of ERISA to exceed the current value of the assets (computed on a plant termination basis in accordance with Title IV of ERISA) of such Plan allocable to such benefit liabilities. The term “actuarial present value of the benefit liabilities” shall have the meaning specified in Section 4041 of ERISA.

(h) incur, or permit any ERISA Affiliate to incur, a liability to or on account of a Plan under Sections 515, 4062, 4063, 4064, 4201 or 4204 of ERISA.

(i) contribute to or assume an obligation to contribute to, or permit any ERISA Affiliate to contribute to or assume an obligation to contribute to, any employee welfare benefit plan, as defined in Section 3(1) of ERISA, including any such plan maintained to provide benefits to former employees of such entities, that may not be terminated by such entities in their sole discretion at any time without any material liability.

(j) permit any Plan to (i) fail to satisfy the minimum funding standard applicable to the Plan for any plan year pursuant to Section 412 of the Code or Section 302 of ERISA (determined without regard to Section 412(c) of the Code or Section 302(c) of ERISA), (ii) be in at-risk status (within the meaning of Section 430 of the Code or Section 303 of ERISA) for a plan year, or (iii) fail to satisfy the requirements of Section 436 of the Code or Section 206(g) of ERISA.

Section 9.09 Sale or Discount of Receivables. Except for receivables obtained by the Obligors or the Restricted Subsidiaries out of the ordinary course of business or the settlement of joint interest billing accounts in the ordinary course of business or discounts granted to settle collection of accounts receivable or the sale of defaulted accounts arising in the

ordinary course of business in connection with the compromise or collection thereof and not in connection with any financing transaction, none of the Obligors or any of the Restricted Subsidiaries will discount or sell (with or without recourse) any of its notes receivable or accounts receivable.

Section 9.10 Mergers, Etc. The Obligors will not, and will not permit any of the Restricted Subsidiaries to, merge into or with or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or sell, lease or otherwise dispose of (whether in one transaction or in a series of related transactions) all or substantially all of its Property to any other Person (any such transaction, a "consolidation") or liquidate, wind-up or dissolve (or suffer any liquidation or dissolution), terminate or discontinue its business (any such transaction, a "wind-up"); provided that (a) so long as no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing or would result therefrom, any Restricted Subsidiary of the Borrower may participate in a consolidation with the Borrower in a transaction in which the Borrower is the surviving entity or transferee and in which the Borrower remains a domestic entity, (b) so long as no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing or would result therefrom, any Subsidiary Guarantor may participate in a merger or consolidation with any other Subsidiary Guarantor, (c) so long as (i) no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing or would result therefrom and (ii) after giving effect thereto, the Obligors are in compliance with Section 8.13, any Restricted Subsidiary may sell, transfer, lease or otherwise dispose of its assets to the Borrower or to a Subsidiary Guarantor, (d) any Restricted Subsidiary may wind-up if the Borrower determines in good faith that such wind-up is in the best interests of the Borrower and is not materially disadvantageous to the Lenders and (i) with respect to any Subsidiary Guarantor, provides written notice to the Administrative Agent not less than five (5) days (or less, as the Administrative Agent may agree in its sole discretion) prior to such wind-up, (ii) distributes all Property of the entity subject of the wind-up to the Borrower or another Restricted Subsidiary, and (iii) complies in all respects with all covenants and agreements in the Loan Documents to provide the Administrative Agent with perfected first-priority liens (subject to Excepted Liens) on all Property so distributed, (e) any Restricted Subsidiary that is not a Guarantor may participate in a merger or consolidation with any other Restricted Subsidiary; provided that if any Guarantor participates in such merger or consolidation, a Guarantor shall be the surviving Person; and (f) Obligors and their Restricted Subsidiaries may engage in Investments permitted by Section 9.05(l) and Dispositions permitted by Section 9.11.

Section 9.11 Disposition of Properties. The Obligors will not, and will not permit any of the Restricted Subsidiaries to, Dispose of any Property, except the below listed transactions:

(a) the Disposition of inventory, including Hydrocarbons and geological and seismic data, in the ordinary course of business;

(b) unless a Default or an Event of Default has occurred and is continuing or would result therefrom,

(i) Disposition of Properties to the extent permitted by Section 9.04(a), Section 9.05, and Section 9.10;

(ii) the Disposition of equipment or other Property (other than Oil and Gas Properties) that is either obsolete, worn-out or no longer necessary or useful for the business of the Borrower or any Restricted Subsidiary or is promptly replaced by equipment or Property of at least comparable value;

(iii) subject to Section 2.07(f) and the Borrower's compliance with Section 3.04(c)(iii), Dispositions of Oil and Gas Properties or any interest therein or the Disposition of any Equity Interests of any Restricted Subsidiary directly or indirectly owning Oil and Gas Properties in an aggregate fair market value not to exceed $10,000,000 during any consecutive 12-month period; provided that the consideration received in respect of such Disposition shall be equal to or greater than the fair market value of the Oil and Gas Property, interest therein or Restricted Subsidiary subject of such Disposition (as reasonably determined a Responsible Officer of the Borrower and, if requested by the Administrative Agent, the Borrower shall deliver a certificate of a Responsible Officer of the Borrower certifying to that effect); provided further that if any such Disposition is of a Restricted Subsidiary owning Oil and Gas Properties, such Disposition shall include all the Equity Interests of such Restricted Subsidiary;

(iv) subject to Section 2.07(f) and the Borrower's compliance with Section 3.04(c)(iii), Dispositions of any Oil and Gas Properties or any interest therein or the Disposition of any Equity Interests of any Restricted Subsidiary directly or indirectly owning Oil and Gas Properties; provided that (A) at least seventy-five percent (75%) of the consideration received in respect of such Disposition shall be cash or Cash Equivalents, (B) the consideration received in respect of such Disposition shall be equal to or greater than the fair market value of the Oil and Gas Property, interest therein or Restricted Subsidiary subject of such Disposition (as reasonably determined by a Financial Officer of the Borrower, or if the aggregate consideration received in respect of such Disposition exceeds $50,000,000, the board of directors (or equivalent body) of Holdings and, if requested by the Administrative Agent, the Borrower shall deliver a certificate of a Responsible Officer of the Borrower certifying to that effect) and (C) if any such Disposition is of a Restricted Subsidiary owning Oil and Gas Properties, such Disposition shall include all the Equity Interests of such Restricted Subsidiary;

(c) Farm-outs of undeveloped acreage or acreage to which no proved reserves in which the Borrower or any Restricted Subsidiary has an interest are attributable and assignments in connection with such farm-outs, in each case in the ordinary course of business (for purposes of this clause, farm-out means any contract whereby any Oil and Gas Property, or any interest therein, may be earned by one party, by the drilling or committing to drill one or more wells by that party, whether directly or indirectly);

(d) so long as no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing, Dispositions of the Permitted Asset Sale Properties;

(e) so long as no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing, Dispositions of Equity Interests in Unrestricted Subsidiaries and Permitted Joint Ventures;

(f) so long as no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing, (i) any Obligor or any Restricted Subsidiary may Dispose of its Properties to the Borrower or to a Subsidiary Guarantor, so long as, after giving effect thereto, the Obligors are in compliance with Section 8.13 without giving effect to any grace periods specified in such section, and (y) any Restricted Subsidiary that is not a Guarantor may Dispose of its Properties to any other Restricted Subsidiary that is not a Subsidiary Guarantor;

(g) the Disposition of cash and Cash Equivalents in the ordinary course of business;

(h) the write-off, discount, sale or other disposition of defaulted or past-due receivables and similar obligations in the ordinary course of business;

(i) any exchange or swap of Property; provided, that (A) such exchange or swap is for cash and/or other Oil and Gas Property located in the United States, (B) such consideration received in respect of such exchange or swap is equal to or greater than the fair market value of the Property subject of such exchange or swap (as reasonably determined in good faith by a Financial Officer of the Borrower) and (C) if the Property exchanged or swapped constitutes Borrowing Base Properties, such exchange or swap shall be subject to Section 2.07(f) and Section 3.04(c)(iii) (provided further that if any Borrowing Base Deficiency then exists or would result therefrom, the Borrower shall have made a mandatory prepayment concurrently with the consummation of such exchange or swap, so that, after giving effect thereto, no Borrowing Base Deficiency shall exist or result therefrom);

(j) Casualty Events; provided that with respect to any Casualty Event of a Borrowing Base Property, Section 2.07(f) and Section 3.04(c)(iii) shall apply; and

(k) Dispositions of Properties not regulated by Section 9.11(a) through (j) having a fair market value not to exceed $10,000,000 during any 12-month period.

Section 9.12 Environmental Matters. The Obligors will not, and will not permit any Subsidiary to, cause or permit any of its Property to be in violation of, or do anything or permit anything to be done which will subject any such Property to any Remedial Work under any Environmental Laws, assuming disclosure to the applicable Governmental Authority of all relevant facts, conditions and circumstances, if any, pertaining to such Property where such violations or remedial obligations could reasonably be expected to have a Material Adverse Effect.

Section 9.13 Transactions with Affiliates. The Obligors will not, and will not permit any Restricted Subsidiary to, enter into any transaction, including, without limitation, any purchase, sale, lease or exchange of Property or the rendering of any service, with any Affiliate (other than the Guarantors, the Borrower, and Wholly-Owned Subsidiaries of the Borrower) unless such transactions are otherwise permitted under this Agreement and are upon terms substantially as favorable to it as it would obtain in a comparable arm's length transaction with a Person not an Affiliate; provided that the foregoing shall not apply to:

(a) any Restricted Payment permitted by Section 9.04;

(b) the payment of reasonable and customary directors' and officers' fees and other benefits to Persons who are not otherwise Affiliates of the Borrower or any Subsidiary;

(c) any employment or severance or other employee compensation, arrangement or plan or any amendment thereto, entered into by the Obligors or the Restricted Subsidiaries in the ordinary course of business or which is customary in the oil and gas business, and payments, awards, grants or issuances of Equity Interests pursuant thereto; and

(d) provision of officers' and directors' indemnification and insurance in the ordinary course of business to the extent permitted by law;

(e) transactions described in Section 9.05(f) or Section 9.11(d); provided that such transactions are on fair and reasonable financial terms from the perspective of the applicable Obligor or Restricted Subsidiary, as applicable, as reasonably determined in good faith by a Financial Officer of the Borrower, or if the aggregate value of such transaction (or series of related transactions) exceeds or is expected to exceed $50,000,000, the board of directors (or equivalent body) of Holdings; and

(f) administrative and management services provided by employees and management of the Obligors or the Restricted Subsidiaries to any Unrestricted Subsidiary or Permitted Joint Venture, and the use by such Unrestricted Subsidiaries or Permitted Joint Ventures of administrative supplies, office space and office equipment, in each case to the extent subject to fair and reasonable reimbursement and/or cost-sharing arrangements with such Unrestricted Subsidiaries or Permitted Joint Ventures as reasonably approved in good faith by a Financial Officer of the Borrower.

Section 9.14 Negative Pledge Agreements; Dividend Restrictions. The Obligors will not, and will not permit any of the Restricted Subsidiaries to, create, incur, assume or suffer to exist any contract, agreement or understanding (other than this Agreement or the Security Instruments) that in any way prohibits or restricts the granting, conveying, creation or imposition of any Lien on any of its Property in favor of the Administrative Agent and the Lenders to secure the Obligations or restricts any Restricted Subsidiary from paying dividends or making distributions to the Borrower or any Guarantor, or which requires the consent of or notice to other Persons in connection therewith; provided, however, that the preceding restrictions will not apply to encumbrances or restrictions arising under or by reason of (a) any leases (other than leases of Oil and Gas Properties) or licenses or similar contracts as they affect any Property or Lien subject to such lease or license, (b) any restriction imposed pursuant to any agreement entered into for the Disposition of any Property otherwise permitted hereunder prior to the closing of such Disposition as they affect the Property subject to such pending Disposition, (c) any restriction imposed on the granting, conveying, creation or imposition of any Lien on any Property of the Obligors or the Restricted Subsidiaries imposed by any contract, agreement or understanding related to the Liens permitted under Section 9.03(c) so long as such restriction only applies to the Property permitted to be encumbered by such Liens, (d) restrictions imposed by any Governmental Authority or under any Governmental Requirement, (e) restrictions in the instruments creating an Excepted Lien of the type described in clause (f) of the definition thereof, so long as such restriction only applies to the Property permitted to be encumbered by such Liens, (g) customary supermajority voting provisions and other customary provisions with

respect to the disposition or distribution of assets, each contained in corporate charters, bylaws, stockholders' agreements, limited liability company agreements, partnership agreements, joint venture agreements and other similar agreements entered into in the ordinary course of business of the Obligors or the Restricted Subsidiaries and (h) solely with respect to restrictions on the paying of dividends or making distributions to the Borrower or Guarantor, obligations that are binding on a Person at the time such Person first becomes a Restricted Subsidiary of the Borrower, so long as such obligations are not entered into in contemplation of such Person becoming a Restricted Subsidiary and such Restricted Subsidiary is an Immaterial Subsidiary hereunder.

Section 9.15 Gas Imbalances, Take-or-Pay or Other Prepayments. The Obligors will not, and will not permit any of the Restricted Subsidiaries to, allow gas imbalances, take-or-pay or other prepayments (excluding firm transportation contracts entered into in the ordinary course of business) with respect to the Oil and Gas Properties of the Borrower or the Restricted Subsidiaries that would require the Borrower or such Restricted Subsidiary to deliver, in the aggregate, two percent (2%) or more of the monthly production of Hydrocarbons at some future time without then or thereafter receiving full payment therefore.

Section 9.16 Swap Agreements.

(a) The Obligors will not, and will not permit any of the Restricted Subsidiaries to, enter into (or, in the case of Section 9.16(a)(ii) below, permit to exist) any Swap Agreements with any Person, except:

(i) Swap Agreements in respect of oil and gas commodities (x) with an Approved Counterparty and (y) the notional volumes for which (when aggregated with the notional volumes under all other commodity Swap Agreements then in effect other than swaps covering (A) basis differential or (B) oil spread timing risks, in each case on volumes already hedged pursuant to other Swap Agreements) do not exceed, as of the date such Swap Agreement is executed, (I) for each calendar month in the remainder of the then current calendar year and for the period of four calendar years thereafter, 80% of the reasonably anticipated projected production (from the proved Oil and Gas Properties based upon the Borrower's internal projections) for each such month during which such Swap Agreement is in effect, for each of crude oil and natural gas, calculated separately, and (II) for each calendar month thereafter, 70% of the reasonably anticipated projected production (from the proved Oil and Gas Properties based upon the Borrower's internal projections) for each such month during the period during which such Swap Agreement is in effect, for each of crude oil and natural gas, calculated separately, and

(ii) Swap Agreements in respect of interest rates with an Approved Counterparty, which effectively convert interest rates from floating to fixed, the notional amounts of which (when aggregated with all other Swap Agreements of the Obligors or their respective Subsidiaries then in effect effectively converting interest rates from floating to fixed) do not exceed at any time 100% of the then outstanding principal amount of the Borrower's Debt for borrowed money which bears interest at a floating rate.

(b) If, at any time, the Borrower determines that the notional amounts of Swap Agreements in respect of interest rates exceed 100% of the then outstanding principal amount of the Borrower's Debt for borrowed money which bears interest at a floating rate, then the Borrower shall, within thirty (30) days of such determination, terminate, create off-setting positions or otherwise unwind existing Swap Agreements in order to comply with this Section 9.16.

(c) Notwithstanding anything to the contrary in this Section 9.16, there shall be no prohibition against the Borrower or any Restricted Subsidiary entering into any "put" contracts or commodity price floors with an Approved Counterparty so long as (i) such agreements are entered into for non-speculative purposes and in the ordinary course of business for the purpose of hedging against fluctuations of commodity prices, (ii) such agreements are not related to corresponding calls, collars or swaps and (iii) neither the Borrower nor any Restricted Subsidiary has any payment obligation other than premiums and charges the total amount of which are fixed and known at the time such agreement is entered into.

Section 9.17 Tax Status. Neither the Borrower nor the Parent shall elect to be classified as a corporation for U. S. federal income tax purposes. Holdings shall not alter its status as a subchapter C corporation for U. S. federal income tax purposes.

Section 9.18 Subsidiaries. Neither the Borrower nor any Restricted Subsidiary shall have any Restricted Subsidiary (a) that is a Foreign Subsidiary or (b) that is not a Wholly-Owned Subsidiary.

Section 9.19 Account Control Agreements. The Obligors will not, and will not permit any Restricted Subsidiary to deposit, credit or otherwise transfer any Cash Receipts, securities, financial assets or any other Property into, any Deposit Account or Securities Account other than (a) Deposit Accounts and Securities Accounts in which the Administrative Agent has been granted a first-priority Lien (subject to Excepted Liens of the type described in clause (e) of the definition thereof) and that, in each case, is listed on Schedule 7.25 and is subject to an Account Control Agreement and (b) Excluded Accounts (solely with respect to amounts referred to in the definition thereof).

Section 9.20 Parent Guarantors. Notwithstanding anything to the contrary contained herein or in any other Loan Document, (a) the Parent shall not engage in any operating or business activities or other transactions other than its ownership of the Borrower and shall not directly hold Equity Interests of any subsidiary except the Borrower; and (b) Holdings shall not engage in any operating or business activities or other transactions other than its ownership of Parent and shall not directly hold Equity Interests of any subsidiary except the Parent; provided that the following shall be permitted activities: (i) the maintenance of its legal existence (including the ability to incur fees, costs and expenses relating to such maintenance), (ii) the performance of its obligations with respect to the Loan Documents, (iii) payment of Taxes, (iv) conduct of financial audits as provided hereunder, (v) providing indemnification to officers, managers and directors, (vi) making Restricted Payments to holders of its Equity Interests to the extent permitted by Section 9.04, (vii) the issuance of Debt to the extent permitted by Sections 9.02(f), (g), (h) and (i), and (viii) any other activities incidental or reasonably related to the foregoing.

Section 9.21 Certain Restrictions with respect to Permitted Asset Sale Properties and Unrestricted Subsidiaries and Permitted Joint Ventures.

(a) The Obligors will not, and will not permit any of the Restricted Subsidiaries to invest or otherwise fund any operations, maintenance or other improvement of the Permitted Asset Sale Properties using the proceeds of the Loans, cash constituting Collateral of the Lenders or proceeds of Collateral; provided, that the Borrower or any Restricted Subsidiary may (i) fund any such cost associated with the Permitted Asset Sale Properties from such sources, in each case, subject to all other restrictions set forth in this Agreement and subject to the Collateral requirements herein and in the other Loan Documents, so long as both before, and immediately after giving effect thereto, (A) no Borrowing Base Deficiency, Default or Event of Default has occurred and is continuing or would result therefrom, (B) the Pro Forma Net Leverage Ratio shall be less than 2.50 to 1.00 and (C) at least eighty percent (80%) of the Commitments are unused and (ii) make any payments required to be made under the Engineering and Construction Agreement and Equipment Supply Agreement, each between Linn Midstream, LLC and BCCK Engineering, Inc. related to the construction of the Chisholm Midstream Assets, in each case, as in effect on the Effective Date (without giving effect to amendments, modifications or supplements thereto), so long as both before, and immediately after giving effect thereto, no Borrowing Base Deficiency, Default or Event of Default has occurred and is continuing or would result therefrom.

(b) Notwithstanding any other provision in this Agreement to the contrary, the Obligors:

(i) will cause the management, business and affairs of its Unrestricted Subsidiaries to be conducted in such a manner, including, without limitation, by keeping separate books of account, furnishing separate financial statements of Unrestricted Subsidiaries or Permitted Joint Ventures to creditors and potential creditors thereof and shall not permit Properties of Obligors and the Restricted Subsidiaries to be commingled with Properties of Unrestricted Subsidiaries; in each case, so that each Unrestricted Subsidiary and Permitted Joint Venture that is a corporation will be treated as a corporate entity separate and distinct from Obligors and the Restricted Subsidiaries;

(ii) will not, and will not permit any of their Restricted Subsidiaries to, incur, assume, guarantee or be or become liable for any Debt of any of the Unrestricted Subsidiaries or Permitted Joint Ventures;

(iii) will not permit any Unrestricted Subsidiary or Permitted Joint Venture to hold any Equity Interest in, or any Debt of, any Obligor or any Restricted Subsidiary; and

(iv) will not engage in any transactions with, or permit any the Restricted Subsidiaries to engage in any transaction with an Unrestricted Subsidiary or Permitted Joint Venture other than transactions that are permitted by Section 9.13.

Section 9.22 Sale and Leaseback Transactions. The Obligors will not, and will not permit any Restricted Subsidiaries to, enter into any Sale and Leaseback Transactions.

Section 9.23 Organizational Documents. The Obligors will not, and will not permit any of the Restricted Subsidiaries to, amend, modify or supplement in any material respect (or vote to enable, or take any other action to permit, such amendment, modification or supplement of) any Organizational Document of the Obligors or such Restricted Subsidiaries in any manner adverse to the interests of the Administrative Agent and the Lenders.

ARTICLE X
Events of Default; Remedies

Section 10.01 Events of Default. One or more of the following events shall constitute an "Event of Default":

(a) the Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof, by acceleration or otherwise.

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in Section 10.01(a)) payable under any Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three (3) Business Days.

(c) any representation or warranty made or deemed made by or on behalf of the Borrower or any Guarantor in or in connection with any Loan Document or any amendment or modification of any Loan Document or waiver under such Loan Document, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made.

(d) the Borrower, any Guarantor or any Restricted Subsidiary shall fail to observe or perform any covenant, condition or agreement contained in, Schedule 6.03, Section 8.02 Section 8.03 (with respect to the legal existence of the Borrower or any Guarantor), Section 8.13, Section 8.16 or in ARTICLE IX.

(e) the Borrower, any Guarantor or any Restricted Subsidiary shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in Section 10.01(a) to (d) or (f) to (n)) or any other Loan Document, and such failure shall continue unremedied for a period of 30 days after the earlier to occur of (i) notice thereof from the Administrative Agent to the Borrower (which notice will be given at the request of any Lender) or (ii) a Responsible Officer of the Obligors or any Restricted Subsidiary otherwise becoming aware of such failure.

(f) the Borrower or any Guarantor shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Debt, when and as the same shall become due and payable (after the expiration of any applicable period of grace and/or notice and cure period).

(g) any event or condition occurs (after the expiration of any applicable period of grace and/or notice and cure period) that (i) results in any Material Debts becoming due prior to its scheduled maturity or (ii) that enables or permits the holder or holders of any Material Debt or any trustee or agent on its or their behalf to cause any Material Debt to become due, or to require the Redemption thereof or any offer to Redeem to be made in respect thereof, prior to its scheduled maturity or require the Obligors to make an offer in respect thereof.

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of any Obligor or its or their respective debts, or of a substantial part of its or their respective assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Obligor or for a substantial part of its or their respective assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered.

(i) any Obligor shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in Section 10.01(h), (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Obligor or for a substantial part of its or their respective assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing; or the holders of any Equity Interests of Holdings, the Parent or the Borrower shall make any request or take any action for the purpose of calling a meeting of the shareholders or members of Holdings, the Parent or the Borrower, as applicable, to consider a resolution to dissolve and wind-up Holdings', the Parent's or the Borrower's affairs.

(j) any Obligor shall become unable, admit in writing its inability or fail generally to pay its debts as they become due.

(k) (i) one or more judgments for the payment of money in an aggregate amount in excess of $25,000,000 (to the extent not covered by independent third-party insurance provided by reputable and financially sound insurers as to which the insurer has not issued a notice denying coverage and is not subject to an insolvency proceeding) or (ii) any one or more non-monetary judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, shall be rendered by a court of competent jurisdiction against any Obligor or any Restricted Subsidiary or any combination thereof and the same shall remain undischarged or unsatisfied for a period of thirty (30) consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any material assets of any Obligor or any Restricted Subsidiary to enforce any such judgment.

(l) the Loan Documents after delivery thereof shall for any reason, except to the extent permitted by the terms thereof, cease to be in full force and effect and valid, binding and enforceable in accordance with their terms against any Obligor party thereto or shall be repudiated by any of them, or any Obligor shall so state in writing; or the Loan Documents after delivery thereof cease to create a valid and perfected Lien of the priority required thereby on any material portion of Collateral purported to be covered thereby, except to the extent permitted by the terms of this Agreement, or any Obligor shall so state in writing.

(m) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, could reasonably be expected to have a Material Adverse Effect or result in a Lien arising under ERISA or Section 430 of the Code.

(n) a Change in Control shall occur.

Section 10.02 Remedies.

(a) In the case of an Event of Default other than one described in Section 10.01(h) or Section 10.01(i) at any time thereafter during the continuance of such Event of Default, the Administrative Agent may, and at the request of the Majority Lenders, shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Notes and the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower and the Guarantors accrued hereunder and under the Notes and the other Loan Documents (including, without limitation, the payment of cash collateral to secure the LC Exposure as provided in Section 2.08(j)), shall become due and payable immediately, without presentment, demand, protest, notice of intent to accelerate, notice of acceleration or other notice of any kind, all of which are hereby waived by the Borrower and each Guarantor; and in case of an Event of Default described in Section 10.01(h) or Section 10.01(i), the Commitments shall automatically terminate and the Notes and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and the other obligations of the Borrower and the Guarantors accrued hereunder and under the Notes and the other Loan Documents (including, without limitation, the payment of cash collateral to secure the LC Exposure as provided in Section 2.08(j)), shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower and each Guarantor.

(b) In the case of the occurrence of an Event of Default, the Administrative Agent and the Lenders will have all other rights and remedies available at law and equity.

(c) Except as provided in Section 4.04, all proceeds realized from the liquidation or other disposition of Collateral or otherwise received after maturity of the Loans, whether by acceleration or otherwise, shall be applied: *first*, to payment or reimbursement of that portion of the Obligations constituting fees, expenses and indemnities payable to the Administrative Agent in its capacity as such; *second*, pro rata to payment or reimbursement of that portion of the Obligations constituting fees, expenses and indemnities payable to the Lenders; *third*, pro rata to payment of accrued interest on the Loans; *fourth*, pro rata to payment

of (i) principal outstanding on the Loans, (ii) reimbursement obligations in respect of Letters of Credit pursuant to Section 2.08(e) (and cash collateralization of LC Exposure hereunder), (iii) Secured Swap Obligations owing to Secured Swap Parties and (iv) Secured Cash Management Obligations owing to Secured Cash Management Providers; *fifth*, pro rata to any other Obligations; and *sixth*, any excess, after all of the Obligations shall have been paid in full in cash, shall be paid to the Borrower or as otherwise required by any Governmental Requirement; provided that, for the avoidance of doubt, Excluded Swap Obligations with respect to any Guarantor shall not be paid with amounts received from such Guarantor or its assets, but appropriate adjustments shall be made with respect to payments from the Borrower and any other Guarantors to preserve the allocation to Obligations otherwise set forth above in this Section 10.02(c).

(d) Without limiting any other provision of this Article X, after the occurrence of, and during the continuation of, an Event of Default, the Administrative Agent may give instructions directing the disposition of funds, securities or other Property credited or deposited into any Deposit Account or Securities Account subject to an Account Control Agreement (including without limitation sweeping such proceeds for payment of the Obligations) and/or withhold any withdrawal rights of any Obligor with respect to any or all funds, securities or other Property credited or deposited into any Deposit Account or Securities Account subject to an Account Control Agreement.

Section 10.03 Disposition of Proceeds. The Security Instruments contain an assignment by the Borrower and the Obligors unto and in favor of the Administrative Agent for the benefit of the Lenders of all of the Borrower's and each Obligor's interest in and to production and all proceeds attributable thereto which may be produced from or allocated to the Mortgaged Property. The Security Instruments further provide in general for the application of such proceeds to the satisfaction of the Obligations and other obligations described therein and secured thereby. Notwithstanding the assignment contained in such Security Instruments, except after the occurrence and during the continuance of an Event of Default, (a) the Administrative Agent and the Lenders agree that they will neither notify the purchaser or purchasers of such production nor take any other action to cause such proceeds to be remitted to the Administrative Agent or the Lenders, but the Lenders will instead permit such proceeds to be paid to the Borrower or its Subsidiaries, as applicable and (b) the Lenders hereby authorize the Administrative Agent to take such actions as may be necessary to cause such proceeds to be paid to the Borrower or its Subsidiaries, as applicable.

Section 10.04 Credit Bidding. Each of the Borrower and the other Obligors, and the Lenders hereby irrevocably authorize (and by entering into a Swap Agreement, each Approved Counterparty shall be deemed to authorize) the Administrative Agent, based upon the instruction of the Majority Lenders, to Credit Bid and purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (and the Borrower and each other Obligor and their respective Subsidiaries shall approve the Administrative Agent as a qualified bidder and such Credit Bid as a qualified bid) at any sale thereof conducted by the Administrative Agent, based upon the instruction of the Majority Lenders, under any provisions of the Uniform Commercial Code, as part of any sale or investor solicitation process conducted by the Borrower or any other Obligor or their respective Subsidiaries, any interim receiver,

manager, receiver and manager, administrative receiver, trustee, agent or other Person pursuant or under any insolvency laws; provided, however, that (a) the Majority Lenders may not direct the Administrative Agent in any manner that does not treat each of the Lenders equally, without preference or discrimination, in respect of consideration received as a result of the Credit Bid, (b) the acquisition documents shall be commercially reasonable and contain customary protections for minority holders, such as, among other things, anti-dilution and tag-along rights, (c) the exchanged debt or equity securities must be freely transferable, without restriction (subject to applicable securities laws) and (d) reasonable efforts shall be made to structure the acquisition in a manner that causes the governance documents pertaining thereto to not impose any obligations or liabilities upon the Lenders individually (such as indemnification obligations).

ARTICLE XI
The Administrative Agent

Section 11.01 Appointment; Powers. Each of the Lenders and each Issuing Bank hereby irrevocably appoints the Administrative Agent as its agent and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and each Issuing Bank, and neither the Obligors nor any Subsidiary shall have rights as a third party beneficiary of any of such provisions.

Section 11.02 Duties and Obligations of Administrative Agent. The Administrative Agent shall have no duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing (the use of the term "agent" herein and in the other Loan Documents with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law; rather, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties), (b) the Administrative Agent shall have no duty to take any discretionary action or exercise any discretionary powers, except as provided in Section 11.03, and (c) except as expressly set forth herein, the Administrative Agent shall have no duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Obligors or their respective Subsidiaries that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Borrower or a Lender, and shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or under any other Loan Document or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or in any other Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other

agreement, instrument or document, (v) the satisfaction of any condition set forth in ARTICLE VI or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent, (vi) the existence, value, perfection or priority of any collateral security or the financial or other condition of the Obligors or their respective Subsidiaries or any other obligor or guarantor, or (vii) any failure by the Borrower or any other Person (other than itself) to perform any of its obligations hereunder or under any other Loan Document or the performance or observance of any covenants, agreements or other terms or conditions set forth herein or therein. For purposes of determining compliance with the conditions specified in ARTICLE VI, each Lender shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received written notice from such Lender prior to the proposed closing date specifying its objection thereto.

Section 11.03 Action by Administrative Agent. The Administrative Agent shall have no duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise in writing as directed by the Majority Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02) and in all cases the Administrative Agent shall be fully justified in failing or refusing to act hereunder or under any other Loan Documents unless it shall (a) receive written instructions from the Majority Lenders or the Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02), as applicable, specifying the action to be taken and (b) be indemnified to its satisfaction by the Lenders against any and all liability and expenses which may be incurred by it by reason of taking or continuing to take any such action. The instructions as aforesaid and any action taken or failure to act pursuant thereto by the Administrative Agent shall be binding on all of the Lenders. If a Default has occurred and is continuing, then the Administrative Agent shall take such action with respect to such Default as shall be directed by the requisite Lenders in the written instructions (with indemnities) described in this Section 11.03, provided that, unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default as it shall deem advisable in the best interests of the Lenders. In no event, however, shall the Administrative Agent be required to take any action which exposes the Administrative Agent to personal liability or which is contrary to this Agreement, the Loan Documents or applicable law. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Majority Lenders or the Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02), and otherwise the Administrative Agent shall not be liable for any action taken or not taken by it hereunder or under any other Loan Document or under any other document or instrument referred to or provided for herein or therein or in connection herewith or therewith INCLUDING ITS OWN ORDINARY NEGLIGENCE, except for its own gross negligence or willful misconduct.

Section 11.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon and each of the Borrower, the Lenders and each Issuing Bank hereby waives the right to dispute the Administrative Agent's record of such statement, except in the case of gross negligence or willful misconduct by the Administrative Agent. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. The Administrative Agent may deem and treat the payee of any Note as the holder thereof for all purposes hereof unless and until a written notice of the assignment or transfer thereof permitted hereunder shall have been filed with the Administrative Agent.

Section 11.05 Subagents. The Administrative Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding Sections of this ARTICLE XI shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as the Administrative Agent.

Section 11.06 Resignation or Removal of Administrative Agent. Subject to the appointment and acceptance of a successor Administrative Agent as provided in this Section 11.06, the Administrative Agent may resign at any time by notifying the Lenders, each Issuing Bank and the Borrower and the Administrative Agent may be removed at any time with or without cause by the Majority Lenders. Upon any such resignation or removal, the Majority Lenders shall have the right, in consultation with the Borrower (unless an Event of Default has occurred and is continuing), to appoint a successor. If no successor shall have been so appointed by the Majority Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation or removal of the retiring Administrative Agent, then the retiring Administrative Agent may, on behalf of the Lenders and each Issuing Bank, appoint a successor Administrative Agent; provided that in no event shall any such successor Administrative Agent be a Defaulting Lender. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Borrower to the successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the Administrative Agent's resignation hereunder, the provisions of this ARTICLE XI and Section 12.03 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent.

Section 11.07 Administrative Agent and Lenders. The Administrative Agent shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and the Administrative Agent and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent hereunder.

Section 11.08 No Reliance.

(a) Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and each other Loan Document to which it is a party. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document, any related agreement or any document furnished hereunder or thereunder. The Administrative Agent shall not be required to keep itself informed as to the performance or observance by the Obligors or their respective Subsidiaries of this Agreement, the Loan Documents or any other document referred to or provided for herein or to inspect the Properties or books of the Borrower or its Subsidiaries. Except for notices, reports and other documents and information expressly required to be furnished to the Lenders by the Administrative Agent hereunder, neither the Administrative Agent nor the Arrangers shall have any duty or responsibility to provide any Lender with any credit or other information concerning the affairs, financial condition or business of the Borrower (or any of its Affiliates) which may come into the possession of the Administrative Agent, the Arrangers or any of their respective Affiliates. In this regard, each Lender acknowledges that Paul Hastings LLP is acting in this transaction as special counsel to the Administrative Agent only, except to the extent otherwise expressly stated in any legal opinion or any Loan Document. Each other party hereto will consult with its own legal counsel to the extent that it deems necessary in connection with the Loan Documents and the matters contemplated therein.

(b) The Lenders acknowledge that the Administrative Agent and the Arrangers are acting solely in administrative capacities with respect to the structuring and syndication of this facility and have no duties, responsibilities or liabilities under this Agreement and the other Loan Documents other than their administrative duties, responsibilities and liabilities specifically as set forth in the Loan Documents and in their capacity as Lenders hereunder. In structuring, arranging or syndicating this facility, each Lender acknowledges that the Administrative Agent and/or the Arrangers may be agents or lenders under this Agreement, other loans or other securities and waives any existing or future conflicts of interest associated with their role in such other debt instruments.

Section 11.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Obligors or their respective Subsidiaries, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Section 12.03) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Section 12.03.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 11.10 Authority of Administrative Agent to Release Collateral and Liens. Each Lender, each Issuing Bank, each Secured Swap Party and Secured Cash Management Provider hereby authorizes the Administrative Agent to release any Collateral and the guarantees of any Guarantor under the Guarantee and Collateral Agreement, and to execute and deliver to the Borrower, at the Borrower's sole cost and expense, any and all releases of Liens, releases of guaranty from the Guarantee and Collateral Agreement, termination statements, assignments or other documents reasonably requested by the Borrower, in accordance with Section 12.20.

Section 11.11 The Arrangers. The Arrangers, the Syndication Agent and the Documentation Agents shall have no duties, responsibilities or liabilities under this Agreement and the other Loan Documents other than its duties, responsibilities and liabilities in its individual capacity as a Lender hereunder to the extent it is a party to this Agreement as a Lender.

ARTICLE XII
Miscellaneous

Section 12.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to Section 12.01(b)), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax, as follows:

(i) if to the Borrower or any Guarantor, to it at:

Linn Energy Holdco II LLC
600 Travis Street, Suite 5100
Houston, TX 77002

Attention: David Rottino
Telephone: 281-840-4117
Facsimile: 281-840-4189
Electronic Mail: drottino@linnenergy.com

with a copy to:

Linn Energy Holdco II LLC
600 Travis Street, Suite 5100
Houston, TX 77002
Attention: Candice Wells, Esq.
Telephone: 281-840-4156
Facsimile: 281-840-4180
Electronic Mail: cwells@linnenergy.com

(ii) if to the Administrative Agent, to it at:

Royal Bank of Canada
2800 Post Oak Blvd.
Suite 3900
Houston, TX 77056
Attention: Don McKinnerney
E-mail: Don.McKinnerney@rbccm.com

with a copy to the Administrative Agent at:

Royal Bank of Canada
20 King Street West, 4th Floor
Toronto, ON M5H 1C4
Attention: Manager, Agency Services
Facsimile: 416 842 4023

(iii) if to any other Lender, in their capacity as such, or any other Lender in its capacity as an Issuing Bank, to it at its address (or fax number) set forth in its Administrative Questionnaire.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to ARTICLE II, ARTICLE III, ARTICLE IV and ARTICLE V unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address or fax number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

Section 12.02 Waivers; Amendments.

(a) No failure on the part of the Administrative Agent, any other agent, any Issuing Bank or any Lender to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege, or any abandonment or discontinuance of steps to enforce such right, power or privilege, under any of the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under any of the Loan Documents preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the Administrative Agent, any other agent, each Issuing Bank and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by any Obligor therefrom shall in any event be effective unless the same shall be permitted by Section 12.02(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any other agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Subject to Section 4.04(c)(ii), neither this Agreement nor any provision hereof nor any Loan Document nor any provision thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Majority Lenders or by the Borrower and the Administrative Agent with the written consent of the Majority Lenders. Notwithstanding the foregoing, no such agreement of the Majority Lenders shall (i) increase the Commitment or Maximum Credit Amount of any Lender without the written consent of such Lender, (ii) increase the Borrowing Base without the written consent or deemed consent of each Lender, maintain or decrease the Borrowing Base without the written consent or deemed consent of the Required Lenders, or modify in any manner Section 2.07 without the written consent of each Lender; provided that a Scheduled Redetermination may be postponed by the Required Lenders, (iii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon (other than the waiver of interest at the default rate pursuant to Section 3.02(c), or reduce any fees payable hereunder, or reduce any other Obligations hereunder or under any other Loan Document, without the written consent of

each Lender affected thereby, (iv) postpone the scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any interest thereon, or any fees payable hereunder, or any other Obligations hereunder or under any other Loan Document, or reduce the amount of, waive or excuse any such payment, or postpone or extend the Termination Date or the Maturity Date without the written consent of each Lender affected thereby, (v) change Section 2.06(b)(ii), Section 4.01(b), Section 4.01(c) or Section 10.02(c) in a manner that would alter the pro rata reduction of Commitments or the pro rata sharing of payments required thereby, without the written consent of each Lender adversely affected thereby, (vi) waive or amend Section 3.04(c) or Section 6.01, in each case without the written consent of each Lender, (vii) release any Guarantor or release all or substantially all of the Collateral (in each case, other than as provided in Section 11.10 and Section 12.20) without written consent of each Lender and each Secured Swap Party, or reduce the percentage set forth in Section 8.13(a) to less than eighty-five percent (85%), without the written consent of each Lender, (viii) modify the definitions of "Secured Swap Agreement", "Secured Swap Obligations" or "Secured Swap Party", or the terms of Section 10.02(c), Section 12.14, or any of the provisions of this Section 12.02(b), in each case without the written consent of each Secured Swap Party adversely affected thereby, (ix) change any of the provisions of this Section 12.02(b) or the definition of "Majority Lenders", "Super Majority Lenders" "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or under any other Loan Documents or make any determination or grant any consent hereunder or any other Loan Documents, without the written consent of each Lender adversely affected thereby, or (x) amend or otherwise modify any Security Instrument in a manner that results in the Secured Swap Obligations no longer being secured on an equal and ratable basis with the principal of the Loans pursuant to such Security Instrument, without the written consent of each Secured Swap Party adversely affected thereby; provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or any Issuing Bank hereunder or under any other Loan Document without the prior written consent of the Administrative Agent or such Issuing Bank, as the case may be. Notwithstanding the foregoing, (i) any supplement to any Schedule permitted or required to be delivered under this Agreement or any other Loan Document shall be effective simply by delivering to the Administrative Agent a supplemental Schedule clearly marked as such and, upon receipt, the Administrative Agent will promptly deliver a copy thereof to the Lenders, and (ii) any Security Instrument may be supplemented to add additional collateral with the consent of the Administrative Agent.

Section 12.03 Expenses, Indemnity; Damage Waiver.

(a) The Borrower and each other Obligor shall jointly and severally pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Arrangers and their respective Affiliates, including, without limitation, the reasonable and documented out-of-pocket fees, charges and disbursements of consultants and of one primary counsel to the Administrative Agent and one local counsel to the Administrative Agent in each jurisdiction deemed reasonably necessary by the Administrative Agent, and the reasonable travel, photocopy, mailing, courier, telephone and other similar expenses, in each case in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration (both before and after the execution hereof and including advice of counsel to the Administrative Agent as to the rights and duties of the

Administrative Agent and the Lenders with respect thereto) of this Agreement and the other Loan Documents and any amendments, modifications or waivers of or consents related to the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all out-of-pocket costs, expenses, Taxes, assessments and other charges incurred by the Administrative Agent or any Lender in connection with any filing, registration, recording or perfection of any security interest contemplated by this Agreement or any Security Instrument or any other document referred to therein, (iii) all reasonable out-of-pocket expenses incurred by each Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit issued by such Issuing Bank or any demand for payment thereunder, (iv) all out-of-pocket expenses incurred by the Administrative Agent (and its Affiliates) and the Lenders (including (A) the fees, charges and disbursements of counsel to the Administrative Agent and (B) the fees, charges and disbursements of one primary counsel to the Lenders as a group (plus no more than one additional counsel in each jurisdiction that is relevant to such enforcement or protection of rights)) in connection with this Agreement or any other Loan Document or in connection with the Loans made or Letters of Credit issued hereunder, including, without limitation, all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) **THE BORROWER AND EACH OTHER OBLIGOR SHALL JOINTLY AND SEVERALLY INDEMNIFY THE ADMINISTRATIVE AGENT, THE ARRANGERS, THE SYNDICATION AGENT, THE DOCUMENTATION AGENTS, EACH ISSUING BANK AND EACH LENDER, AND EACH RELATED PARTY OF ANY OF THE FOREGOING PERSONS (EACH SUCH PERSON BEING CALLED AN "INDEMNITEE") AGAINST, AND DEFEND AND HOLD EACH INDEMNITEE HARMLESS FROM, ANY AND ALL LOSSES, CLAIMS, DAMAGES, PENALTIES, LIABILITIES AND RELATED EXPENSES, INCLUDING THE REASONABLE AND CUSTOMARY FEES, CHARGES AND DISBURSEMENTS OF ANY COUNSEL FOR ANY INDEMNITEE, INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEE ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF (i) THE EXECUTION OR DELIVERY OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (OTHER THAN EXPENSES IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS DATED OF EVEN DATE HEREWITH, WHICH EXPENSES SHALL ONLY BE PAID BY THE OBLIGORS TO THE EXTENT PROVIDED IN SECTION 12.03(A)) OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OR THE PARTIES TO ANY OTHER LOAN DOCUMENT OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER OR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR BY ANY OTHER LOAN DOCUMENT, (ii) THE FAILURE OF THE OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES TO COMPLY WITH THE TERMS OF ANY LOAN DOCUMENT, INCLUDING THIS AGREEMENT, OR WITH ANY GOVERNMENTAL REQUIREMENT, (iii) ANY INACCURACY OF ANY REPRESENTATION OR ANY BREACH OF ANY WARRANTY OR COVENANT OF THE BORROWER OR ANY GUARANTOR SET FORTH IN ANY OF THE LOAN DOCUMENTS OR ANY INSTRUMENTS, DOCUMENTS OR CERTIFICATIONS DELIVERED IN CONNECTION THEREWITH,**

(iv) ANY LOAN OR LETTER OF CREDIT OR THE USE OF THE PROCEEDS THEREFROM, INCLUDING, WITHOUT LIMITATION, (A) ANY REFUSAL BY ANY ISSUING BANK TO HONOR A DEMAND FOR PAYMENT UNDER A LETTER OF CREDIT ISSUED BY SUCH ISSUING BANK IF THE DOCUMENTS PRESENTED IN CONNECTION WITH SUCH DEMAND DO NOT STRICTLY COMPLY WITH THE TERMS OF SUCH LETTER OF CREDIT, OR (B) THE PAYMENT OF A DRAWING UNDER ANY LETTER OF CREDIT NOTWITHSTANDING THE NON-COMPLIANCE, NON-DELIVERY OR OTHER IMPROPER PRESENTATION OF THE DOCUMENTS PRESENTED IN CONNECTION THEREWITH, (v) ANY OTHER ASPECT OF THE LOAN DOCUMENTS, (vi) THE OPERATIONS OF THE BUSINESS OF THE OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES BY THE OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES, (vii) ANY ASSERTION THAT THE LENDERS WERE NOT ENTITLED TO RECEIVE THE PROCEEDS RECEIVED PURSUANT TO THE SECURITY INSTRUMENTS, (viii) THE OBLIGORS', OR THEIR RESPECTIVE SUBSIDIARIES', BREACH OF, OR NON-COMPLIANCE WITH, ANY ENVIRONMENTAL LAW APPLICABLE TO THE OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES, (ix) THE USE, RELEASE, STORAGE, TREATMENT, DISPOSAL, GENERATION, THREATENED RELEASE, TRANSPORT, ARRANGEMENT FOR TRANSPORT OR ARRANGEMENT FOR DISPOSAL OF HAZARDOUS MATERIALS BY THE OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES, (x) ANY ENVIRONMENTAL LIABILITY RELATED IN ANY WAY TO THE OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES, (xi) THE USE BY UNINTENDED RECIPIENTS OF ANY INFORMATION OR OTHER MATERIALS DISTRIBUTED BY IT THROUGH TELECOMMUNICATIONS, ELECTRONIC OR OTHER INFORMATION TRANSMISSION SYSTEM IN CONNECTION WITH THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR (xii) ANY ACTUAL OR PROSPECTIVE CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BROUGHT BY A THIRD PARTY, THE BORROWER OR ANY GUARANTOR, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO, AND SUCH INDEMNITY SHALL EXTEND TO EACH INDEMNITEE NOTWITHSTANDING THE SOLE OR CONCURRENT NEGLIGENCE OF EVERY KIND OR CHARACTER WHATSOEVER, WHETHER ACTIVE OR PASSIVE, WHETHER AN AFFIRMATIVE ACT OR AN OMISSION, INCLUDING WITHOUT LIMITATION, ALL TYPES OF NEGLIGENT CONDUCT IDENTIFIED IN THE RESTATEMENT (SECOND) OF TORTS OF ONE OR MORE OF THE INDEMNITEES OR BY REASON OF STRICT LIABILITY IMPOSED WITHOUT FAULT ON ANY ONE OR MORE OF THE INDEMNITEES; PROVIDED THAT SUCH INDEMNITY SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE, AND PROVIDED FURTHER THAT THE INDEMNITY SET FORTH HEREIN SHALL NOT APPLY TO DISPUTES SOLELY BETWEEN LENDERS

UNLESS SUCH DISPUTE RESULTS FROM ANY CLAIM ARISING OUT OF ANY REQUEST, ACT OR OMISSION ON THE PART OF ANY OBLIGOR OR AGAINST THE ARRANGERS, THE ADMINISTRATIVE AGENT OR ANY ISSUING BANK IN ITS CAPACITY AS SUCH, IN EACH CASE, IN CONNECTION WITH THE LOAN DOCUMENTS. WITH RESPECT TO THE OBLIGATION TO REIMBURSE AN INDEMNITEE FOR FEES, CHARGES AND DISBURSEMENTS OF COUNSEL, EACH INDEMNITEE AGREES THAT ALL INDEMNITEES WILL AS A GROUP UTILIZE ONE PRIMARY COUNSEL (PLUS NO MORE THAN ONE ADDITIONAL COUNSEL IN EACH JURISDICTION WHERE A PROCEEDING THAT IS THE SUBJECT MATTER OF THE INDEMNITY IS LOCATED) UNLESS (1) THERE IS A CONFLICT OF INTEREST AMONG INDEMNITEES, (2) DEFENSES OR CLAIMS EXIST WITH RESPECT TO ONE OR MORE INDEMNITEES THAT ARE NOT AVAILABLE TO ONE OR MORE OTHER INDEMNITEES OR (3) SPECIAL COUNSEL IS REQUIRED TO BE RETAINED AND THE BORROWER CONSENTS TO SUCH RETENTION (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED). THIS SECTION 12.03(B) SHALL NOT APPLY WITH RESPECT TO TAXES OTHER THAN ANY TAXES THAT REPRESENT LOSSES, CLAIMS, DAMAGES, ETCETERA, ARISING FROM ANY NON-TAX CLAIM.

(c) To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent, the Arrangers or any Issuing Bank under Section 12.03(a) or (b), each Lender severally agrees to pay to the Administrative Agent, the Arrangers or such Issuing Bank, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent, the Arrangers or such Issuing Bank in its capacity as such.

(d) TO THE EXTENT PERMITTED BY APPLICABLE LAW, NO PARTY HERETO NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS SHALL ASSERT, AND EACH HEREBY WAIVES, ANY CLAIM AGAINST ANY OTHER SUCH PERSON, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE TRANSACTIONS, ANY LOAN OR LETTER OF CREDIT OR THE USE OF THE PROCEEDS THEREOF. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL LIMIT OR BE DEEMED TO LIMIT THE OBLIGORS' OBLIGATION TO INDEMNIFY THE INDEMNITEE'S FOR ANY SUCH CLAIMS BROUGHT BY THIRD PARTIES.

(e) All amounts due under this Section 12.03 shall be payable within ten (10) Business Days of written demand therefor attaching the relevant invoices and/or a certificate, in each case setting forth the basis for such demand in reasonable detail.

Section 12.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void), (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 12.04 or as required under Section 5.04(b), and (iii) no Lender may assign to the Borrower or any other Obligor or their respective Subsidiaries, or an Affiliate of the Borrower or any other Obligor or their respective Subsidiaries, or a Defaulting Lender or an Affiliate of a Defaulting Lender all or any portion of such Lender's rights and obligations under the Agreement or all or any portion of its Commitments or the Loans owing to it hereunder. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in Section 12.04(c)) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, each Issuing Bank and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in Section 12.04(b)(ii), any Lender may assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of:

(A) the Borrower, provided that no consent of the Borrower shall be required if such assignment is to a Lender or an Affiliate of a Lender, an Approved Fund or, if an Event of Default has occurred and is continuing, is to any other assignee, provided further that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within 5 Business Days after having received notice thereof; and

(B) the Administrative Agent, provided that no consent of the Administrative Agent shall be required for an assignment to an assignee that is a Lender or any Affiliate of a Lender or an Approved Fund, immediately prior to giving effect to such assignment.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $5,000,000 unless each of the Borrower and the Administrative Agent otherwise consent, provided that no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500;

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; and

(E) no assignment shall be made to a natural Person, or to any holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person.

(iii) Subject to Section 12.04(b)(ii) and the acceptance and recording thereof, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Section 5.01, Section 5.02, Section 5.03 and Section 12.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 12.04(c).

(iv) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Maximum Credit Amount of, and principal amount (and stated interest) of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive (absent manifest error), and the Borrower, the Administrative Agent, each Issuing Bank and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, any Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice. In connection with any changes to the Register, if necessary, the Administrative Agent will reflect the revisions on Annex I and forward a copy of such revised Annex I to the Borrower, each Issuing Bank and each Lender.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in this Section 12.04(b) and any written consent to such assignment required by this Section 12.04(b), the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this Section 12.04(b).

(c) (i) Any Lender may, without the consent of the Borrower, the Administrative Agent or any Issuing Bank, sell participations to one or more banks or other entities other than an Affiliate of the Borrower or any other Obligor (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent, each Issuing Bank and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that any such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 12.02(b) that affects such Participant. In addition such agreement must provide that the Participant be bound by the provisions of Section 12.11. Subject to Section 12.04(c)(ii), the Borrower agrees that each Participant shall be entitled to the benefits of Section 5.01, Section 5.02 and Section 5.03 (subject to the requirements and limitations therein, including the requirements under Section 5.03(e) (it being understood that the documentation required under Section 5.03(e) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 12.04(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 12.08 as though it were a Lender, provided such Participant agrees to be subject to Section 4.01(c) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(ii) A Participant shall not be entitled to receive any greater payment under Section 5.01 or Section 5.03 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent and such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 5.03 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 5.03(e) as though it were a Lender.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank having jurisdiction over such Lender, and this Section 12.04(d) shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

Section 12.05 Survival; Revival; Reinstatement.

(a) All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any other agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Section 5.01, Section 5.02, Section 5.03, Section 12.03 and ARTICLE XI shall survive and remain in full force and effect regardless of the consummation of the Transactions, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement, any other Loan Document or any provision hereof or thereof.

(b) To the extent that any payments on the Obligations or proceeds of any Collateral are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver or other Person under any bankruptcy law, common law or equitable cause, then to such extent, the Obligations so satisfied shall be revived and continue as if such payment or proceeds had not been received and the Administrative Agent's and the Lenders' Liens, security interests, rights, powers and remedies under this Agreement and each Loan Document shall continue in full force and effect. In such event, each Loan Document shall be automatically reinstated and the Borrower shall take such action as may be reasonably requested by the Administrative Agent and the Lenders to effect such reinstatement.

Section 12.06 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

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

(c) Except as provided in Section 6.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by fax, facsimile, as an attachment to an email or other similar electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 12.07 Severability. Any provision of this Agreement or any other Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof or thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 12.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations (of whatsoever kind, including, without limitation, obligations under Swap Agreements) at any time owing by such Lender or Affiliate to or for the credit or the account of the Obligors or the Restricted Subsidiaries against any of and all the obligations of the Obligors or the Restricted Subsidiaries owed to such Lender now or hereafter existing under this Agreement or any other Loan Document, irrespective of whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations may be unmatured. Each Lender or its Affiliate agrees to promptly notify the Borrower and the Administrative Agent after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of each Lender under this Section 12.08 are in addition to other rights and remedies (including other rights of setoff) which such Lender or its Affiliates may have.

Section 12.09 GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS.

(a) THIS AGREEMENT AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK EXCEPT TO THE EXTENT THAT UNITED STATES FEDERAL LAW PERMITS ANY LENDER TO CONTRACT FOR, CHARGE, RECEIVE, RESERVE OR TAKE INTEREST AT THE RATE ALLOWED BY THE LAWS OF THE STATE WHERE SUCH LENDER IS LOCATED.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THE LOAN DOCUMENTS SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS FOR ITSELF AND (TO THE EXTENT PERMITTED BY LAW) IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. THIS SUBMISSION TO JURISDICTION IS NON-EXCLUSIVE AND DOES NOT PRECLUDE A PARTY FROM OBTAINING JURISDICTION OVER ANOTHER PARTY IN ANY COURT OTHERWISE HAVING JURISDICTION.

(c) EACH PARTY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO IT AT THE ADDRESS SPECIFIED IN SECTION 12.01 OR SUCH OTHER ADDRESS AS IS SPECIFIED PURSUANT TO SECTION 12.01 (OR ITS ASSIGNMENT AND ASSUMPTION), SUCH SERVICE TO BECOME EFFECTIVE THIRTY (30) DAYS AFTER SUCH MAILING. NOTHING HEREIN SHALL AFFECT THE RIGHT OF A PARTY OR ANY HOLDER OF A NOTE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANOTHER PARTY IN ANY OTHER JURISDICTION.

(d) **EACH PARTY HEREBY (i) IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN; (ii) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; (iii) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OF COUNSEL FOR ANY PARTY HERETO HAS**

REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS, AND (iv) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 12.09.

Section 12.10 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 12.11 Confidentiality. Each Credit Party agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Related Parties' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority or self-regulatory body, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement or any other Loan Document, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 12.11, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any Swap Agreement relating to the Borrower and their obligations, (g) with the consent of the Borrower, (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 12.11 or (ii) becomes available to the Administrative Agent, any Issuing Bank or any Lender on a nonconfidential basis from a source other than the Borrower, (i) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender or (j) on a confidential basis to (i) any rating agency in connection with rating the Obligors or this Agreement or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers for this Agreement. In addition, the Administrative Agent and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar services providers to the lending industry and service providers to the Administrative Agent and the Lenders in connection with the administration of this Agreement and the other Loan Documents. For the purposes of this Section 12.11, "Information" means all information received from the Obligors or their respective Subsidiaries relating to the Obligors or their respective Subsidiaries and their businesses, other than any such information that is available to the Administrative Agent, any Issuing Bank or any Lender on a nonconfidential basis prior to disclosure by the Obligors or their respective Subsidiaries; provided that, in the case of information received from the Borrower, or any of its Subsidiaries after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required

to maintain the confidentiality of Information as provided in this Section 12.11 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each Lender acknowledges that information furnished to it pursuant to this Agreement or the other Loan Documents may include material non-public information concerning the Obligors and their respective Affiliates and Related Parties or their respective securities, and confirms that it has developed compliance procedures regarding the use of material non-public information and agrees that it will handle such material non-public information in accordance with those procedures and applicable law, including federal and state securities laws.

All information, including requests for waivers and amendments, furnished by the Obligors or the Administrative Agent pursuant to, or in the course of administering, this Agreement or the other Loan Documents will be syndicate-level information, which may contain material non-public information about the Obligors and their respective Affiliates and Related Parties or their respective securities. Accordingly, each Lender represents to the Borrower and the Administrative Agent that it has identified in its Administrative Questionnaire a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including federal and state securities laws.

Section 12.12 Interest Rate Limitation. It is the intention of the parties hereto that each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the Transactions would be usurious as to any Lender under laws applicable to it (including the laws of the United States of America and the State of New York or any other jurisdiction whose laws may be mandatorily applicable to such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in any of the Loan Documents or any agreement entered into in connection with or as security for the Loans, it is agreed as follows: (a) the aggregate of all consideration which constitutes interest under law applicable to any Lender that is contracted for, taken, reserved, charged or received by such Lender under any of the Loan Documents or agreements or otherwise in connection with the Loans shall under no circumstances exceed the maximum amount allowed by such applicable law, and any excess shall be canceled automatically and if theretofore paid shall be credited by such Lender on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Lender to the Borrower); and (b) in the event that the maturity of the Loans is accelerated by reason of an election of the holder thereof resulting from any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall be canceled automatically by such Lender as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Lender on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Lender to the Borrower). All sums paid or agreed to be paid to any Lender for the use, forbearance or

detention of sums due hereunder shall, to the extent permitted by law applicable to such Lender, be amortized, prorated, allocated and spread throughout the stated term of the Loans until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (i) the amount of interest payable to any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Lender pursuant to this Section 12.12 and (ii) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Lender would be less than the amount of interest payable to such Lender computed at the Highest Lawful Rate applicable to such Lender, then the amount of interest payable to such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Lender until the total amount of interest payable to such Lender shall equal the total amount of interest which would have been payable to such Lender if the total amount of interest had been computed without giving effect to this Section 12.12.

Section 12.13 EXCULPATION PROVISIONS. EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS; THAT IT HAS IN FACT READ THIS AGREEMENT AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS; AND HAS RECEIVED THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS; AND THAT IT RECOGNIZES THAT CERTAIN OF THE TERMS OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT “CONSPICUOUS.”

Section 12.14 Collateral Matters; Swap Agreements. The benefit of the Security Instruments and of the provisions of this Agreement relating to any collateral securing the Obligations shall also extend to and be available to each Secured Swap Party and each Secured Cash Management Provider on a pro rata basis in respect of any Secured Swap Obligations owed to such Secured Swap Party and any Secured Cash Management Obligations owed to such Secured Cash Management Provider. Except as set forth in Section 12.02(b), no Secured Swap Party or Secured Cash Management Provider shall have any voting rights under any Loan Document as a result of the existence of any Secured Swap Obligations or Secured Cash Management Obligations owed to it.

Section 12.15 No Third Party Beneficiaries. This Agreement, the other Loan Documents, and the agreement of the Lenders to make Loans and each Issuing Bank to issue, amend, renew or extend Letters of Credit hereunder are solely for the benefit of the Borrower, and no other Person (including, without limitation, any Subsidiary of the Borrower, any obligor, contractor, subcontractor, supplier or materialsman) shall have any rights, claims, remedies or privileges hereunder or under any other Loan Document against the Administrative Agent, any other agent, any Issuing Bank or any Lender for any reason whatsoever. There are no third party beneficiaries other than to the extent contemplated by the last sentence of Section 12.04(a).

Section 12.16 USA Patriot Act Notice. Each Lender hereby notifies the Borrower and other Obligors that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Obligors, which information includes the name, address and tax identification number of the Obligors and other information that will allow such Lender to identify the Obligors in accordance with the Patriot Act.

Section 12.17 No Fiduciary Duty. The Administrative Agent, each Lender and their Affiliates (collectively, solely for purposes of this paragraph, the "Lenders"), may have economic interests that conflict with those of the Borrower and the Guarantors, their respective stockholders and/or their affiliates. The Borrower agrees that nothing in the Loan Documents and nothing in connection with the transactions related thereto will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and the Borrower and any Guarantor, its stockholders or its affiliates, on the other. The Borrower acknowledges and agrees that (a) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lenders, on the one hand, and the Borrower on the other, and (b) in connection therewith and with the process leading thereto, (i) no Lender has assumed an advisory or fiduciary responsibility in favor of the Borrower or any Guarantor, its stockholders or its Affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise the Borrower or any Guarantor, its stockholders or its Affiliates on other matters) or any other obligation to the Borrower or any Guarantor except the obligations expressly set forth in the Loan Documents and (ii) each Lender is acting solely as principal and not as the agent or fiduciary of the Borrower or any Guarantor, its management, stockholders, creditors or any other Person. The Borrower acknowledges and agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. The Borrower agrees that it will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Borrower or any Guarantor, in connection with such transaction or the process leading thereto.

Section 12.18 Flood Insurance Provisions.

(a) Notwithstanding any provision in this Agreement or any other Loan Document to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Mortgaged Property" and no Building or Manufactured (Mobile) Home is hereby encumbered by this Agreement or any other Loan Document. As used herein, "Flood Insurance Regulations" means (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time and (iv) the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder and (v) the Biggert-Waters Flood Reform Act of 2012 and any regulations promulgated thereunder.

(b) The Administrative Agent has adopted internal policies and procedures that address requirements placed on federally regulated Lenders under the Flood Insurance Regulations. The Administrative Agent will post on the applicable electronic platform (or otherwise distribute to each Lender in the syndicate) documents that it receives in connection with the Flood Insurance Regulations. However, the Administrative Agent reminds each Lender and participant in the facility that, pursuant to the Flood Insurance Regulations, each federally regulated Lender (whether acting as a Lender or participant in the facility) is responsible for assuring its own compliance with the flood insurance requirements.

Section 12.19 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by: (a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and (b) the effects of any Bail-In Action on any such liability, including, if applicable: (i) a reduction in full or in part or cancellation of any such liability; (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or (iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

Section 12.20 Releases.

(a) Full Release. Upon the request of the Borrower, if (i) all Obligations under this Agreement and the other Loan Documents shall have been paid in full in cash (other than (A) indemnities and other contingent obligations not then due and payable and as to which no claim has been made as of the time of determination and (B) Secured Cash Management Obligations), (ii) all Letters of Credit shall have expired, terminated or other arrangements satisfactory to the Administrative Agent and the relevant Issuing Bank shall have been made, (iii) all Secured Swap Obligations shall have been paid in full or other arrangements satisfactory to the Administrative Agent and the Secured Swap Parties shall have been made, (iv)

commitments of the Lenders under the Loan Documents shall have been terminated and (v) this Agreement and the other Loan Documents shall have been terminated (other than those provisions that by their terms survive termination), the Administrative Agent at the request and sole expense of the Obligors shall execute and deliver or cause to be executed and delivered such instruments as may be necessary to evidence the release of the Liens and any guarantees granted pursuant to the Security Instruments.

(b) Partial Release. If (i) any of the Collateral shall be sold, transferred, conveyed or otherwise disposed of by the Borrower or any Subsidiary Guarantor in a transaction permitted by this Agreement (other than any sale, transfer, conveyance, transfer of other disposition to the Borrower or another Subsidiary Guarantor) or (ii) the release of such Lien is approved, authorized or ratified in writing by the Majority Lenders (or such other percentage of the Lenders and Secured Swap Parties whose consent may be required in accordance with Section 12.02(b)), then upon written request delivered to the Administrative Agent, the Administrative Agent, at the sole expense of the Borrower and the applicable Subsidiary Guarantor, shall promptly execute and deliver to the Borrower or such Subsidiary Guarantor all releases, termination statements and/or other documents reasonably necessary or desirable to evidence the release of Liens on such Collateral created under the applicable Loan Documents; provided that the Borrower shall have delivered to the Administrative Agent a written request for release, termination statements and other documents identifying the Borrower or such Subsidiary Guarantor together with a certification by the Borrower stating (x) that such transaction is in compliance with this Agreement and the other Loan Documents, and (y) no Collateral other than the Collateral required to be released is being released. The Administrative Agent is authorized to release a Guarantor from its obligations under the Loan Documents (including, without limitation, any guarantee under the Guarantee and Collateral Agreement) and any Liens on the Property of such Guarantor granted pursuant to the Security Instruments in the event that (i) all the capital stock or other Equity Interests of such Guarantor are sold, transferred, conveyed, associated or otherwise disposed of in a transaction permitted by the Loan Documents, (ii) upon written request by the Borrower to the Administrative Agent, such Guarantor ceases to be a Material Subsidiary or (iii) such Guarantor is designated as an Unrestricted Subsidiary. In such event, the Administrative Agent, at the sole expense of the Borrower and the applicable Guarantor, shall promptly execute and deliver to the Borrower or such Guarantor all releases, termination statements and/or other documents reasonably necessary or desirable to evidence such release; provided that the Borrower shall have delivered to the Administrative Agent a written request for release identifying the relevant Guarantor together with a certification by the Borrower stating (x) that such transaction is in compliance with this Agreement and the other Loan Documents, and (y) no Guarantor or Collateral other than the Guarantor or Collateral required to be released is being released.

[Remainder of Page Intentionally Left Blank—Signature Pages Follow]

BORROWER: **LINN ENERGY HOLDCO II LLC**

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

PARENT GUARANTOR: **LINN ENERGY HOLDCO LLC**

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

PARENT GUARANTOR: **LINN ENERGY, INC.**

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

ADMINISTRATIVE AGENT:

ROYAL BANK OF CANADA, as Administrative Agent

By: /s/ Rodica Dutka
Name: Rodica Dutka
Title: Manager, Agency Services Group

ISSUING BANK AND LENDER:

ROYAL BANK OF CANADA, as Issuing Bank and a Lender

By: /s/ Don J. McKinnerney
Name: Don J. McKinnerney
Title: Authorized Signatory

SYNDICATION AGENT AND LENDER:

CITIBANK, N.A., as Syndication Agent and a Lender

By: /s/ Phil Ballard
Name: Phil Ballard
Title: Vice President

CO-DOCUMENTATION AGENTS AND LENDERS:

BARCLAYS BANK PLC, as Co-Documentation Agent and a Lender

By: /s/ Christopher M. Aitkin
Name: Christopher M. Aitkin
Title: Assistant Vice President

JPMORGAN CHASE BANK, N.A., as Co-Documentation Agent and a Lender

By: /s/ Anson Williams
Name: Anson Williams
Title: Authorized Officer

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

PNC BANK NATIONAL ASSOCIATION, as
Co-Documentation Agent and a Lender

By: /s/ Denise S. Davis
Name: Denise S. Davis
Title: Vice President

LENDERS:

ABN AMRO CAPITAL USA LLC, as a Lender

By: /s/ Darrell Holley
Name: Darrell Holley
Title: Managing Director

By: /s/ David Montgomery
Name: David Montgomery
Title: Managing Director

CADENCE BANK, N.A., as a Lender

By: /s/ Eric Broussard
Name: Eric Broussard
Title: Executive Vice President

SIGNATURE PAGE
TO CREDIT AGREEMENT

CAPITAL ONE, NATIONAL ASSOCIATION, as a Lender

By: /s/ Nancy Mak
Name: Nancy Mak
Title: Sr. Vice President

CATHAY BANK, as a Lender

By: /s/ Dale T. Wilson
Name: Dale T. Wilson
Title: Senior Vice President

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Lender

By: /s/ Richard Antl
Name: Richard Antl
Title: Authorized Signatory

By: /s/ Trudy Nelson
Name: Trudy Nelson
Title: Authorized Signatory

COMERICA BANK, as a Lender

By: /s/ William B. Robinson
Name: William B. Robinson
Title: Senior Vice President

DEUTSCHE BANK AG NEW YORK BRANCH, as a Lender

By: /s/ Dusan Lazarov
Name: Dusan Lazarov
Title: Director

By: /s/ Marcus Tarkington
Name: Marcus Tarkington
Title: Director

DNB CAPITAL LLC, as a Lender

By: /s/ Byron Cooley
Name: Byron Cooley
Title: Senior Vice President

By: /s/ James Grubb
Name: James Grubb
Title: Vice President

FIFTH THIRD BANK, as a Lender

By: /s/ Justin Bellamy
Name: Justin Bellamy
Title: Director

KEYBANK NATIONAL ASSOCIATION, as a Lender

By: /s/ George E. McKean
Name: George E. McKean
Title: Senior Vice President

SIGNATURE PAGE
TO CREDIT AGREEMENT

SOCIETE GENERALE, as a Lender

By: /s/ Max Sonnonstine
Name: Max Sonnonstine
Title: Director

SUNTRUST BANK, as a Lender

By: /s/ John Kovarik
Name: John Kovarik
Title: Director

BP ENERGY COMPANY, as a Lender

By: /s/ Timothy Yee
Name: Timothy Yee
Title: Attorney-in-Fact

CARGILL, INCORPORATED, as a Lender

By: /s/ Tyler R. Smith
Name: Tyler R. Smith
Title: Authorized Signer

MACQUARIE BANK LIMITED, as a Lender

By: /s/ Ian Steddon
Name: Ian Steddon
Title: Division Director

By: /s/ Thomas Morgan
Name: Thomas Morgan
Title: Associate Director

NEXTERA ENERGY MARKETING, LLC, as a Lender

By: /s/ Lawrence Silverstein
Name: Lawrence Silverstein
Title: Senior Vice President and Managing Director

Exhibit 10.20
Execution Version

FIRST AMENDMENT TO CREDIT AGREEMENT

This FIRST AMENDMENT TO CREDIT AGREEMENT (this "Amendment") dated as of September 29, 2017, is among LINN ENERGY HOLDCO II LLC, a Delaware limited liability company (the "Borrower"); LINN ENERGY HOLDCO LLC, a Delaware limited liability company (the "Parent"); LINN ENERGY, INC., a Delaware corporation ("Holdings"); each of the undersigned guarantors (the "Guarantors", and together with the Borrower, the Parent and Holdings, the "Obligors"); ROYAL BANK OF CANADA, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and as the Issuing Bank; and the Lenders signatory hereto.

R E C I T A L S

A. The Borrower, the Parent, Holdings, the Administrative Agent and the Lenders are parties to that certain Credit Agreement dated as of August 4, 2017 (the "Credit Agreement"), pursuant to which the Lenders have made certain credit available to and on behalf of the Borrower.

B. The Borrower and the other Obligors are parties to that certain Guarantee and Collateral Agreement dated as of August 4, 2017 made by each of the Grantors (as defined therein) in favor of the Administrative Agent.

C. The Borrower, the Parent, Holdings, the Administrative Agent and the Lenders have agreed to amend certain provisions of the Credit Agreement as more fully set forth herein.

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

Section 1. Defined Terms. Each capitalized term which is defined in the Credit Agreement, but which is not defined in this Amendment, shall have the meaning ascribed such term in the Credit Agreement. Unless otherwise indicated, all section, exhibit and schedule references in this Amendment refer to sections, exhibits or schedules of the Credit Agreement.

Section 2. Amendments to Credit Agreement.

2.1 Amendments to Section 1.02.

(a) Each of the following definitions is hereby amended and restated in its entirety to read as follows:

"Agreement" means this Credit Agreement, as amended by the First Amendment, as the same may from time to time be further amended, restated, amended and restated, supplemented or otherwise modified.

"LC Commitment" at any time means $50,000,000.

(b) The following definitions are hereby added where alphabetically appropriate to read as follows:

"First Amendment" means that certain First Amendment to Credit Agreement, dated as of September 29, 2017, among the Borrower, the Parent, Holdings, the other Guarantors, the Administrative Agent and the Lenders party thereto.

"First Amendment Effective Date" has the meaning assigned to such term in the First Amendment.

"Wells Fargo Default Interest LC" means the Letter of Credit issued on the First Amendment Effective Date for the benefit of Wells Fargo Bank, National Association, in an amount equal to $31,846,413.75, for the purpose of securing potential obligations of the Borrower pursuant to that certain Stipulation and Agreed Order Regarding Default Interest Litigation with Respect to Linn Energy, LLC entered by the United States Bankruptcy Court for the Southern District of Texas on August 4, 2017.

(c) The second-to-last sentence of the definition of "Debt" is hereby amended and restated in its entirety to read as follows: "Notwithstanding anything herein to the contrary, any obligations of the Borrower or any Guarantor with respect to (i) any obligations under the Existing Credit Agreement secured by the Wells Fargo Default Interest LC and (ii) the Existing Letters of Credit shall not constitute Debt."

(d) Clause (k) of the definition of "Excepted Liens" is hereby amended and restated in its entirety to read as follows: "(k) Liens on any cash deposited with Paul Hastings LLP pursuant to Section 6.01(c);".

(e) Clause (h) of the definition of "Excluded Accounts" is hereby amended and restated in its entirety to read as follows: "(h) accounts consisting of purchase price deposits held in escrow by or on behalf of the Borrower or any Subsidiary pursuant to a binding and enforceable purchase and sale agreement with an unaffiliated third party containing customary provisions regarding the payment and refunding of such deposits,".

(f) The definition of "Excluded Accounts" is hereby further amended by inserting the following sentence at the end of such definition: "Notwithstanding anything to the contrary in this definition or in Section 7.25, in no event shall an Excluded Account described in clause (h) hereof be required to be listed as an "Excluded Account" on Schedule 7.25.".

(g) The definition of "Wells Fargo Escrow Account" is hereby deleted in its entirety.

2.2 Amendment to Section 2.07(f). The last sentence of Section 2.07(f) is hereby amended and restated in its entirety to read as follows: "Notwithstanding the foregoing, from the period commencing on the First Amendment Effective Date through December 31, 2017, the Liquidation of any Swap Agreements covering up to 30 MMcf per day of calendar year 2017 gas production shall not constitute a Liquidation of a Swap Agreement solely for the purposes of this Section 2.07(f)."

2.3 Amendment to Section 7.05. Section 7.05 is hereby amended by replacing the phrase "amounts on deposit in the Wells Fargo Escrow Account" with the phrase "the Wells Fargo Default Interest LC".

2.4 Amendment to Section 8.16. Section 8.16 is hereby amended by deleting the last sentence therein in its entirety.

2.5 Amendments to Schedule 6.03.

(a) Section 3 of Schedule 6.03 is hereby amended and restated in its entirety to read as follows: "3. [Reserved.]".

(b) Exhibit 1 to Schedule 6.03 is hereby deleted in its entirety.

2.6 Amendment to Schedule 7.25. Schedule 7.25 is hereby amended and restated in its entirety to read as set forth on Schedule 7.25 attached hereto.

Section 3. Conditions Precedent. This Amendment shall become effective on the date (such date, the "First Amendment Effective Date") when each of the following conditions is satisfied (or waived in accordance with Section 12.02 of the Credit Agreement):

3.1 First Amendment. The Administrative Agent shall have received from the Borrower, each other Obligor, the Majority Lenders and the Issuing Bank counterparts (in such number as may be requested by the Administrative Agent) of this Amendment signed on behalf of such Persons.

3.2 No Default. No Default or Event of Default shall have occurred and be continuing as of the First Amendment Effective Date.

3.3 Wells Fargo Default Interest LC. The Issuing Bank shall have issued the Wells Fargo Default Interest LC (or shall issue the Wells Fargo Default Interest LC substantially concurrently with the First Amendment Effective Date).

3.4 Wells Fargo Escrow Account. The Wells Fargo Escrow Account (as defined in the Credit Agreement prior to giving effect to this Amendment) shall have been closed (or shall be closed substantially concurrently with the First Amendment Effective Date), and all proceeds therein shall be deposited in a Deposit Account specified on Schedule 7.25 that is subject to an Account Control Agreement.

3.5 Payment of Outstanding Invoices. The Administrative Agent shall have received payment by the Borrower of all fees and other amounts due and payable on or prior to the First Amendment Effective Date, including, to the extent invoiced, reimbursement or payment of all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower (including, but not limited to the reasonable fees of Paul Hastings LLP), in each case pursuant to the Credit Agreement.

The Administrative Agent is hereby authorized and directed to declare this Amendment to be effective and to declare the occurrence of the First Amendment Effective Date when it has received documents confirming compliance with the conditions set forth in this Section 3 or the waiver of such conditions in accordance with Section 12.02 of the Credit Agreement. Such declaration shall be final, conclusive and binding upon all parties to the Credit Agreement for all purposes. For purposes of determining compliance with the conditions specified in this Section 3, each Lender that has signed this Amendment shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to such Lender, unless the Administrative Agent shall have received written notice from such Lender prior to the First Amendment Effective Date specifying its objection thereto.

Section 4. Miscellaneous.

4.1 Confirmation. The provisions of the Credit Agreement (as amended by this Amendment) shall remain in full force and effect in accordance with its terms following the effectiveness of this Amendment.

4.2 Ratification and Affirmation; Representations and Warranties. Each Obligor hereby: (a) acknowledges the terms of this Amendment; (b) ratifies and affirms its obligations, and acknowledges, renews and extends its continued liability, under each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, as amended hereby (subject to subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law); (c) agrees that from and after the First Amendment Effective Date, each reference to the Credit Agreement in the Loan Documents shall be deemed to be a reference to the Credit Agreement, as amended by this Amendment; and (d) represents and warrants to the Lenders that as of the date hereof, after giving effect to the terms of this Amendment: (i) the representations and warranties set forth in each Loan Document are true and correct in all material respects (except for those which have a materiality qualifier, which shall be true and correct in all respects as so qualified), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall continue to be true and correct in all material respects (except for those which have a materiality qualifier, which shall be true and correct in all respects as so qualified) as of such specified earlier date and (ii) no Default has occurred and is continuing.

4.3 Counterparts. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by fax, as an attachment to an email or other similar electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

4.4 **NO ORAL AGREEMENT. THIS AMENDMENT, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS EXECUTED IN CONNECTION HEREWITH AND THEREWITH REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES HERETO AND THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

4.5 GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4.6 Payment of Expenses. In accordance with Section 12.03(a) of the Credit Agreement, the Borrower agrees to pay or reimburse the Administrative Agent for its reasonable and documented out-of-pocket expenses incurred in connection with this Amendment, any other documents prepared in connection herewith and the transactions contemplated hereby, including, without limitation, the reasonable and documented fees, charges and disbursements of counsel to each of the Administrative Agent.

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

4.8 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties to the Credit Agreement and their respective successors and assigns permitted thereby.

4.9 Loan Document. This Amendment is a “Loan Document” as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

[Signatures begin next page.]

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

BORROWER: **LINN ENERGY HOLDCO II LLC**

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

PARENT: **LINN ENERGY HOLDCO LLC**

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

HOLDINGS: **LINN ENERGY, INC.**

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

GUARANTORS: **LINN ENERGY HOLDINGS, LLC**

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

LINN OPERATING, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

LINN MIDWEST ENERGY LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

BLUE MOUNTAIN MIDSTREAM LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

LINN MARKETING, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

ADMINISTRATIVE AGENT:

ROYAL BANK OF CANADA, as Administrative Agent

By: /s/ Rodica Dutka
Name: Rodica Dutka
Title: Manager, Agency Services Group

ISSUING BANK AND LENDER:

ROYAL BANK OF CANADA, as Issuing Bank and a Lender

By: /s/ Emilee Scott
Name: Emilee Scott
Title: Authorized Signatory

LENDERS:

CITIBANK, N.A., as a Lender

By: /s/ Saqeeb Ludhi
Name: Saqeeb Ludhi
Title: Senior Vice President

BARCLAYS BANK PLC, as a Lender

By: /s/ Christopher M. Aitkin
Name: Christopher M. Aitkin
Title: Assistant Vice President

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Anson Williams
Name: Anson Williams
Title: Authorized Signatory

SIGNATURE PAGE
FIRST AMENDMENT TO CREDIT AGREEMENT

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Pat Layton
Name: Pat Layton
Title: Authorized Signatory

PNC BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Denise S. Davis
Name: Denise S. Davis
Title: Vice President

SIGNATURE PAGE
FIRST AMENDMENT TO CREDIT AGREEMENT

ABN AMRO CAPITAL USA LLC, as a Lender

By: /s/ Darrell Holley
Name: Darrell Holley

Title: Managing Director

By: /s/ Elizabeth Johnson
Name: Elizabeth Johnson
Title: Director

CADENCE BANK, N.A., as a Lender

By: /s/ Anthony Blanco
Name: Anthony Blanco
Title: Senior Vice President

SIGNATURE PAGE
FIRST AMENDMENT TO CREDIT AGREEMENT

CAPITAL ONE, NATIONAL ASSOCIATION, as a Lender

By: /s/ Mason McGurrin
Name: Mason McGurrin
Title: Managing Director

SIGNATURE PAGE
FIRST AMENDMENT TO CREDIT AGREEMENT

CATHAY BANK, as a Lender

By: /s/ Stephen V. Bacala II
Name: Stephen V. Bacala II
Title: Vice President

SIGNATURE PAGE
FIRST AMENDMENT TO CREDIT AGREEMENT

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Lender

By: /s/ Richard Antl
Name: Richard Antl
Title: Authorized Signatory

By: /s/ William M. Reid
Name: William M. Reid
Title: Authorized Signatory

SIGNATURE PAGE
FIRST AMENDMENT TO CREDIT AGREEMENT

COMERICA BANK, as a Lender

By: /s/ William B. Robinson
Name: William B. Robinson
Title: Senior Vice President

SIGNATURE PAGE
FIRST AMENDMENT TO CREDIT AGREEMENT

DEUTSCHE BANK AG NEW YORK BRANCH, as a Lender

By: /s/ Marcus Tarkington
Name: Marcus Tarkington
Title: Director

By: /s/ Anca Trifan
Name: Anca Trifan
Title: Managing Director

DNB CAPITAL LLC, as a Lender

By: /s/ Byron Cooley
Name: Byron Cooley
Title: Senior Vice President

By: /s/ James Grubb
Name: James Grubb
Title: Vice President

SIGNATURE PAGE
FIRST AMENDMENT TO CREDIT AGREEMENT

FIFTH THIRD BANK, as a Lender

By: /s/ Justin Bellamy
Name: Justin Bellamy
Title: Director

SIGNATURE PAGE
FIRST AMENDMENT TO CREDIT AGREEMENT

KEYBANK NATIONAL ASSOCIATION, as a Lender

By: /s/ George E. McKean
Name: George E. McKean
Title: Senior Vice President

SIGNATURE PAGE
FIRST AMENDMENT TO CREDIT AGREEMENT

SOCIETE GENERALE, as a Lender

By: /s/ Max Sonnonstine
Name: Max Sonnonstine
Title: Director

SIGNATURE PAGE
FIRST AMENDMENT TO CREDIT AGREEMENT

SUNTRUST BANK, as a Lender

By: /s/ Benjamin L. Brown
Name: Benjamin L. Brown
Title: Director

SIGNATURE PAGE
FIRST AMENDMENT TO CREDIT AGREEMENT

BP ENERGY COMPANY, as a Lender

By: /s/ Timothy Yee
Name: Timothy Yee
Title: Attorney-in-Fact

SIGNATURE PAGE
FIRST AMENDMENT TO CREDIT AGREEMENT

CARGILL, INCORPORATED, as a Lender

By: /s/ Tyler R. Smith
Name: Tyler R. Smith
Title: Authorized Signer

MACQUARIE BANK LIMITED, as a Lender

By: /s/ Philip Yates
Name: Philip Yates
Title: Division Director

By: /s/ Andrew Mitchell
Name: Andrew Mitchell
Title: Division Director

NEXTERA ENERGY MARKETING, LLC, as a Lender

By: /s/ Craig Shapiro
Name: Craig Shapiro
Title: Vice President and Managing Director

SIGNATURE PAGE
FIRST AMENDMENT TO CREDIT AGREEMENT

Deposit Accounts

Bank Name	Legal Name	Account No.	Type of Account
Comerica Bank	Linn Operating, LLC	XXXX0410	Lockbox
Comerica Bank	Linn Operating, LLC	XXXX1587	Lockbox
Comerica Bank	Linn Operating, LLC	XXXX1518	Lockbox
Comerica Bank	Linn Operating, LLC	XXXX1548	Lockbox
Comerica Bank	Linn Operating, LLC	XXXX1540	Lockbox
Comerica Bank	Linn Operating, LLC	XXXX1631	Lockbox
Comerica Bank	Linn Energy, Inc.	XXXX1150	Checking
Comerica Bank	Linn Energy Holdco LLC	XXXX1184	Checking
Comerica Bank	Linn Energy Holdco II LLC	XXXX3194	Checking
Comerica Bank	Linn Operating, LLC	XXXX9231	Master Zero Balance
Comerica Bank	Linn Energy Holdings, LLC	XXXX4372	Checking
Comerica Bank	Linn Operating, LLC	XXXX6624	Sub Zero Balance Account
PNC Bank	Linn Operating, LLC	XXXX2908	Money Market DDA
Cadence Bank, N.A.	Linn Operating, LLC	XXXX8159	Checking

Excluded Accounts

Bank Name	Legal Name	Account No.	Type of Account
Comerica Bank	Linn Operating, LLC	XXXX7057	Payroll
Comerica Bank	Linn Operating, LLC	XXXX1880	Trust Account for Environmental Protection Agency
Wells Fargo	Linn Energy, Inc.	XXXX4136	Trust Account
First Interstate Bank	Linn Operating, LLC	XXXX8532	State of Wyoming Suspense Account
Citi Bank	Linn Operating, LLC	XXXX0324	Employee Benefits
Comerica Bank	Linn Operating, LLC	XXXX2789	State of California Dept. Fish & Wildlife Standby Trust Account
Amegy Bank of Texas	Linn Energy, LLC	XXXX9639	General Unsecured Claims Account
Amegy Bank of Texas	Linn Energy, LLC	XXXX8078	General Unsecured (Convenience) Claims Account
Citi Bank	Linn Energy, Inc.	XXXX7473	Investment account - stock repurchases

Securities Accounts

Comerica Bank	Linn Operating, LLC	XXXX6151	Sweep Account

Schedule 7.25

Exhibit 10.21

SECOND AMENDMENT TO CREDIT AGREEMENT

This SECOND AMENDMENT TO CREDIT AGREEMENT (this "Amendment") dated as of April 30, 2018, is among LINN ENERGY HOLDCO II LLC, a Delaware limited liability company (the "Borrower"); LINN ENERGY HOLDCO LLC, a Delaware limited liability company (the "Parent"); LINN ENERGY, INC., a Delaware corporation ("Holdings"); each of the undersigned guarantors (the "Guarantors", and together with the Borrower, the Parent and Holdings, the "Obligors"); ROYAL BANK OF CANADA, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and as the Issuing Bank; and the Lenders signatory hereto.

RECITALS

A. The Borrower, the Parent, Holdings, the Administrative Agent and the Lenders are parties to that certain Credit Agreement dated as of August 4, 2017 (as amended by the First Amendment, the "Existing Credit Agreement"), pursuant to which the Lenders have made certain credit available to and on behalf of the Borrower.

B. The Borrower and the other Obligors are parties to that certain Guarantee and Collateral Agreement dated as of August 4, 2017 made by each of the Grantors (as defined therein) in favor of the Administrative Agent.

C. The Borrower, the Parent, Holdings, the Administrative Agent and the Lenders have agreed to amend certain provisions of the Existing Credit Agreement as more fully set forth herein.

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

Section 1. Defined Terms. Each capitalized term which is defined in the Existing Credit Agreement, but which is not defined in this Amendment, shall have the meaning ascribed to such term in the Existing Credit Agreement. Unless otherwise indicated, all section, exhibit and schedule references in this Amendment refer to sections, exhibits or schedules of the Existing Credit Agreement.

Section 2. Amendments to Existing Credit Agreement as of the Second Amendment Effective Date. Effective as of the Second Amendment Effective Date (as defined in Section 4 of this Amendment), the Existing Credit Agreement is hereby amended as follows:

2.1 Amendments to Section 1.02.

(a) Each of the following definitions is hereby amended and restated in its entirety to read as follows:

"Agreement" means this Credit Agreement, as amended by the First Amendment and the Second Amendment, as the same may from time to time be further amended, restated, amended and restated, supplemented or otherwise modified.

"Change in Control" means (a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), excluding the Permitted Holders, shall become the "beneficial owner" (as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act), directly or indirectly, of more than thirty-five percent (35%) of the then outstanding voting Equity Interests of Holdings, (b) Holdings shall cease to own and control 100% of the voting equity interests of the Parent, (c) (i) Holdings shall cease to directly own and control at least 90% of the economic Equity Interests of the Parent or (ii) in the event that all of the Equity Interests in the Parent held by the Obligors' directors, officers and employees through an aggregator entity are converted into Equity Interests in Holdings and such aggregator entity is then dissolved, Holdings shall cease to directly own and control 100% of the economic Equity Interests of the Parent, (d) the Parent shall cease to directly own and control 100% of the voting and economic Equity Interests of the Borrower; (e) the Borrower shall cease to own and control directly or indirectly 100% of the Equity Interests of any Subsidiary Guarantor, except for any directors' qualifying shares mandated by applicable law or pursuant to a transaction permitted by Section 9.10 or Section 9.11; (f) occupation of a majority of the seats (other than vacant seats) on the board of directors of Holdings by Persons who were neither (i) members of the board of directors of Holdings on the Effective Date, (ii) nominated, appointed nor approved by the board of directors of Holdings nor (iii) appointed by directors so nominated, appointed or approved or (g) any "change in control" (or other similar event, howsoever designated) shall occur under any agreement, document or instrument governing any Material Debt.

"Guarantor" means (a) Holdings; (b) the Parent; and (c) each Restricted Subsidiary that is a party to the Guarantee and Collateral Agreement as a "Guarantor" and "Grantor" (as such terms are defined in the Guarantee and Collateral Agreement) and guarantees the Obligations (including pursuant to Section 6.01 and Section 8.13(b)). On the Second Amendment Effective Date, the following Persons are Guarantors: Holdings, the Parent, Linn Operating, LLC, a Delaware limited liability company, Blue Mountain Midstream LLC, a Delaware limited liability company, Linn Energy Holdings, LLC, a Delaware limited liability company, Linn Marketing, LLC, a Delaware limited liability company, Linn Midwest Energy LLC, a Delaware limited liability company and Ultimate Holdings.

"Permian-TX Assets" means any Oil and Gas Properties located in the Permian Basin, primarily in Andrews, Crane, Crockett, Dawson, Ector, Garza, Glasscock, Hockley, Howard, Irion, Martin, Midland, Mitchell, Pecos, Schleicher, Shackelford, Stonewall, Val Verde, Upton, Ward, and Winkler County, Texas.

"Permitted Asset Sale Properties" means, individually or collectively as the context may require, the Scoop/Stack Assets, the Merge Assets, the Chisholm Midstream Assets, the South Texas Assets, the Permian-TX Assets, the Permian-NM Assets, the Williston Assets and the Drunkards Wash Assets.

(b) Clause (b) of the definition of "EBITDA" is hereby amended by adding a new clause (ix) immediately after the semicolon at the end of clause (viii) thereof and immediately prior to the word "minus" to read as follows: "(ix) documented and reasonable non-Affiliate third party fees, costs and expenses paid for attorneys, accountants, bankers and other advisors incurred in connection with (A) the Spinoff Part I Transactions and (B) the Restricted Payments of Equity Interests in Roan Resources, LLC permitted pursuant to Section 9.04(a)(vii);"

(c) The following definitions are hereby added where alphabetically appropriate to read as follows:

"Drunkards Wash Assets" means all Oil and Gas Properties located in Carbon and Emory Counties, Utah.

"MidCo" means a newly formed Delaware limited liability company, which on the Spinoff Part I Effective Date, shall own 100% of the voting Equity Interests of the Parent pursuant the Spinoff Part I Transactions and shall be joined as a Guarantor pursuant to Section 8.13 (and which, for the avoidance of doubt, on the Spinoff Part I Effective Date, shall not have incurred any Debt or Liens, except for the Obligations, the Liens securing the payment of the Obligations and Excepted Liens).

"New LINN" means a Delaware corporation formed by Holdings as part of the Spinoff Part I Transactions, and of which 100% of the voting and economic Equity Interests shall be initially held by Holdings. As part of the Spinoff Part I Transactions, New LINN shall form and hold 100% of the voting and economic Equity Interests in MidCo, and shall be joined as a Guarantor pursuant to Section 8.13 (and which, for the avoidance of doubt, on the Spinoff Part I Effective Date, shall not have incurred any Debt or Liens, except for the Obligations, the Liens securing the payment of the Obligations and Excepted Liens).

"Second Amendment" means that certain Second Amendment to Credit Agreement, dated as of April 30, 2018, among the Borrower, Holdings, the Parent, Ultimate Holdings, the other Guarantors, the Administrative Agent and the Lenders party thereto.

"Second Amendment Effective Date" has the meaning assigned to such term in the Second Amendment.

"Spinoff Part I Effective Date" has the meaning assigned to such term in the Second Amendment.

"Spinoff Part I Transactions" means, collectively, (a) the formation of (i) New LINN by Holdings and (ii) MidCo by New LINN; and (b) the merger of Holdings with and into MidCo, with MidCo surviving such merger, and with the holders of Equity Interests in Holdings receiving Equity Interests in New LINN on account of their respective Equity Interests in Holdings. Immediately after giving

effect to the Spinoff Part I Transactions, (A) the holders of Equity Interests in Holdings (prior to the merger of Holdings with and into MidCo) shall own 100% of New LINN, (B) MidCo shall be a direct Wholly-Owned Subsidiary of New LINN and (C) (1) MidCo shall directly own and control at least 90% of the economic Equity Interests of the Parent and 100% of the voting Equity Interests of the Parent or (2) in the event that all of the Equity Interests in the Parent held by the Obligors' directors, officers and employees through an aggregator entity are converted into Equity Interests in Holdings and such aggregator entity is then dissolved, MidCo shall directly own and control 100% of the economic and voting Equity Interests of the Parent.

"Ultimate Holdings" means Riviera Resources, LLC, a Delaware limited liability company.

2.2 Amendment to Section 7.09. Section 7.09 is hereby amended by amending and restating the last sentence therein with the following: "For U.S. federal income tax purposes, (i) the Borrower is treated as a disregarded entity, (ii) Parent is treated as a partnership or a disregarded entity wholly-owned by Holdings and (iii) Holdings is treated as a corporation.".

2.3 Amendment to Section 7.14. Section 7.14 is hereby amended by replacing the phrase "As of the date hereof" therein with the phrase "As of the Second Amendment Effective Date".

2.4 Amendment to Section 7.15. Section 7.15 is hereby amended by replacing the phrase "As of the date hereof" therein with the phrase "As of the Second Amendment Effective Date".

2.5 Amendment to Section 8.01(n). Section 8.01(n) is hereby amended and restated in its entirety to read as follows:

(n) Annual Budgets. Concurrently with any delivery of financial statements under Section 8.01(a), a detailed quarterly business plan and budget, reasonably satisfactory to the Administrative Agent, for the then-current fiscal year of Holdings and its Consolidated Restricted Subsidiaries on a consolidated basis, including forecasts prepared by management of the Borrower.

2.6 Amendment to Section 8.12. Section 8.12 is hereby amended by replacing each reference therein to "80%" with "75%".

2.7 Amendment to Section 9.05. Section 9.05 is hereby amended by adding a new clause (q) to read as follows:

(q) The formation by Holdings of New LINN and the formation by New LINN of MidCo, in each case as is reasonably necessary or desirable in order to effectuate the Spinoff Part I Transactions.

2.8 Amendment to Section 9.20. Section 9.20 is hereby amended and restated in its entirety to read as follows:

Notwithstanding anything to the contrary contained herein or in any other Loan Document, (a) the Parent shall not engage in any operating or business activities or other transactions other than its ownership of the Borrower and shall not directly hold Equity Interests of any subsidiary other than its ownership of the Borrower; (b) Holdings shall not engage in any operating or business activities or other transactions (other than the Spinoff Part I Transactions) other than its ownership of the Parent and New LINN and shall not directly hold Equity Interests of any subsidiary other than (i) its ownership of the Parent and (ii) its ownership of New LINN to the extent the formation of New LINN prior to the Spinoff Part I Effective Date is reasonably necessary or desirable in order to effectuate the Spinoff Part I Transactions; (c) upon its formation, New LINN shall not engage in any operating or business activities or other transactions (other than the Spinoff Part I Transactions) other than its ownership of MidCo and shall not directly hold Equity Interests of any subsidiary other than its ownership of MidCo and (d) upon its formation, MidCo shall not engage in any operating or business activities or other transactions (other than the Spinoff Part I Transactions) and shall not directly hold Equity Interests of any subsidiary; provided that the following shall be permitted activities of each of the Parent, Holdings, New LINN and MidCo, as applicable: (i) the maintenance of its legal existence (including the ability to incur fees, costs and expenses relating to such maintenance), (ii) the performance of its obligations with respect to the Loan Documents, (iii) payment of Taxes, (iv) conduct of financial audits as provided hereunder, (v) providing indemnification to officers, managers and directors, (vi) making Restricted Payments to holders of its Equity Interests to the extent permitted by Section 9.04, (vii) with respect to Holdings and the Parent, the issuance of Debt to the extent permitted by Sections 9.02(f), (g), (h) and (i), and (viii) any other activities incidental or reasonably related to the foregoing.

2.9 Amendment to Schedules. Schedule 7.14 is hereby amended and restated in its entirety to read as attached hereto as Schedule 7.14.

Section 3. Borrowing Base Increase. For the period from and including the Second Amendment Effective Date to but excluding the next Redetermination Date, the amount of the Borrowing Base shall be equal to $425,000,000. Notwithstanding the foregoing, the Borrowing Base may be subject to further adjustments from time to time to the extent required by Section 2.07(e), Section 2.07(f) or Section 8.12(c). For avoidance of doubt, this Borrowing Base increase shall constitute the March 2018 Redetermination.

Section 4. Conditions Precedent to Second Amendment Effective Date. Section 2 and Section 3 of this Amendment shall become effective on the date (such date, the "Second Amendment Effective Date") when each of the following conditions is satisfied (or waived in accordance with Section 12.02 of the Existing Credit Agreement):

4.1 Second Amendment. The Administrative Agent shall have received from the Borrower, each other Obligor, all of the Lenders and the Issuing Bank counterparts (in such number as may be requested by the Administrative Agent) of this Amendment signed on behalf of such Persons.

4.2 No Default. No Default or Event of Default shall have occurred and be continuing as of the Second Amendment Effective Date.

4.3 Payment of Outstanding Invoices. The Administrative Agent shall have received payment by the Borrower of all fees and other amounts due and payable on or prior to the Second Amendment Effective Date, including, to the extent invoiced prior to the Second Amendment Effective Date, reimbursement or payment of all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower (including, but not limited to the reasonable fees of Paul Hastings LLP), in each case pursuant to the Existing Credit Agreement.

4.4 Joinders. The Administrative Agent shall have received (a) from Ultimate Holdings counterparts (in such number as may be requested by the Administrative Agent), signed on behalf of Ultimate Holdings, of an assumption agreement pursuant to which Ultimate Holdings shall become a party to, and bound by, the Guarantee and Collateral Agreement and (b) from the Borrower counterparts (in such number as may be requested by the Administrative Agent), signed on behalf of the Borrower, of a supplement agreement pursuant to which Ultimate Holdings' Equity Interests shall be pledged pursuant the Guarantee and Collateral Agreement, each of which shall be in form and substance reasonably satisfactory to the Administrative Agent.

4.5 Liens. The Administrative Agent shall be reasonably satisfied that the Security Instruments create first priority, perfected Liens on all of the Property of Ultimate Holdings, and the Administrative Agent shall have received (a) certificates, if any, together with undated, blank stock powers for such certificates, representing all of the issued and outstanding certificated Equity Interests in Ultimate Holdings and (b) UCC financing statements for Ultimate Holdings to be filed in its state of organization.

4.6 Secretary Certificate. The Administrative Agent shall have received a certificate of a Secretary or Responsible Officer of Ultimate Holdings setting forth (i) resolutions of the board of directors or other managing body with respect to the authorization of Ultimate Holdings to execute and deliver the Loan Documents to which it is a party and to enter into the transactions contemplated in those documents, (ii) the individuals (A) who are authorized to sign the Loan Documents to which Ultimate Holdings is a party and (B) who will, until replaced by another individual duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection with this Agreement and the other Loan Documents to which it is a party, (iii) specimen signatures of such authorized individuals, and (iv) the articles or certificate of incorporation or formation and bylaws, operating agreement or partnership agreement, as applicable, of Ultimate Holdings, in each case, certified as being true and complete.

4.7 Good Standing. The Administrative Agent shall have received certificates of the appropriate State agencies with respect to the existence, qualification and good standing of Ultimate Holdings.

4.8 Mortgages. The Administrative Agent shall have received duly executed and notarized deeds of trust or mortgages or supplements to existing deeds of trust or mortgages in form reasonably satisfactory to the Administrative Agent, to the extent necessary so that the Mortgaged Properties represent at least 85% of the total value of the Oil and Gas Properties of the Borrower and the Restricted Subsidiaries evaluated in the most recently delivered Reserve Report.

The Administrative Agent is hereby authorized and directed to declare Section 2 and Section 3 of this Amendment to be effective and to declare the occurrence of the Second Amendment Effective Date when it has received documents confirming compliance with the conditions set forth in this Section 4 or the waiver of such conditions in accordance with Section 12.02 of the Existing Credit Agreement. Such declaration shall be final, conclusive and binding upon all parties to the Existing Credit Agreement for all purposes. For purposes of determining compliance with the conditions specified in this Section 4, each Lender that has signed this Amendment shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to such Lender, unless the Administrative Agent shall have received written notice from such Lender prior to the Second Amendment Effective Date specifying its objection thereto.

Section 5. Post-Closing Covenant. On or before the date that is 90 days following the Second Amendment Effective Date (or such later date as the Administrative Agent may agree in its reasonable discretion), the Borrower will deliver title information in form and substance reasonably acceptable to the Administrative Agent covering enough of the Oil and Gas Properties evaluated by the most recently delivered Reserve Report so that the Administrative Agent shall have received, together with title information previously delivered to the Administrative Agent, reasonably satisfactory title information on at least 75% of the total value of the proved Oil and Gas Properties evaluated by such Reserve Report.

Section 6. Amendments to Existing Credit Agreement as of the Spinoff Part I Effective Date. Effective as of the Spinoff Part I Effective Date (as defined in Section 8 of this Amendment), the Existing Credit Agreement, as amended by Section 2 of the Second Amendment (excluding all of the annexes, exhibits and schedules attached thereto), is hereby amended and restated in its entirety in the form attached hereto as Exhibit A (the Credit Agreement, as so amended and restated, including new Exhibit J attached thereto, the "Amended Credit Agreement").

Section 7. Consents and Releases Related to Spinoff Part I Transactions.

7.1 Effective as of the Spinoff Part I Effective Date, the Lenders hereby agree that (a) none of the Spinoff Part I Transactions shall constitute (i) a Restricted Payment in violation of Section 9.04(a), (ii) an Investment in violation of Section 9.05, (iii) a merger, consolidation, sale, disposition, or other transaction in violation of Section 9.10, (iv) a Disposition in violation of Section 9.11, or (v) a transaction with an Affiliate in violation of Section 9.13 and (b) the Change in Control that results on account of the Spinoff Part I Transactions is hereby waived in its entirety and is deemed not to have occurred.

7.2 Except as expressly waived herein, all covenants, obligations and agreements of the Borrower and each Guarantor contained in the Existing Credit Agreement (as amended hereby) and the other Loan Documents shall remain in full force and effect in accordance with their terms. Without limitation of the foregoing, the foregoing waiver is hereby granted to the extent and only to the extent specifically stated herein and for no other purpose and shall not be deemed to (a) be a consent or agreement to, or waiver or modification of, or amendment to, any other term or condition of the Existing Credit Agreement (as amended hereby), any other Loan Document or

any of the documents referred to therein, (b) except as expressly set forth herein, prejudice any right or rights which the Administrative Agent or the Lenders may now have or may have in the future under or in connection with the Existing Credit Agreement (as amended hereby), any other Loan Document or any of the documents referred to therein, or (c) constitute any course of dealing or other basis for altering any obligation of the Borrower or any right, privilege or remedy of the Administrative Agent or the Lenders under the Existing Credit Agreement (as amended hereby), the other Loan Documents, or any other contract or instrument. Granting the waiver set forth herein does not and should not be construed to be an assurance or promise that consents or waivers will be granted in the future, whether for the matters herein stated or on other unrelated matters.

Section 8. Conditions Precedent to Spinoff Part I Effective Date. Section 6 and Section 7 of this Amendment shall become effective on the date (such date, the "Spinoff Part I Effective Date") when each of the following conditions is satisfied (or waived in accordance with Section 12.02 of the Existing Credit Agreement):

8.1 No Default. No Default or Event of Default shall have occurred and be continuing as of the Spinoff Part I Effective Date.

8.2 Payment of Outstanding Invoices. The Administrative Agent shall have received payment by the Borrower of all fees and other amounts due and payable on or prior to the Spinoff Part I Effective Date, including, to the extent invoiced prior to the anticipated Spinoff Part I Effective Date, reimbursement or payment of all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower (including, but not limited to the reasonable fees of Paul Hastings LLP), in each case pursuant to the Existing Credit Agreement.

8.3 Joinders. The Administrative Agent shall have received from each of New LINN and MidCo counterparts (in such number as may be requested by the Administrative Agent), signed on behalf of each of New LINN and MidCo, of the following, which shall be in form and substance reasonably satisfactory to the Administrative Agent: (a) a Credit Agreement Joinder (as defined in the Amended Credit Agreement) and (b) an amendment, joinder and/or assumption agreement pursuant to which each of New LINN and MidCo shall become a party to, and bound by, the Guarantee and Collateral Agreement.

8.4 Liens. The Administrative Agent shall be reasonably satisfied that the Security Instruments create first priority, perfected Liens on all of the Property of each of New LINN and MidCo, and the Administrative Agent shall have received (a) certificates, if any, together with undated, blank stock powers for such certificates, representing all of the issued and outstanding certificated Equity Interests in MidCo and the Parent pursuant to the Guarantee and Collateral Agreement and (b) UCC financing statements for each of New LINN and MidCo to be filed in its state of organization.

8.5 Supplement to Schedules. The Administrative Agent shall have received supplements to Schedule 7.14 and Schedule 7.25 of the Amended Credit Agreement, in each case pertaining to New LINN and MidCo.

8.6 Secretary Certificate. The Administrative Agent shall have received a certificate of a Secretary or Responsible Officer of each of New LINN and MidCo setting forth (i) resolutions of the board of directors or other managing body with respect to the authorization of New LINN and MidCo to execute and deliver the Loan Documents to which it is a party and to enter into the transactions contemplated in those documents, (ii) the individuals (A) who are authorized to sign the Loan Documents to which either New LINN or MidCo is a party and (B) who will, until replaced by another individual duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection with this Agreement and the other Loan Documents to which it is a party, (iii) specimen signatures of such authorized individuals, and (iv) the articles or certificate of incorporation or formation and bylaws, operating agreement or partnership agreement, as applicable, of New LINN and MidCo, in each case, certified as being true and complete.

8.7 Good Standing. The Administrative Agent shall have received certificates of the appropriate State agencies with respect to the existence, qualification and good standing of each of New LINN and MidCo.

8.8 Legal Opinion. The Administrative Agent shall have received an opinion of Kirkland & Ellis, LLP, special counsel to the Borrower, in form and substance reasonably satisfactory to the Administrative Agent, as to such matters as the Administrative Agent may reasonably request.

8.9 Spinoff Effective Date Certificate. The Administrative Agent shall have received a certificate of a Responsible Officer certifying (a) that attached thereto is a true and complete copy of each material transaction agreement relating to the Spinoff Part I Transactions (collectively, the "Spinoff Part I Documents"), (b) that the Spinoff Part I Transactions have been consummated (or will be consummated substantially simultaneously with the Spinoff Part I Effective Date) pursuant to the terms of the Spinoff Part I Documents, (c) that no cash payments or other Dispositions have been made as part of the Spinoff Part I Transactions, other than the formation of New LINN and MidCo and the merger of Holdings with and into MidCo, with MidCo surviving such merger; and (d) that each of the representations and warranties of the Borrower and the Guarantors (including New LINN and MidCo) set forth in the Amended Credit Agreement and in the other Loan Documents are true and correct in all material respects (except for those which have a materiality qualifier, which shall be true and correct in all respects as so qualified) on and as of the Spinoff Part I Effective Date, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall continue to be true and correct in all material respects (except for those which have a materiality qualifier, which shall be true and correct in all respects as so qualified) as of such specified earlier date.

8.10 KYC. The Administrative Agent and the Lenders shall have received, and be reasonably satisfied in form and substance with, all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including but not restricted to the Patriot Act, that has been requested by the Administrative Agent in writing at least five (5) business days prior to the anticipated Spinoff Part I Effective Date.

The Administrative Agent is hereby authorized and directed to declare Section 6 and Section 7 of this Amendment to be effective and to declare the occurrence of the Spinoff Effective Part I Date when it has received documents confirming compliance with the conditions set forth in this Section 8 or the waiver of such conditions in accordance with Section 12.02 of the Existing Credit Agreement. Such declaration shall be final, conclusive and binding upon all parties to the Existing Credit Agreement for all purposes. For purposes of determining compliance with the conditions specified in this Section 8, each Lender that has signed this Amendment shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to such Lender, unless the Administrative Agent shall have received written notice from such Lender prior to the Spinoff Part I Effective Date specifying its objection thereto.

Section 9. Miscellaneous.

9.1 Confirmation. The provisions of the Existing Credit Agreement (as amended by this Amendment) shall remain in full force and effect in accordance with its terms following the effectiveness of this Amendment.

9.2 Ratification and Affirmation; Representations and Warranties. Each Obligor hereby: (a) acknowledges the terms of this Amendment; (b) ratifies and affirms its obligations, and acknowledges, renews and extends its continued liability, under each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, as amended hereby (subject to subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law); (c) agrees that from and after the Second Amendment Effective Date, each reference to the Existing Credit Agreement in the Loan Documents shall be deemed to be a reference to the Existing Credit Agreement, as amended by this Amendment; and (d) represents and warrants to the Lenders that as of the date hereof, after giving effect to the terms of this Amendment: (i) the representations and warranties set forth in each Loan Document are true and correct in all material respects (except for those which have a materiality qualifier, which shall be true and correct in all respects as so qualified), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall continue to be true and correct in all material respects (except for those which have a materiality qualifier, which shall be true and correct in all respects as so qualified) as of such specified earlier date and (ii) no Default has occurred and is continuing.

9.3 Counterparts. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by fax, as an attachment to an email or other similar electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

9.4 **NO ORAL AGREEMENT. THIS AMENDMENT, THE EXISTING CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS EXECUTED IN CONNECTION HEREWITH AND THEREWITH REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES HERETO AND THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

9.5 GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

9.6 Payment of Expenses. In accordance with Section 12.03(a) of the Existing Credit Agreement, the Borrower agrees to pay or reimburse the Administrative Agent for its reasonable and documented out-of-pocket expenses incurred in connection with this Amendment, any other documents prepared in connection herewith and the transactions contemplated hereby, including, without limitation, the reasonable and documented fees, charges and disbursements of counsel to each of the Administrative Agent.

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

9.8 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties to the Existing Credit Agreement and their respective successors and assigns permitted thereby.

9.9 Loan Document. This Amendment is a “Loan Document” as defined and described in the Existing Credit Agreement and all of the terms and provisions of the Existing Credit Agreement relating to Loan Documents shall apply hereto.

[Signatures begin next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed effective as of the date first written above.

BORROWER: **LINN ENERGY HOLDCO II LLC**

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

PARENT: **LINN ENERGY HOLDCO LLC**

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

HOLDINGS: **LINN ENERGY, INC.**

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

GUARANTORS: **LINN ENERGY HOLDINGS, LLC**

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

LINN OPERATING, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

LINN MIDWEST ENERGY LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

BLUE MOUNTAIN MIDSTREAM LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

LINN MARKETING, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

RIVIERA RESOURCES, LLC

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

ADMINISTRATIVE AGENT:

ROYAL BANK OF CANADA, as Administrative Agent

By: /s/ Susan Khokher
Name: Susan Khokher
Title: Manager, Agency

ISSUING BANK AND LENDER:

ROYAL BANK OF CANADA, as Issuing Bank and a Lender

By: /s/ Emilee Scott
Name: Emilee Scott
Title: Authorized Signatory

LENDERS:

CITIBANK, N.A., as a Lender

By: /s/ Tariq Masaud
Name: Tariq Masaud
Title: Vice President

BARCLAYS BANK PLC, as a Lender

By: /s/ Sydney G. Dennis
Name: Sydney G. Dennis
Title: Director

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Anson Williams
Name: Anson Williams
Title: Authorized Officer

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

PNC BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ John Engel
Name: John Engel
Title: Vice President

ABN AMRO CAPITAL USA LLC, as a Lender

By: /s/ Darrell Holley
Name: Darrell Holley
Title: Managing Director

By: /s/ Beth Johnson
Name: Beth Johnson
Title: Executive Director

CADENCE BANK, N.A., as a Lender

By: /s/ Anthony Blanco
Name: Anthony Blanco
Title: SVP

CAPITAL ONE, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Nancy Mak
Name: Nancy Mak
Title: Sr. Vice President

CATHAY BANK, as a Lender

By: /s/ Stephen V Bacala II
Name: Stephen V Bacala II
Title: Vice President

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Lender

By: /s/ Robert Long
Name: Robert Long
Title: Authorized Signatory

By: /s/ Trudy Nelson
Name: Trudy Nelson
Title: Authorized Signatory

COMERICA BANK, as a Lender

By: /s/ William B. Robinson
Name: William B. Robinson
Title: Senior Vice President

DEUTSCHE BANK AG NEW YORK BRANCH, as a Lender

By: /s/ Alicia Schug
Name: Alicia Schug
Title: Vice President

By: /s/ Maria Guinchard
Name: Maria Guinchard
Title: Vice President

DNB CAPITAL LLC, as a Lender

By: /s/ Bryon Cooley
Name: Bryon Cooley
Title: Senior Vice President

By: /s/ James Grubb
Name: James Grubb
Title: Vice President

FIFTH THIRD BANK, as a Lender

By: /s/ Justin Bellamy
Name: Justin Bellamy
Title: Director

KEYBANK NATIONAL ASSOCIATION, as a Lender

By: /s/ David M. Bornstein
Name: David M. Bornstein
Title: Senior Vice President

SOCIETE GENERALE, as a Lender

By: /s/ Max Sonnonstine
Name: Max Sonnonstine
Title: Director

SUNTRUST BANK, as a Lender

By: /s/ Benjamin L. Brown
Name: Benjamin L. Brown
Title: Director

BP ENERGY COMPANY, as a Lender

By: /s/ Timothy Yee
Name: Timothy Yee
Title: Attorney-in-Fact

CARGILL, INCORPORATED, as a Lender

By: /s/ Tyler Smith
Name: Tyler Smith
Title: Authorized Signer

MACQUARIE BANK LIMITED, as a Lender

By: /s/ Malcolm Eddington
Name: Malcolm Eddington
Title: Division Director

By: /s/ Paul Weston
Name: Paul Weston
Title: Associate Director

(POA Ref #2468 dated 7 June 2017 expiring 31 March 2019, signed in London)

NEXTERA ENERGY MARKETING, LLC, as a Lender

By: /s/ Lawrence Silverstein
Name: Lawrence Silverstein
Title: Senior Vice President and Managing Director, Nextera Energy Marketing, LLC

Schedule 7.14

Subsidiaries; Location of Businesses and Offices

Legal Name	Jurisdiction	Organizational ID Number	Tax ID Number	Place of Business / Chief Executive Office
Linn Energy, Inc.	Delaware	6316247	81-5366183	600 Travis Houston, TX 77002
Linn Energy Holdco LLC	Delaware	6287469	81-5365878	600 Travis Houston, TX 77002
Linn Energy Holdco II LLC	Delaware	6318215	81-5426475	600 Travis Houston, TX 77002
Linn Operating, LLC	Delaware	3696663	71-0983530	600 Travis Houston, TX 77002
Linn Energy Holdings, LLC	Delaware	3629608	75-3256517	600 Travis Houston, TX 77002
Linn Marketing, LLC	Delaware	6318212	81-5440528	600 Travis Houston, TX 77002
Blue Mountain Midstream LLC	Delaware	2261444	06-1319707	600 Travis Houston, TX 77002
Linn Midwest Energy LLC	Delaware	4391254	27-2621712	600 Travis Houston, TX 77002
Riviera Resources, LLC	Delaware	6828827	82-5121920	600 Travis Houston, TX 77002

EXHIBIT A

AMENDED CREDIT AGREEMENT (AS DEFINED IN THE SECOND AMENDMENT)

CREDIT AGREEMENT

DATED AS OF AUGUST 4, 2017,

AMONG

LINN ENERGY HOLDCO II LLC,
AS BORROWER,

LINN ENERGY HOLDCO LLC,
AS PARENT,

MIDCO (AS DEFINED HEREIN),

HOLDINGS (AS DEFINED HEREIN),

ROYAL BANK OF CANADA,
AS ADMINISTRATIVE AGENT,

CITIBANK, N.A.,
AS SYNDICATION AGENT,

BARCLAYS BANK PLC
JPMORGAN CHASE BANK, N.A.
MORGAN STANLEY SENIOR FUNDING, INC., AND
PNC BANK NATIONAL ASSOCIATION,
AS CO-DOCUMENTATION AGENTS

AND

THE LENDERS PARTY HERETO FROM TIME TO TIME

JOINT LEAD ARRANGERS AND JOINT BOOK RUNNERS

RBC CAPITAL MARKETS
CITIGROUP GLOBAL MARKETS, INC.

Table of Contents

ANNEXES, EXHIBITS AND SCHEDULES

THIS CREDIT AGREEMENT dated as of August 4, 2017, is among Linn Energy Holdco II LLC, a limited liability company duly formed and existing under the laws of the State of Delaware (the "Borrower"); Linn Energy Holdco LLC, a limited liability company duly formed and existing under the laws of the State of Delaware ("Parent"); Holdings (as defined below); MidCo (as defined below); each of the Lenders from time to time party hereto; Royal Bank of Canada (in its individual capacity, "RBC"), as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent"); Citibank, N.A., as syndication agent for the Lenders (the "Syndication Agent") and Barclays Bank PLC, JPMorgan Chase Bank, N.A., Morgan Stanley Senior Funding, Inc. and PNC Bank National Association, as co-documentation agents for the Lenders (collectively, the "Documentation Agents").

R E C I T A L S

A. The Borrower has requested that the Lenders provide certain loans to and extensions of credit on behalf of the Borrower.

B. The Lenders have agreed to make such loans and extensions of credit subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained herein and of the loans, extensions of credit and commitments hereinafter referred to, the parties hereto agree as follows:

ARTICLE I
Definitions and Accounting Matters

Section 1.01 Terms Defined Above. As used in this Agreement, each capitalized term defined above has the meaning indicated above.

Section 1.02 Certain Defined Terms. As used in this Agreement, the following capitalized and other terms have the meanings specified below:

"ABR", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"Account Control Agreement" shall mean, as to any Deposit Account or Securities Account of any Obligor, an agreement or agreements in form and substance reasonably acceptable to the Administrative Agent among such Obligor owning such Deposit Account or Securities Account, the Administrative Agent and, as applicable, the depositary bank, securities intermediary, securities broker or any other Person with respect thereto, which agreement or agreements result in perfected Liens in favor of the Administrative Agent for the benefit of the Lenders in such Deposit Account or Securities Account and grant to the Administrative Agent authority to preclude such Obligor from withdrawing funds, cash equivalents or securities from such account and authorize the Administrative Agent to direct the transfer of the cash, cash equivalents, securities and proceeds thereof contained in such Deposit Account or Securities Account to the Administrative Agent's collateral account (which authority the Administrative Agent will not exercise unless an Event of Default has occurred and is continuing).

"Accounting Changes" means changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Public Company Accounting Oversight Board, the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the Securities and Exchange Commission (or successors thereto, or agencies with similar functions).

"Adjusted LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

"Administrative Agent" has the meaning assigned to such term in the preamble.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Loans" has the meaning assigned to such term in Section 5.05.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. Solely for purposes of this definition, any Person that owns directly or indirectly 10% or more of the Equity Interests having ordinary voting power for the election of directors or other governing body of a Person will be deemed to "control" such other Person.

"Aggregate Maximum Credit Amounts" at any time shall equal the sum of the Maximum Credit Amounts, as the same may be reduced or terminated pursuant to Section 2.06. The initial Aggregate Maximum Credit Amounts of the Lenders is $500,000,000.

"Agreement" means this Credit Agreement, as amended by the First Amendment and the Second Amendment, as the same may from time to time be further amended, restated, amended and restated, supplemented or otherwise modified.

"Alternate Base Rate" means, for any day, a rate per annum equal to the highest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1%, and (c) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%; provided that, for the avoidance of doubt, the Adjusted LIBO Rate for any day shall be based on the rate appearing on the Reuters Screen LIBOR01 Page (or on any successor or substitute page of such service, or any successor to or substitute for such service, providing rate quotations comparable to those currently provided on such page of such service, as determined by the Administrative Agent from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market), rounded upwards, if necessary, to the next 1/100 of 1% at which dollar deposits with a one month maturity are offered at approximately 11:00 a.m., London time, on such day (or the immediately preceding Business Days if such day is not a Business Day). Any

change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate, respectively.

"AML Laws" means all laws, rules, and regulations of any jurisdiction applicable to any Lender, the Borrower, the Borrower's Subsidiaries or any other Obligor or its Subsidiaries from time to time concerning or relating to anti-money laundering.

"Anti-Corruption Laws" means all laws, rules, and regulations of the United States, the European Union, the United Kingdom, the United Nations, or any jurisdiction applicable to the Borrower, the Borrower's Subsidiaries or any other Obligor or its Subsidiaries from time to time concerning or relating to bribery or corruption.

"Applicable Margin" means, for any day, with respect to any ABR Loan or Eurodollar Loan, or with respect to the Commitment Fee Rate, as the case may be, the rate per annum set forth in the Borrowing Base Utilization Grid below based upon the Borrowing Base Utilization Percentage then in effect:

Borrowing Base Utilization Grid

Borrowing Base Utilization Percentage	*£25.0%*	*>25.0% £50.0%*	*>50.0% £75.0%*	*>75.0% £90.0%*	*>90.0%*
ABR Loans	1.50%	1.75%	2.00%	2.25%	2.50%
Eurodollar Loans	2.50%	2.75%	3.00%	3.25%	3.50%
Commitment Fee Rate	0.50%	0.50%	0.50%	0.50%	0.50%

Each change in the Applicable Margin shall apply during the period commencing on the effective date of such change in the Borrowing Base Utilization Percentage and ending on the date immediately preceding the effective date of the next such change, provided, that if at any time the Borrower fails to deliver a Reserve Report pursuant to Section 8.11(a), then until delivery of such Reserve Report, the "Applicable Margin" shall mean the rate per annum set forth on the grid when the Borrowing Base Utilization Percentage is at its highest level.

"Applicable Percentage" means, with respect to any Lender at any time, the percentage of the Aggregate Maximum Credit Amounts represented by such Lender's Maximum Credit Amount at such time; provided that, if the Commitments have terminated or expired, each Lender's Applicable Percentage shall be determined based upon the Commitments most recently in effect. The Applicable Percentages of the Lenders as of the Effective Date are set forth on Annex I.

"Approved Counterparty" means (a) any Lender or any Affiliate of a Lender and (b) any other Person whose long term senior unsecured debt rating is BBB/Baa2 by S&P or Moody's (or their equivalent) or higher at the time such Person enters into a Swap Agreement with the Obligors or the Restricted Subsidiaries.

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Approved Petroleum Engineers" means (a) Cawley, Gillespie & Associates, Inc., (b) Netherland, Sewell & Associates, Inc., (c) Ryder Scott Company Petroleum Consultants, L.P., (d) DeGolyer and MacNaughton and (e) any other independent petroleum engineers reasonably acceptable to the Administrative Agent.

"Arrangers" means RBC Capital Markets and Citigroup Global Markets, Inc., each in its capacity as joint lead arranger and joint book runner hereunder.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 12.04(b)), and accepted by the Administrative Agent, in the form of Exhibit D or any other form approved by the Administrative Agent.

"Availability Period" means the period from and including the Effective Date to but excluding the Termination Date.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"Bail-In Legislation" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"Bank Price Deck" means the Administrative Agent's "base case" forward curve for oil, natural gas and other Hydrocarbons as of the most recent Proposed Borrowing Base Notice.

"Bankruptcy Event" means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment; provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof; provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Blue Mountain" means Blue Mountain Midstream LLC, a Delaware limited liability company.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America or any successor Governmental Authority.

"Borrower" has the meaning assigned to such term in the preamble.

"Borrowing" means Loans of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

"Borrowing Base" means at any time an amount equal to the amount determined in accordance with Section 2.07, as the same may be adjusted from time to time pursuant to Section 2.07(e), Section 2.07(f) or Section 8.12(c).

"Borrowing Base Deficiency" occurs if at any time the total Revolving Credit Exposures exceed the Borrowing Base then in effect. The amount of any Borrowing Base Deficiency is the amount by which the total Revolving Credit Exposures exceeds the Borrowing Base then in effect.

"Borrowing Base Properties" means the Oil and Gas Properties of the Borrower and its Restricted Subsidiaries included in the most recently delivered Reserve Report hereunder, excluding the Permitted Asset Sale Properties.

"Borrowing Base Utilization Percentage" means, as of any day, the fraction expressed as a percentage, the numerator of which is the sum of the Revolving Credit Exposures of the Lenders on such day, and the denominator of which is the Borrowing Base in effect on such day.

"Borrowing Request" means a request by the Borrower for a Borrowing in accordance with Section 2.03 in substantially the form of Exhibit E.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City or Houston, Texas are authorized or required by law to remain closed; and if such day relates to a Borrowing or continuation of, a payment or prepayment of principal of or interest on, or a conversion of or into, or the Interest Period for, a Eurodollar Loan or a notice by the Borrower with respect to any such Borrowing or continuation, payment, prepayment, conversion or Interest Period, any day which is also a day on which banks are open for dealings in dollar deposits in the London interbank market.

"Cash Equivalents" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits, Eurodollar time deposits or overnight bank deposits having maturities of twelve (12) months or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States of any state thereof having combined capital and surplus of not less than $500,000,000; (c) commercial paper of an issuer rated at least A-1 by S&P or P-1 by Moody's, or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within 270 days from the date of acquisition; (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than thirty (30) days, with respect to securities issued or fully guaranteed or insured by the United States government; or (e) money market or other mutual funds substantially all of whose assets comprise securities of the type described in clauses (a) through (d) above.

"Capital Leases" means, in respect of any Person, all leases which shall have been, or should have been, in accordance with GAAP, recorded as capital leases on the balance sheet of the Person liable (whether contingent or otherwise) for the payment of rent thereunder.

"Cash Management Agreement" means any agreement to provide cash management services, including, but not limited to, treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management services.

"Cash Receipts" means all cash received by or on behalf of any Obligor or any of the Restricted Subsidiaries, including without limitation: (a) any amounts payable under or in connection with any Oil and Gas Properties; (b) cash representing operating revenue earned or to be earned by any Obligor or any of the Restricted Subsidiaries; (c) proceeds from Loans; and (d) any other cash received by any Obligor or any of the Restricted Subsidiaries from whatever source (including, without limitation, amounts received in respect of the Liquidation of any Swap Agreement).

"Casualty Event" means any loss, casualty or other insured damage to, or any nationalization, taking under power of eminent domain or by condemnation or similar proceeding of, any Property of the Obligors or the Restricted Subsidiaries.

"Change in Control" means (a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), excluding the Permitted Holders, shall become the "beneficial owner" (as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act), directly or indirectly, of more than thirty-five percent (35%) of the then-outstanding voting Equity Interests of Holdings, (b) Holdings shall cease to directly own and control 100% of the voting and economic Equity Interests of MidCo, (c) (i) MidCo shall cease to directly own and control at least 90% of the economic Equity Interests of the Parent and 100% of the voting Equity Interests of the Parent or (ii) in the event that all of the Equity Interests in the Parent held by the Obligors' directors, officers and employees through an aggregator entity are converted into Equity Interests in Holdings and such aggregator entity is then dissolved, MidCo shall cease to directly own and control 100% of the economic and voting Equity Interests of the Parent, (d) the Parent shall cease to directly own and control 100% of the voting and economic Equity Interests of Borrower, (e) the Borrower shall cease to own and control, directly or indirectly, 100% of the Equity Interests of any Subsidiary Guarantor, except for any directors' qualifying shares mandated by applicable law or pursuant to a transaction permitted by Section 9.10 or Section 9.11, (f) occupation of a majority of the seats (other than vacant seats) on the board of directors of Holdings by Persons who were neither (i) members of the board of directors of Holdings on the Second Amendment Effective Date, (ii) nominated, appointed nor approved by the board of directors of Holdings nor (iii) appointed by directors so nominated, appointed or approved or (g) any "change in control" (or other similar event, howsoever designated) shall occur under any agreement, document or instrument governing any Material Debt.

"Change in Law" means the occurrence after the date of this Agreement or, with respect to any Lender, such later date on which such Lender becomes a party to this Agreement of (a) the adoption of or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the interpretation, implementation or application thereof by any Governmental Authority or (c) compliance by any Lender or any Issuing Bank (or, for purposes of Section 5.01(b), by any lending office of such Lender or by such Lender's or such Issuing Bank's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith (whether or not having the force of law) or in implementation thereof and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall be deemed to be a "Change in Law," regardless of the date enacted, adopted, promulgated, issued or implemented.

"Chisholm Midstream Assets" means the Chisolm Trail Refrigeration Plant and Chisolm Trail Cryogenic Plant, together with all other gathering, processing and compression facilities and associated delivery pipelines located in Central Oklahoma.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and any successor statute.

"Collateral" means all Property of the Borrower and each Guarantor now owned or hereafter acquired which is subject to a Lien created or purported to be created under one or more Security Instruments.

"Commitment" means, with respect to each Lender, the commitment of such Lender to make Loans and to acquire participations in Letters of Credit hereunder, expressed as an amount representing the maximum aggregate amount of such Lender's Revolving Credit Exposure hereunder as such commitment may be (a) modified from time to time pursuant to Section 2.06 and (b) modified from time to time pursuant to assignments by or to such Lender pursuant to Section 12.04(b). The amount representing each Lender's Commitment shall at any time be the lesser of such Lender's Maximum Credit Amount and such Lender's Applicable Percentage of the then effective Borrowing Base.

"Commitment Fee Rate" has the meaning assigned to such term in the definition of Applicable Margin.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated Cash Balance" means, at any time of determination, (a) the sum of the aggregate amount of cash or Cash Equivalents, marketable securities, treasury bonds and bills, certificates of deposit, investments in money market funds and commercial paper, in each case, held or owned by (whether directly or indirectly), credited to the account of, or otherwise reflected as an asset on the balance sheet of, the Obligors and the Restricted Subsidiaries minus (b) the sum of (i) any amounts referred to in the definition of "Excluded Accounts" and deposited therein, (ii) any cash or Cash Equivalents of the Obligors and the Restricted Subsidiaries to be used within thirty (30) days (or such longer period to which the Administrative Agent agrees, in its sole discretion) to pay the purchase price for any Property to be acquired from an unaffiliated third party pursuant to a binding and enforceable purchase and sale agreement (or similar agreement) containing customary provisions regarding the payment of such purchase price and (iii) any cash set aside to pay in the ordinary course of business amounts of the Obligors and the Restricted Subsidiaries then due and owing to unaffiliated third parties and for which the Obligors and the Restricted Subsidiaries have issued checks or have initiated wires or ACH transfers (to the extent not already deducted pursuant to subpart (a) above).

"Consolidated Net Income" means with respect to Holdings and its Consolidated Restricted Subsidiaries, for any period, the aggregate of the net income (or loss) of Holdings and its Consolidated Restricted Subsidiaries after allowances for taxes for such period determined on a consolidated basis in accordance with GAAP; provided, that there shall be excluded from such net income (to the extent otherwise included therein) the following (without duplication): (a) the net income of any Person in which Holdings or a Consolidated Restricted Subsidiary has an interest (which interest does not cause the net income of such other Person to be consolidated with the net income of Holdings and its Consolidated Restricted Subsidiaries in accordance with GAAP), except to the extent of the amount of dividends or distributions actually paid in cash during such period by such other Person to Holdings or to a Consolidated Restricted Subsidiary, as the case may be; (b) the net income (but not loss) during such period of any Consolidated Restricted Subsidiary to the extent that the declaration or payment of dividends or similar distributions or transfers or loans by that Consolidated Restricted Subsidiary is not at the time permitted by operation of the terms of its charter or any agreement, instrument, or Governmental Requirement applicable to such Consolidated Restricted Subsidiary or is otherwise restricted or prohibited, in each case determined in accordance with GAAP; (c) the net income (or deficit) of any Person accrued prior to the date it becomes a Consolidated Restricted Subsidiary or is merged into or consolidated with Holdings or any of its Consolidated Restricted Subsidiaries, (d) any extraordinary gains or losses during such period; (d) any non-cash gains, losses, or adjustments under FASB ASC Topic 815 as a result of changes in the fair market value of derivatives; (e) any gains or losses attributable to write-ups or write-downs of assets, including ceiling test write-downs; and (f) non-cash share-based payments under FASB Statement No. 123R.

"Consolidated Restricted Subsidiaries" means any Restricted Subsidiaries that are Consolidated Subsidiaries. For purposes of this definition only, MidCo, the Parent and the Borrower shall be deemed to be Consolidated Restricted Subsidiaries of Holdings.

"Consolidated Subsidiary" means each Subsidiary of Holdings (whether now existing or hereafter created or acquired) the financial statements of which are (or should be) consolidated with the financial statements of Holdings in accordance with GAAP.

"Consolidated Total Assets" shall mean, as of any date of determination, the amount that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or any like caption) on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries at such date.

"Consolidated Unrestricted Subsidiaries" means any Unrestricted Subsidiaries that are Consolidated Subsidiaries.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Credit Agreement Joinder" means a joinder agreement pursuant to which Holdings, MidCo, Ultimate Holdings and/or Replacement Holdings, as the case may be, shall become a party to, and bound by, this Agreement, in substantially the form attached hereto as Exhibit J.

"Credit Bid" means an offer submitted by the Administrative Agent (on behalf of the Lenders), based upon the instruction of the Majority Lenders, to acquire the Property or Equity Interests of the Borrower or any Guarantor or any portion thereof in exchange for and in full and final satisfaction of all or a portion (as determined by the Administrative Agent, based upon the instruction of the Majority Lenders) of the claims and Obligations under this Agreement and other Loan Documents.

"Credit Party" means the Administrative Agent, each Issuing Bank or any Lender.

"Current Assets" means, as of any date of determination, without duplication, the sum of all amounts that would, in accordance with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of Holdings and its Consolidated Restricted Subsidiaries at such date, plus the unused Commitments, but excluding all non-cash assets under FASB ASC Topic 815.

"Current Liabilities" means, as of any date of determination, without duplication, the sum of all amounts that would, in accordance with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a consolidated balance sheet of Holdings and its Consolidated Restricted Subsidiaries on such date, but excluding (a) all non-cash obligations under FASB ASC Topic 815 and (b) the current portion of the Loans under this Agreement.

"Current Ratio" means, with respect to Holdings and its Consolidated Restricted Subsidiaries, as of any date of determination, the ratio of (a) Current Assets as of such date to (b) Current Liabilities as of such date.

"Debt" means, for any Person, the sum of the following (without duplication): (a) all obligations of such Person for borrowed money or evidenced by bonds, bankers' acceptances, debentures, notes or other similar instruments; (b) all obligations of such Person (whether contingent or otherwise) in respect of letters of credit, surety or other bonds and similar instruments; (c) all accounts payable, accrued expenses, liabilities or other obligations of such

Person, in each such case to pay the deferred purchase price of Property or services (other than (i) accrued pension costs and other employee benefit and compensation obligations arising in the ordinary course of business and (ii) accounts payable incurred in the ordinary course of business which are either (A) not overdue by more than 60 days or (B) being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP); (d) all obligations under Capital Leases; (e) all obligations under Synthetic Leases; (f) all Debt (as defined in the other clauses of this definition) of others secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) a Lien on any Property of such Person, whether or not such Debt is assumed by such Person, provided that the amount of Debt for purposes of this clause (f) shall be an amount equal to the lesser of the unpaid amount of such Debt and the fair market value of the encumbered Property; (g) all Debt (as defined in the other clauses of this definition) of others guaranteed by such Person or with respect to which such Person otherwise assures a creditor against loss of the Debt (howsoever such assurance shall be made) to the extent of the lesser of the amount of such Debt and the maximum stated amount of such guarantee or assurance against loss; (h) all obligations or undertakings of such Person to maintain or cause to be maintained the financial position or covenants of others or to purchase the Debt of others; (i) obligations to deliver commodities, goods or services, including, without limitation, Hydrocarbons, in consideration of one or more advance payments, other than gas balancing arrangements in the ordinary course of business (but only to the extent of such advance payments); (j) obligations under "take or pay" or similar agreements (other than obligations under firm transportation or drilling contracts); (k) any Debt of a partnership for which such Person is liable either by agreement, by operation of law or by a Governmental Requirement but only to the extent of such liability; (l) Disqualified Capital Stock of such Person; and (m) the undischarged balance of any production payment created by such Person or for the creation of which such Person directly or indirectly received payment. Notwithstanding anything herein to the contrary, any obligations of the Borrower or any Guarantor with respect to (i) any obligations under the Existing Credit Agreement secured by the Wells Fargo Default Interest LC and (ii) the Existing Letters of Credit shall not constitute Debt. The Debt of any Person shall include all obligations of such Person of the character described above to the extent such Person remains legally liable in respect thereof notwithstanding that any such obligation is not included as a liability of such Person under GAAP.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower or any Credit Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a Loan

under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by a Credit Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in then outstanding Letters of Credit under this Agreement; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party's receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) has, or whose Lender Parent has, become the subject of a Bankruptcy Event or a Bail-In Action.

"Deposit Account" has the meaning assigned to such term in the UCC.

"Disposition" means any conveyance, sale, lease, sale and leaseback, assignment (other than assignments intended to convey a Lien), farm-out, transfer or other disposition of any Property, and including, for the avoidance of doubt, any Casualty Event. "Dispose" has a correlative meaning thereto.

"Disqualified Capital Stock" means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event, matures or is mandatorily redeemable for any consideration other than other Equity Interests (which would not constitute Disqualified Capital Stock), pursuant to a sinking fund obligation or otherwise, or is convertible or exchangeable for Debt or redeemable for any consideration other than other Equity Interests (which would not constitute Disqualified Capital Stock) at the option of the holder thereof, in whole or in part, on or prior to the date that is 91 days after the earlier of (a) the Maturity Date and (b) the date on which there are no Loans, LC Exposure or other obligations hereunder outstanding and all of the Commitments are terminated.

"Documentation Agents" has the meaning assigned to such term in the preamble.

"dollars" or "$" refers to lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary (whether a Restricted Subsidiary or an Unrestricted Subsidiary) that is organized under the laws of the United States of America or any state thereof or the District of Columbia.

"Drunkards Wash Assets" means all Oil and Gas Properties located in Carbon and Emory Counties, Utah.

"EBITDA" means, for any period, on a consolidated basis for Holdings and its Consolidated Restricted Subsidiaries, (a) Consolidated Net Income for such period plus (b) the following expenses or charges to the extent deducted in the calculation of Consolidated Net Income for such period: (i) exploration expenses, (ii) Interest Expense, (iii) income or franchise taxes, (iv) depreciation, depletion, amortization and other non-cash charges and losses, (v) documented and reasonable non-Affiliate third party fees, costs and expenses paid for attorneys, accountants, bankers and other advisors incurred in connection with (A) sales of Property or (B) issuance of Equity Interests by Holdings, in each case to the extent such non-Affiliate third party fees, costs and expenses are fully paid from the gross proceeds of such (1) sales of Property

or (2) issuance of Equity Interests by Holdings; (vi) any losses from an early Liquidation of any Swap Agreement, (vii) costs, expenses and charges incurred in connection with the Disposition of Permitted Asset Sale Properties, (viii) fees and expenses incurred during such period pursuant to the Chapter 11 plan of reorganization, and any restructuring, severance, termination and other costs, expenses or charges incurred in connection with the acquisition or disposition of any assets, entity or line of business permitted hereunder, the closure or consolidation of facilities, the termination or modification of contracts or any benefit or employee plans, in each case incurred during such measurement period ending on or prior to March 31, 2018; provided, that aggregate amount of all add-backs described in clauses (vii) and (viii) above shall constitute no more than ten percent (10%) in the aggregate of EBITDA for any four quarter testing period; (ix) documented and reasonable non-Affiliate third party fees, costs and expenses paid for attorneys, accountants, bankers and other advisors incurred in connection with (A) the Spinoff Part I Transactions and the Spinoff Part II Transactions, (B) the Restricted Payments of Equity Interests in Roan Resources permitted pursuant to Section 9.04(a)(vi) and (C) a Disposition of, or Restricted Payments of, Equity Interests in or assets of, or other transaction contemplated by Section 12.23 in respect of, Blue Mountain, pursuant to Section 9.04(a)(vi), Section 9.11(e) or Section 12.23; minus (c) the following income or gains to the extent included in the calculation of Consolidated Net Income for such period: (i) all interest income, (ii) all non-cash income and gains, (iii) all cancellation of debt income and (iv) any gains from an early unwind of any Swap Agreement. For the purposes of calculating EBITDA for any period of four (4) consecutive fiscal quarters (each, a "Reference Period"), (i) if during such Reference Period, Holdings or any Consolidated Restricted Subsidiary shall have made any Material Disposition, EBITDA for such Reference Period shall be reduced by an amount equal to the EBITDA (if positive) attributable to the Property that is the subject of such Material Disposition for such Reference Period or increased by an amount equal to the EBITDA (if negative) attributable thereto for such Reference Period, (ii) if during such Reference Period, Holdings or any Consolidated Restricted Subsidiary shall have made a Material Acquisition, EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if such Material Acquisition occurred on the first day of such Reference Period and (iii) if during such Reference Period a Consolidated Subsidiary shall be redesignated as either a Consolidated Unrestricted Subsidiary or a Consolidated Restricted Subsidiary, EBITDA shall be calculated after giving pro forma effect to such redesignation, as if such redesignation had occurred on the first day of such Reference Period.

"EDGAR" means the Electronic Data Gathering Analysis and Retrieval system operated by the SEC.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Effective Date" means the date on which the conditions specified in Section 6.01 are satisfied (or waived in accordance with Section 12.02).

"Enforcement Action" means any action to enforce any Obligations or Loan Documents or to exercise any rights or remedies relating to any Collateral (whether by judicial action, self-help, notification of account debtors, setoff or recoupment, Credit Bid, action in an Obligor's Insolvency Proceeding or otherwise).

"Engineering Reports" has the meaning assigned to such term in Section 2.07(c)(i).

"Environmental Laws" means any and all Governmental Requirements pertaining in any way to health and safety (to the extent relating to exposure to Hazardous Materials), the environment or the preservation or reclamation of natural resources, in effect in any and all jurisdictions in which the Borrower or any Subsidiary is conducting or has conducted business, or where any Property of the Borrower or any Subsidiary is, or has been, located, including without limitation, the Oil Pollution Act of 1990 ("OPA"), as amended, the Clean Air Act, as amended, the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, the Federal Water Pollution Control Act, as amended, the Occupational Safety and Health Act of 1970, as amended, the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended, the Safe Drinking Water Act, as amended, the Toxic Substances Control Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, and Hazardous Materials Transportation Act, as amended, and comparable state laws.

"Environmental Permit" means any permit, registration, license, approval, consent, exemption, variance, or other authorization of a Governmental Authority required under or issued pursuant to applicable Environmental Laws.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute.

"ERISA Affiliate" means each trade or business (whether or not incorporated) which together with the Obligors or their respective Subsidiaries would be deemed to be a "single employer" within the meaning of Section 4001(b)(1) of ERISA or subsections (b), (c), (m) or (o) of Section 414 of the Code.

"ERISA Event" means (a) a reportable event described in Section 4043 of ERISA and the regulations issued thereunder, (b) the withdrawal of the Obligors or their respective Subsidiaries or any ERISA Affiliate from a Plan during a plan year in which it was a "substantial employer" as

defined in Section 4001(a)(2) of ERISA, (c) the filing of a notice of intent to terminate a Plan or the treatment of a Plan amendment as a termination under Section 4041 of ERISA, (d) the institution of proceedings to terminate a Plan by the PBGC, (e) receipt by the Obligors or their respective Subsidiaries or any ERISA Affiliate of a notice of withdrawal liability pursuant to Section 4202 of ERISA with respect to any Multiemployer Plan, (f) the failure of a Plan to meet the minimum funding standards under Section 412 of the Code or Section 302(c) of ERISA (determined without regard to Section 412(c) of the Code or Section 303(c) of ERISA), (g) the failure of a Plan to satisfy the requirements of Section 401(a)(29) of the Code, Section 436 of the Code or Section 206(g) of ERISA or (h) any other event or condition which might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Eurodollar", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Event of Default" has the meaning assigned to such term in Section 10.01.

"Excepted Liens" means: (a) Liens for Taxes, assessments or other governmental charges or levies which are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been recorded and maintained in accordance with GAAP; (b) Liens in connection with workers' compensation, unemployment insurance or other social security, old age pension or public liability obligations which are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP; (c) statutory landlord's liens, operators', vendors', carriers', warehousemen's, repairmen's, mechanics', suppliers', workers', materialmen's, construction or other like Liens arising by operation of law in the ordinary course of business or incident to the exploration, development, operation and maintenance of Oil and Gas Properties each of which is in respect of obligations that are not more than 60 days delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP; (d) contractual Liens which arise in the ordinary course of business under operating agreements, joint venture agreements, oil and gas partnership agreements, oil and gas leases, farm-out agreements, division orders, contracts for the sale, transportation or exchange of oil and natural gas, unitization and pooling declarations and agreements, area of mutual interest agreements, overriding royalty agreements, marketing agreements, processing agreements, net profits agreements, development agreements, gas balancing or deferred production agreements, injection, repressuring and recycling agreements, salt water or other disposal agreements, seismic or other geophysical permits or agreements, and other agreements which are usual and customary in the oil and gas business and are for claims which are not more than 60 days delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP, provided that any such Lien referred to in this clause does not materially impair the use of the Property covered by such Lien for the purposes for which such Property is held by the Obligors or the Restricted Subsidiaries or materially impair the value of any material Property subject thereto; (e) Liens arising solely by virtue of any statutory or common

law provision or customary deposit account terms (pursuant to a depository institution's standard documentation that is provided to its customers generally or pursuant to Account Control Agreements) relating to banker's liens, rights of set-off or similar rights and remedies and burdening only deposit accounts or other funds maintained with a creditor depository institution, provided that no such deposit account is a dedicated cash collateral account or is subject to restrictions against access by the depositor in excess of those set forth by regulations promulgated by the Board and no such deposit account is intended by the Obligors or the Restricted Subsidiaries to provide collateral to the depository institution; (f) easements, restrictions, servitudes, permits, conditions, covenants, exceptions or reservations in any Property of the Obligors or the Restricted Subsidiaries for the purpose of roads, pipelines, transmission lines, transportation lines, distribution lines for the removal of gas, oil, coal or other minerals or timber, and other like purposes, or for the joint or common use of real estate, zoning restrictions, rights of way, facilities and equipment, that do not secure any monetary obligations and which in the aggregate do not materially impair the use of such Property for the purposes of which such Property is held by the Obligors or the Restricted Subsidiaries or materially impair the value of any material Property subject thereto; (g) Liens on cash or securities pledged to secure performance of tenders, surety and appeal bonds, government contracts, performance and return of money bonds, bids, trade contracts, leases, statutory obligations, regulatory obligations and other obligations of a like nature incurred in the ordinary course of business; (h) judgment and attachment Liens on any Property, including Oil and Gas Property, not giving rise to an Event of Default; (i) Liens pursuant to merger agreements, stock purchase agreements, asset sale agreements and similar agreements (1) limiting the transfer of properties and assets pending consummation of the subject transaction or (2) in respect of earnest money deposits, good faith deposits, purchase price adjustment escrows and similar deposits and escrow arrangements made or established thereunder, (j) Liens arising from precautionary Uniform Commercial Code financing statement filings entered into by the Borrower and the Subsidiaries covering Property under true leases entered into in the ordinary course of business and (k) Liens on any cash deposited with Paul Hastings LLP pursuant to Section 6.01(c); provided, further Liens described in clauses (a) through (e) shall remain "Excepted Liens" only for so long as no action to enforce such Lien has been commenced; provided further, (x) no intention to subordinate the first priority Lien granted in favor of the Administrative Agent and the Lenders is to be hereby implied or expressed by the permitted existence of any Excepted Liens and (y) in no event shall "Excepted Liens" secure Debt for borrowed money.

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

"Excluded Accounts" means, with respect to the Obligors or any Restricted Subsidiary, each deposit account set forth on Schedule 7.25 (as the same may be supplemented by the Borrower from time to time upon delivery of a written supplement to the Administrative Agent) as an "Excluded Account" and that is not subject to an Account Control Agreement, to the extent exclusively constituting (a) payroll accounts containing a balance not exceeding the amount of payroll expenses for one payroll period at any time, (b) tax withholding accounts, (c) employee benefit trust accounts, (d) zero balance accounts (other than lockbox accounts, to the extent Account Control Agreements are permitted by the applicable depository bank), (e) petty cash accounts containing a balance not exceeding $25,000 per account at any time and not to exceed $250,000 for all such accounts in the aggregate, (f) segregated accounts, the balance of which

consists exclusively of funds due and owing to unaffiliated third parties in connection with royalty payment obligations owed to such third parties, or working interest payments received from unaffiliated third parties, solely to the extent such amounts constitute property of such third party held in trust, (g) the General Unsecured Claims Account, (h) accounts consisting of purchase price deposits held in escrow by or on behalf of the Borrower or any Subsidiary pursuant to a binding and enforceable purchase and sale agreement with an unaffiliated third party containing customary provisions regarding the payment and refunding of such deposits, (i) accounts held for the purpose of managing and settling Holdings' share repurchase programs, subject to regular settlement mechanics in which the funds on deposit therein are swept on a regular basis to execute and/or settle share repurchase transactions, (j) fiduciary or trust accounts for the benefit of a Governmental Authority securing plugging, abandonment and similar obligations incurred in the ordinary course of business and (k) dedicated cash collateral accounts with respect to Excepted Liens of the type described in clause (g) of the definition thereof. Notwithstanding anything to the contrary in this definition or in Section 7.25, in no event shall an Excluded Account described in clause (h) hereof be required to be listed as an "Excluded Account" on Schedule 7.25.

"Excluded Swap Obligation" has the meaning assigned to such term in the Guarantee and Collateral Agreement.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on (or measured by) its net income (however denominated), franchise Taxes, and branch profit Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof), or (ii) that are Other Connection Taxes, (b) in the case of a Lender any U.S. federal withholding Tax that is imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan, Letter of Credit, or Commitment (other than pursuant to an assignment request by the Borrower under Section 5.04(b), or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 5.03, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office (c) any Taxes attributable to a Recipient's failure to comply with Section 5.03(e) and (d) any withholding Taxes imposed under FATCA.

"Existing Credit Agreement" means that certain Credit Agreement dated as of February 28, 2017, among the Borrower, the Parent, Old Holdings, the other Obligors (as defined therein), Wells Fargo Bank, National Association, as administrative agent, and the lenders and other agents party thereto, as heretofore amended, modified and supplemented.

"Existing Letters of Credit" means the letters of credit listed on Schedule 1.02(a).

"Extraordinary Expenses" means all costs, expenses or advances that the Administrative Agent may incur during a Default or Event of Default, or during the pendency of an Insolvency Proceeding of an Obligor, including those relating to (a) any audit, inspection, repossession, storage, repair, appraisal, insurance, manufacture, preparation or advertising for sale, sale,

collection, or other preservation of or realization upon any Collateral; (b) any action, arbitration or other proceeding (whether instituted by or against the Administrative Agent, any Lender, any Obligor, any representative of creditors of an Obligor or any other Person) in any way relating to any Collateral (including the validity, perfection, priority or avoidance of the Administrative Agent's Liens with respect to any Collateral), Loan Documents, Letters of Credit or other Obligations, including any lender liability or other claims; (c) the exercise of any rights or remedies of the Administrative Agent in, or the monitoring of, any Insolvency Proceeding; (d) settlement or satisfaction of taxes, charges or Liens with respect to any Collateral; (e) any Enforcement Action; and (f) negotiation and documentation of any modification, waiver, workout, restructuring or forbearance with respect to any Loan Documents or Obligations. Such costs, expenses and advances include transfer fees, Other Taxes, storage fees, insurance costs, permit fees, utility reservation and standby fees, legal fees of outside counsel, appraisal fees, brokers' and auctioneers' fees and commissions, accountants' fees, environmental study fees, wages and salaries paid to employees of any Obligor or independent contractors in liquidating any Collateral, and reasonable travel and other expenses.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (and any amendment or successor provisions that are substantively comparable and which do not impose criteria that are materially more onerous to comply with than those contained in such Sections), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code, and any applicable intergovernmental agreement entered into in connection with the implementation of such sections of the Code, and any fiscal or regulatory legislation, rules or practices adopted pursuant to any such intergovernmental agreement.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended.

"Federal Funds Effective Rate" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it; provided, that, if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Fee Letter" means that certain Fee Letter dated August 4, 2017, between RBC and the Borrower.

"Financial Officer" means, for any Person, the chief financial officer, principal accounting officer, treasurer or controller of such Person (or in the case of any Person that is a partnership, of such Person's general partner). Unless otherwise specified, all references to a Financial Officer herein mean a Financial Officer of the Borrower.

"Financial Statements" means the financial statement or statements of Old Holdings and its Consolidated Subsidiaries referred to in Section 7.04(a).

"First Amendment" means that certain First Amendment to Credit Agreement, dated as of September 29, 2017, among the Borrower, the Parent, Holdings, the other Guarantors, the Administrative Agent and the Lenders party thereto.

"First Amendment Effective Date" has the meaning assigned to such term in the First Amendment.

"Foreign Lender" means any Lender that is not a U.S. Person.

"Foreign Subsidiary" means any Subsidiary (whether a Restricted Subsidiary or an Unrestricted Subsidiary) that is not a Domestic Subsidiary.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time subject to the terms and conditions set forth in Section 1.05.

"General Unsecured Claims" means those disputed claims under the Restructuring Proceedings which (i) have not been paid in full pursuant to a final order of United States Bankruptcy Court for the Southern District of Texas, (ii) are not Unsecured Notes Claims (as defined in the Plan of Reorganization) and (iii) are not Second Lien Notes Claims (as defined in the Plan of Reorganization).

"General Unsecured Claims Account" means a separate, designated deposit account that is an Excluded Account and in which the Borrower or other Obligor has deposited funds prior to the Effective Date and which funds are reserved solely to satisfy the Allowed General Unsecured Claims; provided that (a) amounts in such account shall in no event exceed the General Unsecured Claims Amount and (b) such account shall cease to be an Excluded Account when the General Unsecured Claims have been settled or paid.

"General Unsecured Claims Amount" means $40,000,000 as such amount may be reduced by payments in respect of General Unsecured Claims.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supranational bodies exercising such powers or functions, such as the European Union or the European Central Bank).

"Governmental Requirement" means any law, statute, code, ordinance, order, determination, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, rules of common law, authorization or other directive or requirement, whether now or hereinafter in effect of any Governmental Authority.

"Guarantor" means (a) Holdings; (b) MidCo; (c) the Parent; and (d) each Restricted Subsidiary that is a party to the Guarantee and Collateral Agreement as a "Guarantor" and "Grantor" (as such terms are defined in the Guarantee and Collateral Agreement) and guarantees the Obligations (including pursuant to Section 6.01 and Section 8.13(b)). On the Spinoff Part I

Effective Date, the following Persons are Guarantors: Holdings, MidCo, the Parent, Linn Operating, LLC, a Delaware limited liability company, Blue Mountain, Linn Energy Holdings, LLC, a Delaware limited liability company, Linn Marketing, LLC, a Delaware limited liability company, Linn Midwest Energy LLC, a Delaware limited liability company, and Ultimate Holdings.

"Guarantee and Collateral Agreement" means the Guarantee and Collateral Agreement, substantially in the form attached hereto as Exhibit C, executed by the Borrower, the Guarantors and the Administrative Agent, as the same may be amended, modified or supplemented from time to time.

"Hazardous Material" means any substance regulated or as to which liability might arise under any applicable Environmental Law and including, without limitation: (a) any chemical, compound, material, product, byproduct, substance or waste defined as, or included in the definition or meaning of, "hazardous substance," "hazardous material," "hazardous waste," "solid waste," "toxic waste," "extremely hazardous substance," "toxic substance," "contaminant," "pollutant," or words of similar meaning or import found in any applicable Environmental Law; (b) petroleum hydrocarbons, petroleum products, petroleum substances, natural gas, oil, oil and gas waste, crude oil, and any components, fractions, or derivatives thereof; and (c) radioactive materials, asbestos containing materials, polychlorinated biphenyls, or radon.

"Highest Lawful Rate" means, with respect to each Lender, the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Notes or on other Obligations under laws applicable to such Lender which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than applicable laws allow as of the date hereof.

"Holdings" means (a) from and after the Spinoff Part I Effective Date until the Spinoff Part II Effective Date, New LINN, (b) from and after the Spinoff Part II Effective Date until the Replacement Holdings Effective Date (if applicable), Ultimate Holdings or (c) from and after the Replacement Holdings Effective Date (if applicable), Replacement Holdings.

"Holdings' Incentive Plan" means the Linn Energy, Inc. 2017 Omnibus Incentive Plan as in effect as of the Effective Date.

"Hydrocarbon Interests" means all rights, titles, interests and estates now or hereafter acquired in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, mineral fee interests, overriding royalty and royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature. Unless otherwise indicated herein, each reference to the term "Hydrocarbon Interests" shall mean Hydrocarbon Interests of the Borrower and the Restricted Subsidiaries, as the context requires.

"Hydrocarbons" means oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined or separated therefrom.

"Immaterial Subsidiary" shall mean any Restricted Subsidiary that is not a Material Subsidiary.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Obligor under any Loan Document, and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Indemnitee" has the meaning assigned to such term in Section 12.03(b).

"Information" has the meaning assigned to such term in Section 12.11.

"Initial Post-Closing Title Requirement" has the meaning assigned to such term in Schedule 6.03.

"Initial Reserve Report" means the Reserve Report as of July 1, 2017 prepared by or under the supervision of the chief engineer of the Borrower and based upon the 2016 reserve report of the Borrower prepared by DeGolyer & MacNaughton, but excluding the Permitted Asset Sale Properties and other Oil and Gas Properties sold prior July 1, 2017.

"Insolvency Proceeding" means any case or proceeding commenced by or against a Person under any state, federal or foreign law for, or any agreement of such Person to, (a) the entry of an order for relief under the Bankruptcy Code, or any other insolvency, debtor relief or debt adjustment law; (b) the appointment of a receiver, trustee, liquidator, administrator, conservator or other custodian for such Person or any part of its Property; or (c) an assignment or trust mortgage for the benefit of creditors.

"Interest Election Request" means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.04 in substantially the form of Exhibit F.

"Interest Expense" means, for any period, the sum (determined without duplication) of the aggregate gross interest expense of Holdings and the Consolidated Restricted Subsidiaries for such period, including (a) to the extent included in interest expense under GAAP, unless otherwise provided in (iii) below: (i) amortization of debt discount, (ii) capitalized interest and (iii) the portion of any payments or accruals under Capital Leases allocable to interest expense, plus the portion of any payments or accruals under Synthetic Leases allocable to interest expense whether or not the same constitutes interest expense under GAAP and (b) cash dividend payments made by any Obligor or the Restricted Subsidiaries in respect of any Disqualified Capital Stock; but excluding non-cash gains, losses or adjustments under FASB ASC Topic 815 as a result of changes in the fair market value of derivatives.

"Interest Payment Date" means (a) with respect to any ABR Loan, the last day of each March, June, September and December and (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period.

"Interest Period" means with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months (or, with the consent of each Lender, twelve months) thereafter, as the Borrower may elect; provided, that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Interim Redetermination" has the meaning assigned to such term in Section 2.07(b).

"Interim Redetermination Date" means the date on which a Borrowing Base that has been redetermined pursuant to an Interim Redetermination becomes effective as provided in Section 2.07(d).

"Investment" means, for any Person: (a) an acquisition (whether for cash, Property, services or securities or otherwise) of Equity Interests of any other Person; (b) the making of any advance, loan or capital contribution to, assumption of Debt of, purchase or other acquisition of any other Debt or equity participation or interest in, or other extension of credit to, any other Person (including the purchase of Property from another Person subject to an understanding or agreement, contingent or otherwise, to resell such Property to such Person, but excluding any such advance, loan or extension of credit having a term not exceeding ninety (90) days representing the purchase price of inventory or supplies sold by such Person in the ordinary course of business); (c) the purchase or acquisition (in one or a series of transactions) of Property of another Person that constitutes a business unit; or (d) the entering into of any guarantee of, or other contingent obligation (including the deposit of any Equity Interests to be sold) with respect to, Debt of any other Person and (without duplication) any amount committed to be advanced, lent, or extended to such Person (valued at the lesser of the amount of the Debt that is the subject of such guarantee or contingent obligation and the maximum stated amount of such guarantee or contingent obligation).

"Issuing Bank" means (a) RBC and (b) any other Lender acceptable to the Administrative Agent and the Borrower that has agreed in its sole discretion to become an Issuing Bank hereunder pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent, in each case, in its capacity as an issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.08(i). Any Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate. Each reference herein to the "Issuing Bank" shall be deemed to be a reference to the relevant Issuing Bank.

"LC Commitment" at any time means $50,000,000.

"LC Disbursement" means a payment made by any Issuing Bank pursuant to a Letter of Credit issued by such Issuing Bank.

"LC Exposure" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time. The LC Exposure of any Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time.

"Lender Parent" means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

"Lenders" means the Persons listed on Annex I, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption, and any Person that shall have become a party hereto pursuant to an Assignment and Assumption.

"Letter of Credit" means any standby letter of credit issued pursuant to this Agreement.

"Letter of Credit Agreements" means all letter of credit applications and other agreements (including any amendments, modifications or supplements thereto) submitted by the Borrower, or entered into by the Borrower, with any Issuing Bank relating to any Letter of Credit issued by such Issuing Bank.

"LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period, the rate appearing on Reuters Screen LIBOR01 Page (or on any successor or substitute page of such service, or any successor to or substitute for such service, providing rate quotations comparable to those currently provided on such page of such service, as determined by the Administrative Agent from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, as the rate for dollar deposits with a maturity comparable to such Interest Period. In the event that such rate is not available at such time for any reason, then the "LIBO Rate" with respect to such Eurodollar Borrowing for such Interest Period shall be the rate (rounded upwards, if necessary, to the next 1/100 of 1%) at which dollar deposits of an amount comparable to such Eurodollar Borrowing and for a maturity comparable to such Interest Period are offered by the principal London office of the Administrative Agent in immediately available funds in the London interbank market at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period; provided that, notwithstanding the foregoing, if the LIBO Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"Lien" means any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on the common law, statute or contract, and whether such obligation or claim is fixed or contingent, and including but not limited to (a) the lien or security interest arising from a deed of trust, mortgage, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes or (b) production payments and the like payable out of Oil and Gas Properties. The term "Lien" shall include easements, restrictions, servitudes, permits, conditions, covenants, exceptions or reservations. For the purposes of this Agreement, the Obligors and the

Restricted Subsidiaries shall be deemed to be the owner of any Property which they have acquired or hold subject to a conditional sale agreement, or leases under a financing lease or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person in a transaction intended to create a financing.

"Liquidate" means, with respect to any Swap Agreement, (a) the sale, assignment, novation, unwind or termination of all or any part of such Swap Agreement or (b) the creation of an offsetting position against all or any part of such Swap Agreement. The terms "Liquidated" and "Liquidation" have correlative meanings thereto.

"Loan Documents" means this Agreement, the Notes, the Letter of Credit Agreements, the Letters of Credit, the Security Instruments, the Fee Letter and any other document, instrument or agreement now or hereafter delivered by or on behalf of an Obligor under this Agreement.

"Loans" means the loans made by the Lenders to the Borrower pursuant to this Agreement.

"March 2018 Redetermination" shall have the meaning assigned to such term in Section 2.07(b).

"Majority Lenders" means, at any time while no Loans or LC Exposure are outstanding, Lenders having more than fifty percent (50.0%) of the sum of the Aggregate Maximum Credit Amounts; and at any time while any Loans or LC Exposure are outstanding, Lenders holding more than fifty percent (50.0%) of the outstanding aggregate principal amount of the Loans and participation interests in Letters of Credit (without regard to any sale by a Lender of a participation in any Loan under Section 12.04(c)); provided that, if at any time there are three or fewer Lenders, then all Lenders shall constitute the Majority Lenders; provided further that the Maximum Credit Amount and the outstanding principal amount of the Loans of, and the participation interests in Letters of Credit held by, each Defaulting Lender (if any) shall be excluded from the determination of Majority Lenders to the extent set forth in Section 4.04(c)(ii).

"Material Acquisition" means any acquisition of Property or series of related acquisitions of Property that involves the payment of consideration by the Borrower and the Consolidated Restricted Subsidiaries in excess of five percent (5%) of the then effective Borrowing Base.

"Material Adverse Effect" means a material adverse change in, or material adverse effect on (a) the business, operations, Property or financial condition of the Obligors, taken as a whole, (b) the ability of the Obligors, taken as a whole, to perform their obligations under the Loan Documents (including payment obligations), (c) the validity or enforceability of any Loan Document or (d) the rights and remedies of the Administrative Agent, any Issuing Bank or any Lender under the Loan Documents.

"Material Debt" means Debt (other than the Loans and Letters of Credit), or obligations in respect of one or more Swap Agreements, of any one or more of the Obligors and the Restricted Subsidiaries, in an aggregate principal amount exceeding $20,000,000. For purposes of determining Material Debt, the "principal amount" of the obligations of the Obligors and the Restricted Subsidiaries in respect of any Swap Agreement at any time shall be the Swap Termination Value of such Swap Agreement.

"Material Disposition" means any Disposition of (a) Property or series of related Dispositions of Property that yields gross proceeds to the Borrower and the Consolidated Restricted Subsidiaries in excess of five percent (5%) of the then effective Borrowing Base or (b) Permitted Asset Sale Properties.

"Material Subsidiary" means, as of any date, any Restricted Subsidiary (a) that owns or has an interest in any Property assigned value in the Borrowing Base then in effect, as determined by the Administrative Agent; (b) that has any outstanding Debt for borrowed money or guarantees any Permitted Senior Notes, any Permitted Refinancing Debt or the Debt of any other Person; or (c) that contributed greater than (i) one percent (1%) of EBITDA for the period of four consecutive fiscal quarters most recently ended for which financial statements have been delivered pursuant to Section 8.01(a) or Section 8.01(b) or (ii) one percent (1%) of Consolidated Total Assets as of the last day of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 8.01(a) or Section 8.01(b); provided that, if at any time the aggregate amount of EBITDA or Consolidated Total Assets attributable to all Restricted Subsidiaries that are not Material Subsidiaries exceeds two percent (2%) of EBITDA for any such period or two percent (2%) of Consolidated Total Assets as of the last day of any such fiscal quarter, then the Borrower shall (or, in the event the Borrower has failed to do so, the Administrative Agent shall), on the date on which financial statements for such fiscal quarter are delivered pursuant to Section 8.01(a) or Section 8.01(b), designate in writing to the Administrative Agent one or more of such Restricted Subsidiaries as "Material Subsidiaries" to eliminate any such excess, and such designated Subsidiaries shall for all purposes of this Agreement constitute Material Subsidiaries.

"Maturity Date" means August 4, 2020.

"Maximum Credit Amount" means, as to each Lender, the amount set forth opposite such Lender's name on Annex I under the caption "Maximum Credit Amounts", as the same may be (a) reduced or terminated from time to time in connection with a reduction or termination of the Aggregate Maximum Credit Amounts pursuant to Section 2.06(b), or (b) modified from time to time pursuant to any assignment permitted by Section 12.04(b).

"Merge Assets" means any Oil and Gas Properties located in the Merge play in Central Oklahoma, primarily in southern Canadian and northern Grady Counties, together with any Oil and Gas Properties defined as Linn Assets in that certain Contribution Agreement by and among Linn Energy Holdings, LLC, Linn Operating, LLC, Citizen Energy II, LLC and Roan Resources dated as of June 27, 2017.

"MidCo" means a newly formed Delaware limited liability company, which on the Spinoff Part I Effective Date, shall own 100% of the voting Equity Interests of the Parent pursuant to the Spinoff Part I Transactions and shall be joined as a Guarantor pursuant to Section 8.13 (and which, for the avoidance of doubt, on the Spinoff Part I Effective Date, shall not have incurred any Debt or Liens, except for the Obligations, the Liens securing the payment of the Obligations and Excepted Liens).

"Moody's" means Moody's Investors Service, Inc. and any successor thereto that is a nationally recognized rating agency.

"Mortgaged Property" means any Property owned by the Borrower or any Guarantor which is subject to the Liens created under the terms of the Security Instruments.

"Multiemployer Plan" means a multiemployer plan as defined in Section 3(37) or 4001 (a)(3) of ERISA to which any Borrower or any Subsidiary or any ERISA Affiliate is making or accruing an obligation to make contributions, or has within the six calendar years preceding the date hereof, made or accrued an obligation to make contributions.

"Net Leverage Ratio" means, with respect to Holdings and its Consolidated Restricted Subsidiaries, as of any date of determination, the ratio of (a) Total Net Debt as of such date to (b) EBITDA for the period of four consecutive fiscal quarters ending on such date.

"New Borrowing Base Notice" has the meaning assigned to such term in Section 2.07(d).

"New LINN" means a Delaware corporation formed by Holdings as part of the Spinoff Part I Transactions, and of which 100% of the voting and economic Equity Interests shall be initially held by Holdings. As part of the Spinoff Part I Transactions, New LINN shall form and hold 100% of the voting and economic Equity Interests in MidCo, and shall be joined as a Guarantor pursuant to Section 8.13 (and which, for the avoidance of doubt, on the Spinoff Part I Effective Date, shall not have incurred any Debt or Liens, except for the Obligations, the Liens securing the payment of the Obligations and Excepted Liens).

"Non-Consenting Lender" means any Lender that does not approve any consent, waiver or amendment to any provision of this Agreement or any other Loan Document requested by the Borrower that (i) requires the approval of all Lenders or all affected Lenders in accordance with the terms of Section 12.02(b) and (ii) has been approved by the Majority Lenders.

"Non-Defaulting Lender" means, at any time, each Lender that is not a Defaulting Lender at such time.

"Notes" means the promissory notes of the Borrower described in Section 2.02(d) and being substantially in the form of Exhibit A, together with all amendments, modifications, replacements, extensions and rearrangements thereof.

"Obligors" means, collectively, the Borrower, Holdings, MidCo, the Parent and each other Guarantor.

"Obligations" means, without duplication, any and all amounts owing or to be owing by the Borrower or any other Obligor (whether direct or indirect (including those acquired by assumption or novation), absolute or contingent, due or to become due, now existing or hereafter arising): (a) to the Administrative Agent, the Arrangers, any Issuing Bank or any Lender or any Related Party of any of the foregoing under any Loan Document; and all renewals, extensions and/or rearrangements of any of the above, (b) all Secured Swap Obligations and (c) all Secured Cash Management Obligations. For the avoidance of doubt, Obligations shall include all (a) principal of and premium, if any, on the Loans, (b) LC Disbursements, LC Exposure, reimbursement obligations (including, without limitation, to reimburse LC Disbursements), obligations to post cash collateral in respect of Letters of Credit and other obligations of Obligors

with respect to Letters of Credit, (c) interest, expenses, fees, indemnification obligations, Extraordinary Expenses and other amounts payable by the Obligors under the Loan Documents (including, without limitation, interest accruing at the then applicable rate provided in this Agreement after the maturity of the Loans and LC Exposure and interest accruing at the then applicable rate provided in this Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to Holdings, MidCo, the Parent, the Borrower, any of its Subsidiaries or any Guarantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), (d) payments in respect of an early termination of Secured Swap Obligations, and (e) other Debts, amounts, fees, expenses, indemnities, costs, obligations and liabilities of any kind owing by Obligors pursuant to the Loan Documents, any Secured Swap Agreement or any Secured Cash Management Agreement, whether now existing or hereafter arising, whether evidenced by a note or other writing, whether allowed in any Insolvency Proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether direct or indirect, absolute or contingent, due or to become due, primary or secondary, or joint or several.

"OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control.

"Oil and Gas Properties" means (a) Hydrocarbon Interests; (b) the Properties now or hereafter pooled or unitized with Hydrocarbon Interests; (c) all presently existing or future unitization, pooling agreements and declarations of pooled units and the units created thereby (including without limitation all units created under orders, regulations and rules of any Governmental Authority) which may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including production sharing contracts and agreements, which relate to any of the Hydrocarbon Interests or the lands pooled or unitized therewith, or the production, sale, purchase, exchange, treatment, processing, handling, storage, transporting or marketing of Hydrocarbons from or attributable to such Hydrocarbon Interests or the lands pooled or unitized therewith; (e) all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests or the lands pooled or unitized therewith, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests or the lands pooled or unitized therewith; (f) all tenements, hereditaments, appurtenances and Properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests or the lands pooled or unitized therewith and (g) all Properties, rights, titles, interests and estates, real or personal, now owned or hereafter acquired and situated upon, or used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or the lands pooled or unitized therewith, or with the production, sale, purchase, exchange, treatment, processing, handling, storage, transporting or marketing of Hydrocarbons from or attributable to such Hydrocarbon Interests or the lands pooled or unitized therewith, including any and all oil wells, gas wells, injection wells or other wells, buildings, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, pipelines, sales and flow lines, gathering lines and systems, field gathering systems, salt water disposal facilities, tanks and tank batteries, processing plants, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, facilities, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements, servitudes, licenses and other surface and subsurface rights together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing. Unless otherwise indicated herein, each reference to the term "Oil and Gas Properties" shall mean Oil and Gas Properties of the Borrower and the Restricted Subsidiaries.

"Old Holdings" means Linn Energy, Inc., a Delaware corporation.

"Organizational Documents" means, with respect to any Person, its charter, certificate or articles of incorporation or formation, bylaws, articles of organization, limited liability agreement, operating agreement, members agreement, shareholders agreement, partnership agreement, certificate of partnership, certificate of formation, voting trust agreement, or similar agreement or instrument governing the formation or operation of such Person.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means all present or future stamp, court, documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a Lien under, or otherwise with respect to, this Agreement and any other Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 5.04).

"Parent" has the meaning assigned to such term in the preamble.

"Participant" has the meaning assigned to such term in Section 12.04(c)(i).

"Participant Register" has the meaning assigned to such term in Section 12.04(c)(i).

"Patriot Act" has the meaning assigned to such term in Section 12.16.

"PBGC" means the Pension Benefit Guaranty Corporation, or any successor thereto.

"Permian-TX Assets" means any Oil and Gas Properties located in the Permian Basin, primarily in Andrews, Crane, Crockett, Dawson, Ector, Garza, Glasscock, Hockley, Howard, Irion, Martin, Midland, Mitchell, Pecos, Schleicher, Shackelford, Stonewall, Val Verde, Upton, Ward, and Winkler County, Texas.

"Permian-NM Assets" means any Oil and Gas Properties in New Mexico, primarily in Lea and Eddy County.

"Permitted Asset Sale Properties" means, individually or collectively as the context may require, the Scoop/Stack Assets, the Merge Assets, the Chisholm Midstream Assets, the South Texas Assets, the Permian-TX Assets, the Permian-NM Assets, the Williston Assets and the Drunkards Wash Assets.

"Permitted Holder" means a Person or "group" (within the meaning of Rule 13d-5 of the Exchange Act) issued Equity Interests on February 28, 2017 as part of the Plan Rights Offering or any Affiliate of such Person or "group" (within the meaning of Rule 13d-5 of the Exchange Act).

"Permitted Joint Venture" means a joint venture structured as a limited liability company or a corporation that (a) is not Controlled by an Obligor and (b) receives a contribution of all or a substantial part of the Permitted Asset Sale Properties. Roan Resources LLC is a Permitted Joint Venture.

"Permitted Refinancing Debt" means unsecured senior or unsecured senior subordinated Debt securities (whether registered or privately placed and whether convertible into Equity Interests or not), issued or incurred by Holdings (for purposes of this definition, "new Debt") incurred in exchange for, or proceeds of which are used to refinance, refund, renew, replace or extend all or any portion of the Permitted Senior Notes (the "Refinanced Debt") or all or any portion of any Refinanced Debt; provided that (a) such new Debt is in an aggregate principal amount not in excess of the aggregate principal amount then outstanding of the Refinanced Debt, plus an amount necessary to pay accrued and unpaid interest and any fees and expenses, including premiums related to such exchange, refinancing, refunding, renewal, replacement or extension and original issue discount, related to such new Debt; (b) such new Debt does not have any scheduled principal amortization prior to the date that is 180 days after the Maturity Date; (c) such new Debt does not mature sooner than the date that is 180 days after the Maturity Date; (d) the terms and conditions of such new Debt and any guarantees thereof, taken as a whole, are not materially less favorable to the Borrower and its Restricted Subsidiaries as market terms for issuers of similar size and credit quality given the then prevailing market conditions as reasonably determined by the Borrower in good faith and are not more restrictive, taken as a whole, than those contained in this Agreement and the other Loan Documents or the Refinanced Debt, as reasonably determined by the Borrower in good faith; (e) no Subsidiary or other Person is required to guarantee such new Debt unless such Subsidiary or other Person has guaranteed the Obligations pursuant to the Guarantee and Collateral Agreement; and (f) if such new Debt is senior subordinated Debt, such Debt is expressly subordinate to the payment in full of all of the Obligations on terms and conditions reasonably satisfactory to the Administrative Agent.

"Permitted Senior Notes" means any unsecured senior or unsecured senior subordinated Debt securities (whether registered or privately placed and whether convertible into Equity Interests or not) issued or incurred by Holdings, as issuer, as the same may from time to time be amended, modified, supplemented or restated to the extent permitted by Section 9.04(b).

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity of whatever nature.

"Plan" means any employee pension benefit plan, as defined in Section 3(2) of ERISA, that is subject to Title IV of ERISA or Section 412 of the Code and (a) is currently or hereafter sponsored, maintained or contributed to by the Borrower, any of its Subsidiaries or an ERISA Affiliate or (b) was at any time during the six calendar years preceding the date hereof, sponsored, maintained or contributed to by the Borrower, any of its Subsidiaries or an ERISA Affiliate.

"Plan of Reorganization" means the plan of reorganization filed by Linn Energy, LLC and its Affiliates with the United States Bankruptcy Court for the Southern District of Texas on December 3, 2016, as amended or supplemented from time to time, and confirmed by the Bankruptcy Court on January 24, 2017.

"Plan Rights Offering" means the offering of rights to purchase shares of Old Holdings and the issuance of such shares at an aggregate price of $530,000,000 in accordance with the terms of the Plan of Reorganization.

"Prime Rate" means the rate of interest per annum publicly announced from time to time by Royal Bank of Canada as its prime rate in effect at its principal office in Toronto, Canada; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective. Such rate is set by Royal Bank of Canada as a general reference rate of interest, taking into account such factors as Royal Bank of Canada may deem appropriate; it being understood that many of the commercial or other loans of Royal Bank of Canada are priced in relation to such rate, that it is not necessarily the lowest or best rate actually charged to any customer and that Royal Bank of Canada may make various commercial or other loans at rates of interest having no relationship to such rate.

"Pro Forma Net Leverage Ratio" means, with respect to Holdings and its Consolidated Restricted Subsidiaries, as of any date of determination, the ratio of (a) Total Net Debt as of such date determined on a pro forma basis after giving effect to any applicable transactions to occur on such date to (b) EBITDA for the period of four consecutive fiscal quarters most recently ended prior to such date for which financial statements have been delivered pursuant to Section 8.01(a) or (b).

"Pro Forma Total Leverage Ratio" means, with respect to Holdings and its Consolidated Restricted Subsidiaries, as of any date of determination, the ratio of (a) Total Debt as of such date determined on a pro forma basis after giving effect to any applicable transactions to occur on such date to (b) EBITDA for the period of four consecutive fiscal quarters most recently ended prior to such date for which financial statements have been delivered pursuant to Section 8.01(a) or (b).

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, cash, securities, accounts and contract rights.

"Proposed Borrowing Base" has the meaning assigned to such term in Section 2.07(c)(i).

"Proposed Borrowing Base Notice" has the meaning assigned to such term in Section 2.07(c)(ii).

"proved", with respect to any Oil and Gas Properties, has the meaning assigned to the term "Proved Reserves" in the Definitions of Oil and Gas Reserves as promulgated by the Society of Petroleum Engineers (or any generally recognized successor) as in effect at the time in question.

"Qualified ECP Counterparty" means, in respect of any Swap Obligation, the Borrower and each Guarantor that (a) has total assets exceeding $10,000,000 at the time any guarantee of obligations under such Swap Agreement or grant of the relevant security interest to secure such Swap Agreement becomes effective or (b) otherwise constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another Person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"RBC" has the meaning assigned to such term in the preamble.

"Recipient" means (a) the Administrative Agent, (b) any Lender and (c) any Issuing Bank, as applicable.

"Redemption" means with respect to any Debt, the repurchase, redemption, prepayment, repayment or defeasance or any other acquisition or retirement for value (or the segregation of funds with respect to any of the foregoing) of any such Debt. "Redeem" has the correlative meaning thereto.

"Redetermination Date" means, with respect to any Scheduled Redetermination or any Interim Redetermination, the date that the redetermined Borrowing Base related thereto becomes effective pursuant to Section 2.07(d).

"Reference Period" has the meaning assigned to such term in the definition of Consolidated Net Income.

"Register" has the meaning assigned to such term in Section 12.04(b)(ii).

"Regulation D" means Regulation D of the Board, as the same may be amended, supplemented or replaced from time to time.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors (including attorneys, accountants and experts), controlling Persons, holders of Equity Interests, partners, members, trustees, managers, administrators and other representatives of such Person and such Person's Affiliates, and the respective successors and assigns of each of the foregoing.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, dumping, or disposing.

"Remedial Work" has the meaning assigned to such term in Section 8.09(a).

"Replacement Holdings" has the meaning assigned to such term in Section 12.23.

"Replacement Holdings Effective Date" has the meaning assigned to such term in Section 12.23.

"Required Lenders" means, at any time while no Loans or LC Exposure are outstanding, Lenders having at least sixty-six and two-thirds percent (66-⅔%) of the sum of the Aggregate Maximum Credit Amounts; and at any time while any Loans or LC Exposure are outstanding, Lenders holding at least sixty-six and two-thirds percent (66-⅔%) of the outstanding aggregate

principal amount of the Loans and participation interests in Letters of Credit (without regard to any sale by a Lender of a participation in any Loan under Section 12.04(c)); provided that the Maximum Credit Amount and the outstanding principal amount of the Loans of, and the participation interests in Letters of Credit held by, each Defaulting Lender (if any) shall be excluded from the determination of Required Lenders to the extent set forth in Section 4.04(c)(ii).

"Reserve Report" means a report, in form and substance reasonably satisfactory to the Administrative Agent, setting forth, as of each December 31st or June 30th (or such other date in the event of an Interim Redetermination) the oil and gas reserves attributable to the Oil and Gas Properties of the Borrower and the Restricted Subsidiaries, together with a projection of the rate of production and future net income, taxes, operating expenses and capital expenditures with respect thereto as of such date, based upon the economic assumptions consistent with the Administrative Agent's lending requirements at the time. On and from the Effective Date until a new Reserve Report is delivered hereunder, the Reserve Report shall mean the Initial Reserve Report.

"Reserve Report Certificate" has the meaning assigned to such term in Section 8.11(c).

"Responsible Officer" means, as to any Person, the chief executive officer, the president, any Financial Officer or any vice president of such Person (or in the case of any Person that is a partnership, of such Person's general partner). Unless otherwise specified, all references to a Responsible Officer herein means a Responsible Officer of the Borrower.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other Property) with respect to any Equity Interests in the Obligors or the Restricted Subsidiaries, or any payment (whether in cash, securities or other Property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in the Obligors or the Restricted Subsidiaries or any option, warrant or other right to acquire any such Equity Interests in the Obligors or the Restricted Subsidiaries.

"Restricted Subsidiary" means any Subsidiary of the Borrower that is not an Unrestricted Subsidiary.

"Revolving Credit Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Loans and its LC Exposure at such time.

"Roan Holdco" means Roan Holdco, LLC, a Delaware limited liability company.

"Roan Resources" means Roan Resources LLC, a Delaware limited liability company.

"RP/Investment Conditions" means that: (a) no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing or would result therefrom; (b) at least 75% of the Commitments are unused; and (c) the Pro Forma Total Leverage Ratio is equal to or less than 2.00 to 1.00.

"S&P" means S&P Global Ratings, a division of S&P Global Inc., and any successor thereto that is a nationally recognized rating agency.

"Sale and Leaseback Transaction" means, with respect to any Person, any arrangement, directly or indirectly, whereby such Person shall sell or transfer any Property used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such Property or other Property that it intends to use for substantially the same purpose or purposes as the Property being sold or transferred.

"Sanctioned Country" means, at any time, a country, region or territory which is, or whose government is, the subject or target of any Sanctions broadly restricting or prohibiting dealings with such country, region, territory or government.

"Sanctioned Person" means, at any time, any Person with whom dealings are restricted or prohibited under Sanctions, including (a) any Person listed in any Sanctions-related list of designated or identified Persons maintained by the United States (including by OFAC, the U.S. Department of State, or the U.S. Department of Commerce), the United Nations Security Council, the European Union or any of its member states, Her Majesty's Treasury, Switzerland or any other relevant authority, (b) any Person located, organized or resident in, or any Governmental Authority or governmental instrumentality of, a Sanctioned Country or (c) any Person directly or indirectly owned by, controlled by, or acting for the benefit or on behalf of, any Person described in clauses (a) or (b) hereof.

"Sanctions" means economic or financial sanctions or trade embargoes or restrictive measures enacted, imposed, administered or enforced from time to time by (a) the U.S. government, including OFAC, the U.S. Department of State, or the U.S. Department of Commerce (b) the United Nations Security Council; (c) the European Union or any of its member states; (d) Her Majesty's Treasury; (e) Switzerland; or (f) any other relevant authority.

"Scheduled Redetermination" has the meaning assigned to such term in Section 2.07(b).

"Scheduled Redetermination Date" means the date on which the Borrowing Base that has been redetermined pursuant to a Scheduled Redetermination becomes effective as provided in Section 2.07(d).

"Scoop / Stack Assets" means any Oil and Gas Properties located in the STACK play in North Western Oklahoma, north of the Merge and primarily in Blaine and Major Counties.

"SEC" means the Securities and Exchange Commission or any successor Governmental Authority.

"Second Amendment" means that certain Second Amendment to Credit Agreement, dated as of April 30, 2018, among the Borrower, the Parent, Holdings, Ultimate Holdings, the other Guarantors, the Administrative Agent and the Lenders party thereto.

"Second Amendment Effective Date" has the meaning assigned to such term in the Second Amendment.

"Secured Cash Management Agreement" means a Cash Management Agreement between (a) any Obligor and (b) a Secured Cash Management Provider.

"Secured Cash Management Obligations" means any and all amounts and other obligations owing by any Obligor to any Secured Cash Management Provider under any Secured Cash Management Agreement.

"Secured Cash Management Provider" means a Lender, an Affiliate of a Lender, the Administrative Agent or an Affiliate of the Administrative Agent.

"Secured Swap Agreement" means any Swap Agreement between any Obligor or any Restricted Subsidiary and any Person that is entered into prior to the time, or during the time, that such Person was, a Lender or an Affiliate of a Lender (including any such Swap Agreement in existence prior to the date hereof), even if such Person subsequently ceases to be a Lender (or an Affiliate of a Lender) for any reason (any such Person, a "Secured Swap Party"); provided that, for the avoidance of doubt, the term "Secured Swap Agreement" shall not include any Swap Agreement or transactions under any Swap Agreement entered into after the time that such Secured Swap Party ceases to be a Lender or an Affiliate of a Lender.

"Secured Swap Obligations" means all amounts and other obligations owing to any Secured Swap Party under any Secured Swap Agreement (other than Excluded Swap Obligations).

"Secured Swap Party" has the meaning assigned to such term in the definition of Secured Swap Agreement.

"Securities Account" has the meaning assigned to such term in the UCC.

"Security Instruments" means collectively each of the Guarantee and Collateral Agreement, each Account Control Agreement, intellectual property security agreements, subordination agreements, intercreditor agreements, landlord lien waivers, bailee agreements, financing statements, mortgages, deeds of trust and other agreements, instruments, consents or certificates, and any and all other agreements or instruments now or hereafter executed by the Borrower or any other Obligor (other than Secured Swap Agreements or Secured Cash Management Agreements or participation or similar agreements between any Lender and any other lender or creditor with respect to any Obligations pursuant to this Agreement) in connection with, or as security for the payment or performance of the Obligations, the Notes, this Agreement, or reimbursement obligations under the Letters of Credit, as such agreements may be amended, modified, supplemented or restated from time to time.

"Solvent" means with respect to any Person (a) the aggregate assets of such Person at a fair valuation exceed the aggregate Debt of such Person, (b) such Person has not incurred, and does not intend to incur, and does not believe that they will incur or have incurred Debt beyond their ability to pay such Debt (after taking into account the timing and amounts of cash to be received by such Person and the timing and amounts to be payable on or in respect of such Person's liabilities) as such Debt becomes absolute and matures, and (c) such Person does not have (and does not have reason to believe such Person will have at any time) unreasonably small capital for the conduct of its business.

"Solvency Certificate" means the Solvency Certificate substantially in the form of Exhibit H.

"South Texas Assets" means any Oil and Gas Properties located in southern Texas, including any Oil and Gas Properties in Austin, Brazoria, Brooks, Colorado, Crockett, Duval, Fayette, Goliad, Hardin, Harris, Hidalgo, Hockley, Jefferson, Jim Hogg, Jim Wells, Kenedy, Liberty, Matagorda, Montgomery, Nueces, Orange, Pecos, San Jacinto, Schleicher, Shackelford, Starr, Stonewall, Titus, Upshur, Val Verde, Victoria, Webb, Wharton, Willacy, Wood, and Zapata County, Texas.

"Spinoff Part I Effective Date" has the meaning assigned to such term in the Second Amendment.

"Spinoff Part II Effective Date" has the meaning assigned to such term in Section 12.22

"Spinoff Part I Transactions" means, collectively, (a) the formation of (i) New LINN by Old Holdings and (ii) MidCo by New LINN; and (b) the merger of Old Holdings with and into MidCo, with MidCo surviving such merger, with the holders of Equity Interests in Old Holdings receiving Equity Interests in New LINN on account of their respective Equity Interests in Old Holdings. Immediately after giving effect to the Spinoff Part I Transactions, (A) the holders of Equity Interests in Old Holdings shall own 100% of New LINN, (B) MidCo shall be a direct Wholly-Owned Subsidiary of New LINN and (C) (1) MidCo shall directly own and control at least 90% of the economic Equity Interests of the Parent and 100% of the voting Equity Interests of the Parent or (2) in the event that all of the Equity Interests in the Parent held by the Obligors' directors, officers and employees through an aggregator entity are converted into Equity Interests in Holdings and such aggregator entity is then dissolved, MidCo shall directly own and control 100% of the economic and voting Equity Interests of the Parent.

"Spinoff Part II Transactions" means, collectively, (a) the distribution by the Borrower of 100% of the Equity Interests in Ultimate Holdings to the Parent, by the Parent to MidCo and by MidCo to New LINN, (b) the contribution by New LINN of 100% of the Equity Interests in MidCo to Ultimate Holdings, (c) the distribution by New LINN of 100% of the Equity Interests in Ultimate Holdings to the holders of Equity Interests in New LINN (and, if applicable, the sale of any such Equity Interests in Ultimate Holdings necessary to fund any foreign withholding tax obligations with respect to such distribution) and (d) the conversion of Ultimate Holdings from a Delaware limited liability company into a Delaware corporation. Immediately after giving effect to the Spinoff Part II Transactions, (i) the holders of Equity Interests in New LINN shall own 100% of Ultimate Holdings, (ii) Ultimate Holdings shall succeed New LINN as "Holdings" under this Agreement as set forth in the definition of "Holdings" and where used in each of the Loan Documents, (iii) MidCo shall be a direct Wholly-Owned Subsidiary of Ultimate Holdings, (iv) (A) MidCo shall directly own and control at least 90% of the economic Equity Interests of the Parent and 100% of the voting Equity Interests of the Parent or (B) in the event that all of the Equity Interests in the Parent held by the Obligors' directors, officers and employees through an aggregator entity are converted into Equity Interests in Holdings and such aggregator entity is then dissolved, MidCo shall directly own and control 100% of the economic and voting Equity Interests of the Parent and (v) the Borrower shall be a direct Wholly-Owned Subsidiary of the Parent.

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject, with respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"subsidiary" means, with respect to any Person (the "parent") at any date, any other Person (a) of which Equity Interests representing more than 50% of the ordinary voting power for the election of the board of directors (or equivalent governing body) (irrespective of whether or not at the time Equity Interests of any other class or classes of such Person shall have or might have voting power by reason of the happening of any contingency) or, in the case of a partnership, any general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, in each case, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" means any direct or indirect subsidiary of the Borrower; provided that the term "Subsidiary" may also refer to a subsidiary of another Obligor as the context may require (for example, the phrases "Holdings and its Subsidiaries" and "the Obligors and their respective Subsidiaries" refer to Holdings and its subsidiaries (including MidCo, the Parent and the Borrower)); *provided*, that notwithstanding anything to the contrary herein, no Permitted Joint Venture shall be a Subsidiary.

"Subsidiary Guarantor" means each Restricted Subsidiary of the Borrower that is a Guarantor.

"Super Majority Lenders" means, at any time while no Loans or LC Exposure is outstanding, Lenders having more than eighty percent (80%) of the Aggregate Maximum Credit Amounts; and at any time while any Loans or LC Exposure is outstanding, Lenders holding more than eighty percent (80%) of the outstanding aggregate principal amount of the Loans and participation interests in Letters of Credit (without regard to any sale by a Lender of a participation in any Loan under Section 12.04(c)); provided that the Maximum Credit Amount and the outstanding principal amount of the Loans of, and the participation interests in Letters of Credit held by, each Defaulting Lender (if any) shall be excluded from the determination of Super Majority Lenders to the extent set forth in Section 4.04(c)(ii).

"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement, whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities, emissions reduction, carbon sequestration or other environmental protection credits, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Obligors or the Restricted Subsidiaries shall be a Swap Agreement.

"Swap Obligations" means, with respect to the Borrower or any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"Swap PV" means, with respect to any Swap Agreement, the present value as of the applicable measurement date, discounted at 9% per annum, of the future receipts expected to be paid to the Obligors or any Restricted Subsidiary under such Swap Agreement netted against the Bank Price Deck in effect as of the most recent Proposed Borrowing Base Notice, as reasonably determined by the Administrative Agent; provided however, that the "Swap PV" shall never be less than $0.00.

"Swap Termination Value" means, in respect of any one or more Swap Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Agreements, (a) for any date on or after the date such Swap Agreements have been closed out and termination value(s) determined in accordance therewith, such termination value(s) and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Agreements, as determined by the counterparties to such Swap Agreements.

"Syndication Agent" has the meaning assigned to such term in the preamble.

"Synthetic Leases" means, in respect of any Person, all leases which shall have been, or should have been, in accordance with GAAP, treated as operating leases on the financial statements of the Person liable (whether contingently or otherwise) for the payment of rent thereunder and which were properly treated as indebtedness for borrowed money for purposes of United States federal income taxes, if the lessee in respect thereof is obligated to either purchase for an amount in excess of, or pay upon early termination an amount in excess of, 80% of the residual value of the Property subject to such operating lease upon expiration or early termination of such lease.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed, administered or assessed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Termination Date" means the earlier of the Maturity Date and the date of termination of the Commitments.

"Total Assets" shall mean, as of any date of determination with respect to any Person, the amount that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or any like caption) on a balance sheet of such Person at such date.

"Total Debt" means, on any date of determination, all Debt of the Borrower and the Consolidated Restricted Subsidiaries of the type described in (i) clauses (a), (d) and (e) of the definition of "Debt" and (ii) clauses (f), (g) and (k) of the definition of "Debt", but only to the extent such liabilities relate to Debt described in clause (i) of this definition.

"Total Net Debt" means, on any date of determination, (a) Total Debt minus (b) the positive difference (if any) between (i) the aggregate amount, not to exceed $100,000,000, of cash and Cash Equivalents held in Deposit Accounts or Securities Accounts of the Obligors that are subject to Account Control Agreements and (ii) the amount of any Borrowing Base Deficiency existing as of such date of determination.

"Transactions" means, with respect to (a) the Borrower, the execution, delivery and performance by the Borrower of this Agreement and each other Loan Document to which it is a party, the borrowing of Loans, the use of the proceeds thereof and the issuance of Letters of Credit hereunder, and the grant of Liens by the Borrower on Mortgaged Properties and other Properties pursuant to the Security Instruments, (b) each Guarantor, the execution, delivery and performance by such Guarantor of each Loan Document to which it is a party, the guaranteeing of the Obligations under the Guarantee and Collateral Agreement by such Guarantor and such Guarantor's grant of the security interests and provision of collateral under the Security Instruments, and the grant of Liens by such Guarantor on Mortgaged Properties and other Properties pursuant to the Security Instruments, (c) each Obligor, the payment of fees and expenses in connection with all of the foregoing and (d) each Obligor, the Spinoff Part I Transactions and the Spinoff Part II Transactions.

"Type" means, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Alternate Base Rate or the Adjusted LIBO Rate.

"Ultimate Holdings" means Riviera Resources, LLC, a Delaware limited liability company.

"Unrestricted Subsidiary" means (a) Roan Holdco (for so long as Roan Holdco remains a Subsidiary), (b) effective as of the Spinoff Part II Effective Date, Blue Mountain (for so long as Blue Mountain remains a Subsidiary) and (c) any Subsidiary of the Borrower designated by the Borrower as an Unrestricted Subsidiary after the date hereof in accordance with, and subject to the satisfaction of the conditions set forth in, Section 1.06.

"U.S. Person" means any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" has the meaning assigned to such term in Section 5.03(e)(ii)(B).

"Wells Fargo Default Interest LC" means the Letter of Credit issued on the First Amendment Effective Date for the benefit of Wells Fargo Bank, National Association, in an amount equal to $31,846,413.75, for the purpose of securing potential obligations of the Borrower pursuant to that certain Stipulation and Agreed Order Regarding Default Interest Litigation with Respect to Linn Energy, LLC entered by the United States Bankruptcy Court for the Southern District of Texas on August 4, 2017.

"Wholly-Owned Subsidiary" means any Restricted Subsidiary of which all of the outstanding Equity Interests (other than any directors' qualifying shares mandated by applicable law), on a fully-diluted basis, are owned by the Borrower or one or more of the Wholly-Owned Subsidiaries of the Borrower or are owned by the Borrower and one or more of the Wholly-Owned Subsidiaries of the Borrower.

"Williston Assets" means Oil and Gas Properties in North Dakota, South Dakota or Montana, primarily in Bowman, Dunn, McKenzie, Mountrail, and Williams Counties, North Dakota, Harding County, South Dakota, and Park and Sweet Grass Counties, Montana.

"Withholding Agent" means any Obligor and the Administrative Agent.

"Write-Down and Conversion Powers" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

Section 1.03 Types of Loans and Borrowings For purposes of this Agreement, Loans and Borrowings, respectively, may be classified and referred to by Type (e.g., a "Eurodollar Loan" or a "Eurodollar Borrowing").

Section 1.04 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in the Loan Documents), (b) any reference herein to any law shall be construed as referring to such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to the restrictions contained in the Loan Documents), (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) with respect to the determination of any time period, the word "from" means "from and including" and the word "to" means "to and including" and (f) any reference herein to Articles, Sections, Annexes, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement. No provision of this Agreement or any other Loan Document shall be interpreted or construed against any Person solely because such Person or its legal representative drafted such provision.

Section 1.05 Accounting Terms and Determinations; GAAP. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all determinations with respect to accounting matters hereunder shall be made, and all financial statements and certificates and reports as to financial matters required to be furnished to the Administrative Agent or the

Lenders hereunder shall be prepared, in accordance with GAAP, applied on a basis consistent with the Financial Statements except for changes in which Holdings' independent certified public accountants concur and which are disclosed to the Administrative Agent on the next date on which financial statements are required to be delivered to the Lenders pursuant to Section 8.01(a); provided that, unless the Borrower and the Majority Lenders shall otherwise agree in writing, no such change shall modify or affect the manner in which compliance with the covenants set forth in Section 9.01 are computed such that all such computations shall be conducted utilizing financial information presented consistently with prior periods. In the event that any Accounting Change shall occur and such change results in a change in the method or result of calculation of financial covenants, standards or terms, then the Lenders and the Obligors shall enter into negotiations in order to amend such provisions of the Loan Documents so as to equitably reflect such Accounting Changes with the desired result that the criteria for evaluating the Obligors' financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as such an amendment shall have been executed and delivered by the Obligors, the Administrative Agent and the Majority Lenders, all financial covenants, standards and terms in the Loan Documents shall continue to be calculated or construed as if such Accounting Changes had not occurred.

Section 1.06 Designation and Conversion of Restricted and Unrestricted Subsidiaries.

(a) Unless designated in writing to the Administrative Agent by the Borrower in accordance with clause (b) below, any Person that becomes a Subsidiary of the Borrower or any of its Restricted Subsidiaries after the Spinoff Part I Effective Date (whether by formation, acquisition or merger) shall be classified as a Restricted Subsidiary. On the Spinoff Part I Effective Date, all Subsidiaries of the Borrower (other than Roan Holdco) are Restricted Subsidiaries.

(b) The Borrower may designate, by prior or concurrent written notice thereof to the Administrative Agent, any Restricted Subsidiary (including a newly formed or newly acquired Subsidiary) as an Unrestricted Subsidiary, provided that (i) both before, and immediately after giving effect, to such designation, (A) no Default, Event of Default or Borrowing Base Deficiency exists or would result from such designation, (B) the Pro Forma Net Leverage Ratio shall not exceed 4.00 to 1.00 and the Borrower shall be in compliance, on a pro forma basis, with the financial covenant set forth in Section 9.01(b) (determined on a pro forma basis using Current Assets and Current Liabilities as of the last day of Holdings' most recently ended fiscal quarter for which financial statements have been delivered pursuant to Section 8.01(a) or (b)) and (C) the representations and warranties of the Obligors and the Restricted Subsidiaries contained in this Agreement and each of the other Loan Documents shall be true and correct in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects) on and as of such date as if made on and as of the date of such designation (or, if stated to have been made expressly as of an earlier date, were true and correct in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects) as of such date); (ii) such Subsidiary is not a "restricted subsidiary" for purposes of any indenture or other agreement governing Debt of the Obligors or a Restricted Subsidiary; (iii) such designation shall be deemed to be an Investment in an amount equal to the fair market value of the Borrower's direct and indirect ownership interest in such Subsidiary on

the date of such designation and such designation shall be permitted only to the extent such Investment is permitted under Section 9.05 on the date of such designation; (iv) such designation shall be deemed to be a Disposition pursuant to which the provisions of Section 2.07(f) shall apply; (v) after giving effect to such designation, the Borrower is in compliance with the requirements of Section 9.21(b); and (vi) the Administrative Agent shall have received a certificate of a Responsible Officer, in form and substance reasonably satisfactory to the Administrative Agent, certifying as to the satisfaction of the conditions and matters set forth in clauses (i)-(v) above (and in the case of clause (i)(B) above, setting forth reasonably detailed calculations demonstrating that the Pro Forma Net Leverage Ratio will not exceed 4.00 to 1.00 and the Borrower will be in compliance, on a pro forma basis, with the financial covenant set forth in Section 9.01(b) (determined on a pro forma basis using Current Assets and Current Liabilities as of the last day of Holdings' most recently ended fiscal quarter for which financial statements have been delivered pursuant to Section 8.01(a) or (b))). Except as provided in this Section 1.06, no Subsidiary may be designated (and no Restricted Subsidiary may be redesignated) as an Unrestricted Subsidiary.

(c) If, at any time, any Unrestricted Subsidiary would fail to meet the requirements for an Unrestricted Subsidiary set forth in Section 9.21(b), it shall thereafter cease to be an Unrestricted Subsidiary for purposes of this Agreement (and, for the avoidance of doubt, any Investment, Debt and Liens of such Subsidiary existing at such time shall be deemed to be incurred by such Subsidiary as of such time and, if such Investments, Debt and Liens are not permitted to be incurred as of such time under Article IX, an Event of Default shall occur).

(d) The Borrower may designate, by prior or concurrent written notice thereof to the Administrative Agent any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that (i) both before, and immediately after giving effect, to such designation, (A) no Default, Event of Default or Borrowing Base Deficiency exists or would result from such designation, (B) the Pro Forma Net Leverage Ratio shall not exceed 4.00 to 1.00 and the Borrower shall be in compliance, on a pro forma basis, with the financial covenant set forth in Section 9.01(b) (determined on a pro forma basis using Current Assets and Current Liabilities as of the last day of Holdings' most recently ended fiscal quarter for which financial statements have been delivered pursuant to Section 8.01(a) or (b)) and (C) the representations and warranties of the Obligors and the Restricted Subsidiaries contained in this Agreement and each of the other Loan Documents shall be true and correct in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects) on and as of such date as if made on and as of the date of such designation (or, if stated to have been made expressly as of an earlier date, were true and correct in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects) as of such date), (ii) the designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence at the time of designation of any Investment, Debt, or Liens of such Subsidiary existing at such time, and the Borrower shall be in compliance with Article IX after giving effect to such designation, (iii) immediately after giving effect to such designation, the Borrower and such Subsidiary shall be in compliance with the requirements of Section 8.13 and (iv) the Administrative Agent shall have received a certificate of a Responsible Officer, in form and substance reasonably satisfactory to the Administrative Agent, certifying as to the satisfaction of the conditions and matters set forth in clauses (i)-(iii) above (and in the case of clause (i)(B) above, setting forth reasonably detailed calculations demonstrating that the Pro Forma Net Leverage Ratio

will not exceed 4.00 to 1.00 and the Borrower will be in compliance, on a pro forma basis, with the financial covenant set forth in Section 9.01(b) (determined on a pro forma basis using Current Assets and Current Liabilities as of the last day of Holdings' most recently ended fiscal quarter for which financial statements have been delivered pursuant to Section 8.01(a) or (b))).

ARTICLE II
The Credits

Section 2.01 Commitments. Subject to the terms and conditions set forth herein, each Lender severally agrees to make Loans to the Borrower during the Availability Period in an aggregate principal amount that will not result in (a) such Lender's Revolving Credit Exposure exceeding such Lender's Commitment or (b) the total Revolving Credit Exposures exceeding the total Commitments. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, repay and reborrow the Loans.

Section 2.02 Loans and Borrowings.

(a) Borrowings; Several Obligations. Each Loan shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Types of Loans. Subject to Section 3.03, each Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower may request in accordance herewith. Each Lender at its option may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) Minimum Amounts; Limitation on Number of Borrowings. At the commencement of each Interest Period for any Eurodollar Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of $500,000 and not less than $1,000,000. At the time that each ABR Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of $250,000 and not less than $1,000,000; provided that an ABR Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Commitments or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.08(e). Borrowings of more than one Type may be outstanding at the same time; provided that there shall not at any time be more than a total of twelve (12) Eurodollar Borrowings outstanding. Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

(d) Notes. Upon the request of a Lender, the Loans made by such Lender shall be evidenced by a single promissory note of the Borrower in substantially the form of Exhibit A, dated (i) as of the date of this Agreement in the case of any Lender party hereto as of the date of this Agreement, and (ii) as of the effective date of the Assignment and Assumption in the case of

any Lender that becomes a party hereto pursuant to an Assignment and Assumption, in each case payable to such Lender in a principal amount equal to its Maximum Credit Amount as in effect on such date, and otherwise duly completed. In the event that any Lender's Maximum Credit Amount increases or decreases for any reason (whether pursuant to Section 2.06, Section 12.04(b) or otherwise), the Borrower shall, upon the request of such Lender, deliver or cause to be delivered on the effective date of such increase or decrease, a new Note payable to such Lender in a principal amount equal to its Maximum Credit Amount after giving effect to such increase or decrease, and otherwise duly completed, and such Lender shall promptly return to the Borrower the previously issued Note held by such Lender. The date, amount, Type, interest rate and, if applicable, Interest Period of each Loan made by each Lender, and all payments made on account of the principal thereof, shall be recorded by such Lender on a Schedule attached to such Note or any continuation thereof or on any separate record maintained by such Lender. Failure to make any such notation or to attach a Schedule shall not affect any Lender's or the Borrower's rights or obligations in respect of such Loans or affect the validity of such transfer by any Lender of its Note.

Section 2.03 Requests for Borrowings. Each Borrowing shall be subject to each of the conditions set forth in Section 6.02. To request a Borrowing, the Borrower shall notify the Administrative Agent of such request by telephone (a) in the case of a Eurodollar Borrowing, not later than 11:00 a.m., Houston time, three Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 12:00 noon, Houston time, on the date of the proposed Borrowing; provided that no such notice shall be required for any deemed request of an ABR Borrowing to finance the reimbursement of an LC Disbursement as provided in Section 2.08(e). Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery, fax or electronic communication to the Administrative Agent of a written Borrowing Request signed by the Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

(a) the aggregate amount of the requested Borrowing;

(b) the date of such Borrowing, which shall be a Business Day;

(c) whether such Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing;

(d) in the case of a Eurodollar Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period";

(e) the amount of the then effective Borrowing Base, the current total Revolving Credit Exposures (without regard to the requested Borrowing) and the pro forma total Revolving Credit Exposures (giving effect to the requested Borrowing);

(f) the Consolidated Cash Balance (without regard to the requested Borrowing) and the pro forma Consolidated Cash Balance (giving effect to the requested Borrowing and the anticipated use of proceeds thereof within three Business Days);

(g) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.05; and

(h) each of the conditions set forth in Section 6.02 has been satisfied.

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Each Borrowing Request shall constitute a representation that (i) the amount of the requested Borrowing shall not cause the total Revolving Credit Exposures to exceed the total Commitments (i.e., the lesser of the Aggregate Maximum Credit Amounts and the then effective Borrowing Base) and (ii) after giving pro forma effect to the requested Borrowing, the Consolidated Cash Balance shall not exceed $70,000,000.

Promptly following receipt of a Borrowing Request in accordance with this Section 2.03, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

Section 2.04 Interest Elections.

(a) Conversion and Continuance. Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.04. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) Interest Election Requests. To make an election pursuant to this Section 2.04, the Borrower shall deliver to the Administrative Agent by hand delivery, fax or electronic communication an Interest Election Request signed by the Borrower by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such Interest Election Request shall be irrevocable.

(c) Information in Interest Election Requests. Each telephonic and written Interest Election Request shall specify the following information:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to Section 2.04(c)(iii) and (iv) shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Notice to Lenders by the Administrative Agent. Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) Effect of Failure to Deliver Timely Interest Election Request and Events of Default and Borrowing Base Deficiencies on Interest Election. If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be continued as a Eurodollar Loan having an Interest Period of one month. Notwithstanding any contrary provision hereof, (i) if an Event of Default has occurred and is continuing: (A) no outstanding Borrowing may be converted to or continued as a Eurodollar Borrowing (and any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective) and (B) unless repaid, each Eurodollar Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto; and (ii) if a Borrowing Base Deficiency exists: (A) outstanding Borrowings in excess of the Borrowing Base then in effect may not be converted or continued as Eurodollar Borrowings and (B) unless sooner repaid, any Eurodollar Borrowing in excess of the Borrowing Base then in effect shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

Section 2.05 Funding of Borrowings.

(a) Funding by Lenders. Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 1:00 p.m., Houston time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an Account of the Borrower subject to an Account Control Agreement and designated by the Borrower in the applicable Borrowing Request; provided that ABR Loans made to finance the reimbursement of an LC Disbursement as provided in Section 2.08(e) shall be remitted by the Administrative Agent to the Issuing Bank that made such LC Disbursement. Nothing herein shall be deemed to obligate any Lender to obtain the funds for its Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for its Loan in any particular place or manner.

(b) Presumption of Funding by the Lenders. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.05(a) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period.

Section 2.06 Termination and Reduction of Aggregate Maximum Credit Amounts.

(a) Scheduled Termination of Commitments. Unless previously terminated, the Commitments shall terminate on the Maturity Date. If at any time the Aggregate Maximum Credit Amounts are terminated or reduced to zero, then the Commitments shall terminate on the effective date of such termination or reduction.

(b) Optional Termination and Reduction of Aggregate Maximum Credit Amounts.

(i) The Borrower may at any time terminate, or from time to time reduce, the Aggregate Maximum Credit Amounts; provided that (A) each reduction of the Aggregate Maximum Credit Amounts shall be in an amount that is an integral multiple of $500,000 and not less than $1,000,000 and (B) the Borrower shall not terminate or reduce the Aggregate Maximum Credit Amounts if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 3.04(c), the total Revolving Credit Exposures would exceed the total Commitments.

(ii) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Aggregate Maximum Credit Amounts under Section 2.06(b)(i) at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section 2.06(b)(ii) shall be irrevocable; provided that a notice of reduction or termination of the Aggregate Maximum Credit Amounts delivered by the Borrower may state that such notice is conditioned upon (i) the effectiveness of other credit facilities or other securities offerings or (ii) the consummation of a Change of Control, in which case such notice

may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Aggregate Maximum Credit Amounts shall be permanent and may not be reinstated. Each reduction of the Aggregate Maximum Credit Amounts shall be made ratably among the Lenders in accordance with each Lender's Applicable Percentage.

Section 2.07 Borrowing Base.

(a) Initial Borrowing Base. For the period from and including the Second Amendment Effective Date to but excluding the first Redetermination Date to occur thereafter, the amount of the Borrowing Base shall be $425,000,000. Notwithstanding the foregoing, the Borrowing Base may be subject to further adjustments from time to time pursuant to Section 2.07(e), Section 2.07(f) or Section 8.12(c).

(b) Scheduled and Interim Redeterminations. The Borrowing Base shall be redetermined in accordance with this Section 2.07 and subject to Section 2.07(d), such redetermined Borrowing Base shall become effective and applicable to the Borrower, the Administrative Agent, each Issuing Bank and the Lenders on March 15, 2018 (the "March 2018 Redetermination"), and thereafter semi-annually on April 1st and October 1st of each year, commencing October 1, 2018 (together with the March 2018 Redetermination, each a "Scheduled Redetermination"). In addition, the Borrower may, by notifying the Administrative Agent thereof, and the Administrative Agent may, at the direction of the Required Lenders, by notifying the Borrower thereof, one time each calendar year, each elect to cause the Borrowing Base to be redetermined (each, an "Interim Redetermination") in accordance with this Section 2.07. In addition, the Borrower may, by notice to the Administrative Agent thereof, request an additional Interim Redetermination upon any acquisition of proved Oil and Gas Properties whose purchase price is greater than five percent (5%) of the Borrowing Base then in effect.

(c) Scheduled and Interim Redetermination Procedure. Each Scheduled Redetermination and each Interim Redetermination shall be effectuated as follows:

(i) Upon receipt by the Administrative Agent of (A) the Reserve Report and the certificate required to be delivered by the Borrower to the Administrative Agent, in the case of a Scheduled Redetermination, pursuant to Section 8.11(a) and (c), and, in the case of an Interim Redetermination, pursuant to Section 8.11(b) and (c), and (B) such other reports, data and supplemental information, including, without limitation, the information provided pursuant to Section 8.11(c), as may, from time to time, be reasonably requested by the Required Lenders (the Reserve Report, such certificate and such other reports, data and supplemental information being the "Engineering Reports"), the Administrative Agent shall evaluate the information contained in the Engineering Reports and shall, in good faith, propose a new Borrowing Base (the "Proposed Borrowing Base") based upon such information and such other information (including, without limitation, the status of title information with respect to the Oil and Gas Properties as described in the Engineering Reports and the existence of any other Debt) as the Administrative Agent, in good faith, deems appropriate and consistent with its normal oil and gas lending criteria as it exists at the particular time. In no event shall the Proposed Borrowing Base exceed the Aggregate Maximum Credit Amounts. For the avoidance of doubt, in the case of an Interim Redetermination, the Administrative Agent may utilize the Engineering Reports delivered in connection with the last Scheduled Determination, provided, however, the Administrative Agent may in its sole discretion request Borrower-generated supplemental Engineering Reports in connection with such Interim Redetermination.

(ii) The Administrative Agent shall notify the Borrower and the Lenders of the Proposed Borrowing Base (the "Proposed Borrowing Base Notice"):

(A) in the case of a Scheduled Redetermination (1) if the Administrative Agent shall have received the Engineering Reports required to be delivered by the Borrower pursuant to Section 8.11(a) and (c) in a timely and complete manner, then on or before March 15th and September 15th of such year (or, in the case of the March 2018 Redetermination, on or before February 28, 2018) following the date of delivery of such Engineering Reports or (2) if the Administrative Agent shall not have received the Engineering Reports required to be delivered by the Borrower pursuant to Section 8.11(a) and (c) in a timely and complete manner, then promptly after the Administrative Agent has received complete Engineering Reports from the Borrower and has had a reasonable opportunity to determine the Proposed Borrowing Base in accordance with Section 2.07(c)(i) and in any event, within fifteen (15) days after the Administrative Agent has received the required Engineering Reports; and

(B) in the case of an Interim Redetermination, promptly, and in any event, within fifteen (15) days after the Administrative Agent has received the required Engineering Reports.

(iii) Any Proposed Borrowing Base must be approved or deemed to have been approved by the Lenders (in each Lender's sole discretion) as provided in this Section 2.07(c)(iii). Upon receipt of the Proposed Borrowing Base Notice, each Lender shall have fifteen (15) days to agree with the Proposed Borrowing Base or disagree with the Proposed Borrowing Base by proposing an alternate Borrowing Base. If at the end of such fifteen (15) days, any Lender has not communicated its approval or disapproval in writing to the Administrative Agent, such silence shall be deemed to be an approval of the Proposed Borrowing Base. If, at the end of such 15-day period, all of the Lenders, in the case of a Proposed Borrowing Base that would increase the Borrowing Base then in effect, or the Required Lenders, in the case of a Proposed Borrowing Base that would decrease or maintain the Borrowing Base then in effect, have approved or deemed to have approved, as aforesaid, then the Proposed Borrowing Base shall become the new Borrowing Base effective on the date specified in Section 2.07(d). If, however, at the end of such fifteen (15) day period, all of the Lenders or the Required Lenders, as applicable, have not approved or been deemed to have approved the Proposed Borrowing Base, as aforesaid, then the Administrative Agent shall poll the Lenders to ascertain the highest Borrowing Base then acceptable to (x) in the case of a decrease or reaffirmation, a number of Lenders sufficient to constitute the Required Lenders and (y) in the case of an increase, all of the Lenders, and such amount shall become the new Borrowing Base, effective on the date specified in Section 2.07(d).

(d) Effectiveness of a Redetermined Borrowing Base. After a redetermined Borrowing Base is approved or is deemed to have been approved by all of the Lenders or the Required Lenders, as applicable, pursuant to Section 2.07(c)(iii), the Administrative Agent shall notify the Borrower and the Lenders (the "New Borrowing Base Notice") of the amount of the redetermined Borrowing Base, and such amount shall become the new Borrowing Base, effective and applicable to the Borrower, the Administrative Agent, each Issuing Bank and the Lenders:

(i) in the case of a Scheduled Redetermination, (A) if the Administrative Agent shall have received the Engineering Reports required to be delivered by the Borrower pursuant to Section 8.11(a) and (c) in a timely and complete manner, then on the April 1st or October 1st, as applicable (or, in the case of the March 2018 Redetermination, on March 1, 2018), following delivery of the New Borrowing Base Notice, or (B) if the Administrative Agent shall not have received the Engineering Reports required to be delivered by the Borrower pursuant to Section 8.11(a) and (c) in a timely and complete manner, then on the Business Day next succeeding delivery of the New Borrowing Base Notice; and

(ii) in the case of an Interim Redetermination, on the Business Day next succeeding delivery of the New Borrowing Base Notice.

Such amount shall then become the Borrowing Base until the next Scheduled Redetermination Date, the next Interim Redetermination Date or the next reduction or adjustment to the Borrowing Base, as applicable, under Section 2.07(e), Section 2.07(f) or Section 8.12(c), whichever occurs first.

(e) Reduction of Borrowing Base Upon Issuance of Permitted Senior Notes. Notwithstanding anything to the contrary contained herein, if any Obligor incurs any Debt constituting Permitted Senior Notes in reliance on Section 9.02(f), then the Borrowing Base then in effect shall be reduced immediately upon the date of such incurrence by an amount equal to the product of 0.25 multiplied by an amount equal to the stated principal amount of such Permitted Senior Notes. The Borrowing Base as so reduced shall become the new Borrowing Base immediately upon the date of such incurrence, effective and applicable to the Borrower, the Administrative Agent, the Issuing Banks and the Lenders on such date until the next redetermination or modification thereof hereunder. For purposes of this Section 2.07(e), if any such Debt is issued at a discount or otherwise sold for less than "par", the reduction shall be calculated based upon the stated principal amount without reference to such discount.

(f) Reduction of Borrowing Base Related to Dispositions of Borrowing Base Properties and/or Liquidation of Swap Agreements. If (i) any Swap Agreement to which the Borrower or any Restricted Subsidiary is a party is Liquidated or (ii) the Borrower or any Restricted Subsidiary Disposes of any Borrowing Base Properties or Equity Interests in any Restricted Subsidiary owning Borrowing Base Properties, and (A) the Swap PV of the Liquidated portion of such Swap Agreement or (B) the value attributable to such Disposed Borrowing Base Properties in the most recently delivered Reserve Report hereunder (or in the case of any Disposition of Equity Interests in any Restricted Subsidiary owning Borrowing Base Properties, the value attributable to such Borrowing Base Properties in the most recently delivered Reserve Report hereunder), as applicable, when combined with the sum of (I) the aggregate Swap PV of the Liquidated portion of all other Swap Agreements Liquidated since the most recent Scheduled Redetermination Date and (II) the aggregate value in the most recently delivered Reserve Report of all other Borrowing Base Properties Disposed of since the most recent Scheduled Redetermination Date (including in the case of any Disposition of Equity Interests in Restricted Subsidiaries owning Borrowing Base Properties, the aggregate value attributable to such

Borrowing Base Properties in the most recently delivered Reserve Report hereunder), exceeds five percent (5%) of the Borrowing Base as then in effect (as determined by the Administrative Agent), individually or in the aggregate, then the Borrowing Base then in effect shall be reduced by the Swap PV of the Liquidated portion of such Swap Agreement in the then effective Borrowing Base and/or the value assigned to such Disposed Borrowing Base Properties in the then effective Borrowing Base (as determined in good faith by the Administrative Agent), as the case may be. The Borrowing Base as so reduced shall become the new Borrowing Base immediately upon the date of such Disposition or Liquidation, as the case may be, effective and applicable to the Borrower, the Administrative Agent, the Issuing Banks and the Lenders on such date until the next redetermination or adjustment of the Borrowing Base hereunder. Notwithstanding the foregoing, from the period commencing on the First Amendment Effective Date through December 31, 2017, the Liquidation of any Swap Agreements covering up to 30 MMcf per day of calendar year 2017 gas production shall not constitute a Liquidation of a Swap Agreement solely for the purposes of this Section 2.07(f).

Section 2.08 Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein, the Borrower may request any Issuing Bank to, and such Issuing Bank shall, issue dollar-denominated Letters of Credit for the account of the Borrower or the Restricted Subsidiaries, in a form reasonably acceptable to the Administrative Agent and such Issuing Bank, at any time and from time to time during the Availability Period; provided further that the Borrower may not request the issuance, amendment, renewal or extension of Letters of Credit hereunder if a Borrowing Base Deficiency exists at such time or would exist as a result thereof. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, an Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. Each issuance, amendment, renewal or extension of a Letter of Credit shall be subject to the conditions set forth in Section 6.02. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrower shall hand deliver or fax (or transmit by electronic communication, if arrangements for doing so have been approved by the relevant Issuing Bank) to any Issuing Bank and the Administrative Agent (not less than three (3) Business Days in advance of the requested date of issuance, amendment, renewal or extension) a notice:

(i) requesting the issuance of a Letter of Credit or identifying the Letter of Credit issued by such Issuing Bank to be amended, renewed or extended;

(ii) specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day);

(iii) specifying the date on which such Letter of Credit is to expire (which shall comply with Section 2.08(c));

(iv) specifying the amount of such Letter of Credit;

(v) specifying the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit;

(vi) specifying the amount of the then effective Borrowing Base and whether a Borrowing Base Deficiency exists at such time, the current total Revolving Credit Exposures (without regard to the requested Letter of Credit or the requested amendment, renewal or extension of an outstanding Letter of Credit) and the pro forma total Revolving Credit Exposures (giving effect to the requested Letter of Credit or the requested amendment, renewal or extension of an outstanding Letter of Credit); and

(vii) confirming the conditions set for in Section 6.02 have been satisfied.

A Letter of Credit shall be issued, amended, renewed or extended only if (and each notice shall constitute a representation and warranty by the Borrower that) after giving effect to the requested issuance, amendment, renewal or extension, as applicable, (i) the LC Exposure shall not exceed the LC Commitment and (ii) the total Revolving Credit Exposures shall not exceed the total Commitments.

If requested by any Issuing Bank, the Borrower also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit; provided that, in the event of any conflict between such application and the terms of this Agreement, the terms of this Agreement shall control.

(c) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) unless satisfactorily collateralized or backstopped in the applicable Issuing Bank's sole discretion, the date selected by the Borrower that is no more than eighteen (18) months after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, no more than eighteen (18) months after such renewal or extension) and (ii) the date that is five Business Days prior to the Maturity Date.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the Issuing Bank that issues such Letter of Credit or the Lenders, each Issuing Bank that issues a Letter of Credit hereunder hereby grants to each Lender, and each Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of any Issuing Bank that issues a Letter of Credit hereunder, such Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the Borrower on the date due as provided in Section 2.08(e), or of any reimbursement payment required to be refunded to the Borrower for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this Section 2.08(d) in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default, the existence of a Borrowing Base Deficiency or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement. If any Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit issued by such Issuing Bank, the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 1:00 p.m., Houston time, on the date such LC Disbursement is made, if the Borrower shall have received notice of such LC Disbursement prior to 10:00 a.m., Houston time, on such date, or, if such notice has not been received by the Borrower prior to such time on such date, then not later than 1:00 p.m., Houston time, on (i) the Business Day the Borrower receives such notice, if such notice is received prior to 10:00 a.m., Houston time, or (ii) the Business Day immediately following the day the Borrower receives such notice, if such notice is not received prior to such time; provided that, unless the Borrower has notified the Administrative Agent that it intends to reimburse all or part of such LC Disbursement without using Loan proceeds or has submitted a Borrowing Request with respect thereto, if such LC Disbursement is not less than $1,000,000, the Borrower shall be deemed to have requested, and the Borrower does hereby request under such circumstances, that such payment be financed with an ABR Borrowing in an equivalent amount and, to the extent so financed, the Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Borrowing. If the Borrower fails to make such payment when due, the Administrative Agent shall notify each Lender of the applicable LC Disbursement, the payment then due from the Borrower in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the Borrower, in the same manner as provided in Section 2.05 with respect to Loans made by such Lender (and Section 2.05 shall apply, *mutatis mutandis*, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the Issuing Bank that issued such Letter of Credit the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this Section 2.08(e), the Administrative Agent shall distribute such payment to the Issuing Bank that issued such Letter of Credit or, to the extent that Lenders have made payments pursuant to this Section 2.08(e) to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear. Any payment made by a Lender pursuant to this Section 2.08(e) to reimburse any Issuing Bank for any LC Disbursement (other than the funding of ABR Borrowings as contemplated above) shall not constitute a Loan and shall not relieve the Borrower of its obligation to reimburse such LC Disbursement. Any LC Disbursement not reimbursed by the Borrower or funded as a Loan prior to 1:00 p.m., Houston time, shall bear interest for such day at the Alternate Base Rate plus the Applicable Margin.

(f) Obligations Absolute. The Borrower's obligation to reimburse LC Disbursements as provided in Section 2.08(e) shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit, any Letter of Credit Agreement or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by any Issuing Bank under a Letter of Credit issued by such Issuing Bank against presentation of a draft or other document that does not comply with the terms of such Letter of

Credit or any Letter of Credit Agreement, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section 2.08(f), constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. Neither the Administrative Agent, the Lenders nor any Issuing Bank, nor any of their Related Parties shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of any Issuing Bank; provided that the foregoing shall not be construed to excuse any Issuing Bank from liability to the Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of any Issuing Bank (as finally determined by a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised all requisite care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the Issuing Bank that issued such Letter of Credit may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. Each Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit issued by such Issuing Bank. Such Issuing Bank shall promptly notify the Administrative Agent and the Borrower by telephone (confirmed by fax or electronic communication) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse such Issuing Bank and the Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If any Issuing Bank shall make any LC Disbursement, then, until the Borrower shall have reimbursed such Issuing Bank for such LC Disbursement (either with its own funds or a Borrowing under Section 2.08(e)), the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrower reimburses such LC Disbursement, at the rate per annum then applicable to ABR Loans. Interest accrued pursuant to this Section 2.08(h) shall be for the account of such Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to Section 2.08(e) to reimburse such Issuing Bank shall be for the account of such Lender to the extent of such payment.

(i) Replacement of an Issuing Bank. Any Issuing Bank may be replaced or resign at any time by written agreement among the Borrower, the Administrative Agent, such resigning or replaced Issuing Bank and, in the case of a replacement, the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such resignation or replacement of an Issuing Bank. At the time any such resignation or replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the resigning or replaced Issuing Bank pursuant to Section 3.05(b). In the case of the replacement of an Issuing Bank, from and after the effective date of such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of the replaced Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the resignation or replacement of an Issuing Bank hereunder, the resigning or replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such resignation or replacement, but shall not be required to issue additional Letters of Credit.

(j) Cash Collateralization. If (i) any Event of Default shall occur and be continuing and the Borrower receives notice from the Administrative Agent or the Majority Lenders demanding the deposit of cash collateral pursuant to this Section 2.08(j), or (ii) the Borrower is required to cash collateralize the excess attributable to an LC Exposure in connection with any prepayment pursuant to Section 3.04(c) or (iii) the Borrower is required to cash collateralize a Defaulting Lender's LC Exposure pursuant to Section 4.04(c)(iii)(B), then the Borrower shall deposit with or deliver to the Administrative Agent (as a first priority, perfected security interest (subject to Excepted Liens of the type described in clause (e) of the definition thereof)), in the name of the Administrative Agent and for the benefit of the Issuing Banks and the Lenders, at a location and pursuant to documentation in form and substance satisfactory to the Administrative Agent, an amount in cash equal to, in the case of an Event of Default, the LC Exposure, in the case of a payment required by Section 3.04(c), the amount of such excess as provided in Section 3.04(c) or in the case of a Defaulting Lender's LC Exposure, pursuant to Section 4.04(c)(iii)(B), such Defaulting Lender's LC Exposure, as applicable, as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default described in Section 10.01(h) or Section 10.01(i). The Borrower hereby grants to the Administrative Agent, for the benefit of each Issuing Bank and the Lenders, an exclusive first priority and continuing perfected security interest in and Lien on such account and all cash, checks, drafts, certificates and instruments, if any, from time to time deposited or held in such account, all deposits or wire transfers made thereto, any and all investments purchased with funds deposited in such account, all interest, dividends, cash, instruments, financial assets and other Property from time to time received, receivable or otherwise payable in respect of, or in exchange for, any or all of the foregoing, and all proceeds, products, accessions, rents, profits, income and benefits therefrom, and any substitutions and replacements therefor. The Borrower's obligation to deposit amounts pursuant to this Section 2.08(j) shall be absolute and unconditional, without regard to whether any beneficiary of any such Letter of Credit has attempted to draw down all or a portion of such amount under the terms of a Letter of Credit, and, to the fullest extent permitted by applicable law, shall

not be subject to any defense or be affected by a right of set-off, counterclaim or recoupment which the Obligors or their respective Subsidiaries may now or hereafter have against any such beneficiary, any Issuing Bank, the Administrative Agent, the Lenders or any other Person for any reason whatsoever. Such deposit shall be held as collateral securing the payment and performance of the Obligors' obligations under this Agreement and the other Loan Documents. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account; provided that investments of funds in such account in investments of the type described in clause (a) and (b) of the definition of Cash Equivalents as permitted by Section 9.05(c) may be made at the option of the Borrower at its direction, risk and expense; otherwise, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse, on a pro rata basis, each Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated, be applied to satisfy other obligations of the Borrower and the Guarantors, if any, under this Agreement or the other Loan Documents. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default or pursuant to Section 4.04(c)(iii)(B) as a result of a Defaulting Lender's LC Exposure, and the Borrower is not otherwise required to cash collateralize the excess attributable to an LC Exposure in connection with any prepayment pursuant to Section 3.04(c), then such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three Business Days after (i) all Events of Default have been waived or the events giving rise to such cash collateralization pursuant to Section 4.04(c)(iii)(B) have been satisfied or resolved or (ii) or arrangements satisfactory to the relevant Issuing Bank have been made for the substitution of new payment assurances.

ARTICLE III
Payments of Principal and Interest; Prepayments; Fees

Section 3.01 Repayment of Loans. The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Loan on the Termination Date.

Section 3.02 Interest.

(a) ABR Loans. The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Margin, but in no event to exceed the Highest Lawful Rate.

(b) Eurodollar Loans. The Loans comprising each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Margin, but in no event to exceed the Highest Lawful Rate.

(c) Post-Default and Borrowing Base Deficiency Rate. Notwithstanding the foregoing, (i) if either (A) an Event of Default pursuant to Section 10.01(a), (b), (h), (i) or (j) or Section 10.01(d) as a result of the failure to deliver a notice pursuant to Section 8.02(a) has occurred and is continuing, or (B) any other Event of Default has occurred and the Administrative

Agent has delivered a notice to the Borrower notifying the Borrower of an election to charge default interest hereunder, then all Loans outstanding shall bear interest, after as well as before judgment, at a rate per annum equal to two percent (2%) plus the rate applicable to ABR Loans as provided in Section 3.02(a), but in no event to exceed the Highest Lawful Rate and (ii) during any Borrowing Base Deficiency, the amount of such Borrowing Base Deficiency shall bear interest, after as well as before judgment, at a rate per annum equal to two percent (2%) plus the rate applicable to ABR Loans as provided in Section 3.02(a), but in no event to exceed the Highest Lawful Rate.

(d) Interest Payment Dates. Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date, and in any case, on the Termination Date; provided that (i) interest accrued pursuant to Section 3.02(c)(i) shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than an optional prepayment of an ABR Loan prior to the Termination Date), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment, and (C) in the event of any conversion of any Eurodollar Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) Interest Rate Computations. All interest hereunder shall be computed on the basis of a year of 360 days, unless such computation would exceed the Highest Lawful Rate, in which case interest shall be computed on the basis of a year of 365 days (or 366 days in a leap year), except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error, and be binding upon the parties hereto.

Section 3.03 Alternate Rate of Interest. If prior to the commencement of any Interest Period for a Eurodollar Borrowing:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or LIBO Rate for such Interest Period; or

(b) the Administrative Agent is advised by the Majority Lenders that the Adjusted LIBO Rate or LIBO Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone or fax as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective, and (ii) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

Section 3.04 Prepayments.

(a) Optional Prepayments. The Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to prior notice in accordance with Section 3.04(b) and payment of applicable breakage costs, if any, under Section 5.02.

(b) Notice and Terms of Optional Prepayment. The Borrower shall notify the Administrative Agent by telephone (confirmed by fax or electronic communication) of any prepayment hereunder (i) in the case of prepayment of a Eurodollar Borrowing, not later than 12:00 noon, Houston time, three Business Days before the date of prepayment, or (ii) in the case of prepayment of an ABR Borrowing, not later than 12:00 noon, Houston time, one Business Day before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that a notice of prepayment delivered by the Borrower may state that such notice is conditioned upon (i) the effectiveness of other credit facilities or other securities offerings or (ii) the consummation of a Change of Control, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 3.02 and payment of applicable breakage costs, if any, under Section 5.02.

(c) Mandatory Prepayments.

(i) If, after giving effect to any termination or reduction of the Aggregate Maximum Credit Amounts pursuant to Section 2.06(b), the total Revolving Credit Exposure exceeds the total Commitments, then the Borrower shall, on the same Business Day, (A) prepay the Borrowings on the date of such termination or reduction in an aggregate principal amount equal to such excess, and (B) if any excess remains after prepaying all of the Borrowings as a result of an LC Exposure, cash collateralize such excess as provided in Section 2.08(j).

(ii) Upon any Scheduled Redetermination or Interim Redetermination or adjustment to the amount of the Borrowing Base in accordance with Section 8.12(c), if the total Revolving Credit Exposures exceeds the redetermined or adjusted Borrowing Base, then, after receiving a New Borrowing Base Notice in accordance with Section 2.07(d) or a notice of adjustment pursuant to Section 8.12(c), as the case may be (the date of receipt of any such notice, the "Deficiency Notification Date"), the Borrower shall at its option take one of the following actions:

(A) prepay the Borrowings in an aggregate principal amount equal to such Borrowing Base Deficiency (and to the extent that any excess remains after prepaying all of the Borrowings as a result of an LC Exposure, cash collateralize such excess as provided in Section 2.08(j)) within thirty (30) days following the Deficiency Notification Date;

(B) prepay the Borrowings in six consecutive equal monthly installments, the first installment being due and payable on the 30th day after the Deficiency Notification Date and each subsequent installment being due and payable on the same day in each of the subsequent calendar months, with each payment being equal to one-sixth (1/6th) of such Borrowing Base Deficiency, so that the Borrowing Base Deficiency is reduced to zero within six months of the Deficiency Notification Date; provided that, if any excess remains after prepaying all of the Borrowings as a result of any LC Exposure, the Borrower shall pay to the Administrative Agent on behalf of the Lenders an amount equal to such excess to be held as Cash Collateral as provided in Section 2.08(j);

(C) grant, within thirty (30) days following the Deficiency Notification Date, to the Administrative Agent as security for the Obligations a first-priority Lien on additional Oil and Gas Properties acceptable to the Required Lenders in their sole discretion not evaluated in the most recently delivered Reserve Report (and not already subject to a Lien of the Security Instruments) pursuant to Security Instruments acceptable to the Administrative Agent with sufficient Borrowing Base value (as determined by the Required Lenders) to cure the Borrowing Base Deficiency; provided that in no event may the Borrower elect the option specified in this clause (C) if fewer than ninety (90) days remain until the Maturity Date; or

(D) (i) deliver, within twenty (20) days after the Deficiency Notification Date, written notice to the Administrative Agent indicating the Borrower's election to combine the options provided in clauses (B), (C) and/or (D) above, and indicating the amount to be prepaid and the amount to be provided as additional Collateral, and (ii) make such payment and deliver such additional Collateral within the time periods required under clauses (B), (C) and/or (D) above;

provided that, notwithstanding the options set forth above, in all cases, the Borrowing Base Deficiency must be eliminated on or prior to the Termination Date.

The Borrower shall provide to the Administrative Agent, within twenty (20) days following its receipt of the applicable New Borrowing Base Notice in accordance with Section 2.07(d) or the date the adjustment occurs pursuant to Section 8.12(c), as applicable, written notice indicating which of the options specified in clauses (A), (B), (C) or (D) the Borrower elects to take in order to eliminate the Borrowing Base Deficiency. In the event the Borrower fails to provide such written notice to the Administrative Agent within the twenty (20) day period referred to above, the Borrower shall be deemed to have irrevocably elected the option set forth in clause (B) above. The failure of the Borrower to comply with any of the options elected (including any deemed election) pursuant to the provisions of this Section 3.04(c)(ii) and specified in such notice (or relating to such deemed election) shall constitute an Event of Default.

(iii) Upon any adjustments to the Borrowing Base pursuant to Section 2.07(e) or Section 2.07(f) if the total Revolving Credit Exposures exceeds the Borrowing Base as adjusted, then the Borrower shall (A) prepay the Borrowings in an aggregate principal amount equal to such excess, and (B) if any excess remains after prepaying all of the Borrowings as a result of an LC Exposure, cash collateralize such excess as provided in Section 2.08(j). The Borrower shall be obligated to make such prepayment and/or cash collateralize such excess on the Business Day immediately following the date that any Obligor or any Restricted Subsidiary receives any

cash proceeds as a result of (1) the applicable issuance of Permitted Senior Notes, in the case of any adjustment to the Borrowing Base pursuant to Section 2.07(e), or (2) the consummation of a Disposition of Oil and Gas Properties or Liquidation of Swap Agreement, as applicable, in the case of any adjustment to the Borrowing Base pursuant to Section 2.07(f); provided that all payments required to be made pursuant to this Section 3.04(c)(iii) must be made on or prior to the Termination Date.

(iv) Each prepayment of Borrowings pursuant to this Section 3.04(c) shall be applied, first, ratably to any ABR Borrowings then outstanding, and, second, to any Eurodollar Borrowings then outstanding, and if more than one Eurodollar Borrowing is then outstanding, to each such Eurodollar Borrowing in order of priority beginning with the Eurodollar Borrowing with the least number of days remaining in the Interest Period applicable thereto and ending with the Eurodollar Borrowing with the most number of days remaining in the Interest Period applicable thereto.

(v) Each prepayment of Borrowings pursuant to this Section 3.04(c) shall be applied ratably to the Loans included in the prepaid Borrowings. Prepayments pursuant to this Section 3.04(c) shall be accompanied by accrued and unpaid interest to the extent required by Section 3.02.

(d) No Premium or Penalty. Prepayments permitted or required under this Section 3.04 shall be without premium or penalty, except as required under Section 5.02.

Section 3.05 Fees.

(a) Commitment Fees. The Borrower agrees to pay to the Administrative Agent for the account of each Lender (subject to Section 4.04(c)(i)) a commitment fee, which shall accrue at the applicable Commitment Fee Rate on the average daily amount of the unused amount of the Commitment of such Lender during the period from and including the date of this Agreement to but excluding the Termination Date. Accrued commitment fees shall be payable in arrears on the last day of March, June, September and December of each year and on the Termination Date, commencing on the first such date to occur after the date hereof. All commitment fees shall be computed on the basis of a year of 360 days, unless such computation would cause interest on the Obligations to exceed the Highest Lawful Rate, in which case such commitment fees shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) Letter of Credit Fees. The Borrower agrees to pay (i) to the Administrative Agent for the account of each Lender (subject to Section 4.04(c)(iii)) a participation fee with respect to its participations in Letters of Credit, which shall accrue at the same Applicable Margin used to determine the interest rate applicable to Eurodollar Loans on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the date of this Agreement to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure, (ii) to each Issuing Bank a fronting fee, which shall accrue at the rate of 0.25% per annum on the average daily amount of such Issuing Bank's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period

from and including the Effective Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure; provided that in no event shall such fee be less than $500 during any quarter and (iii) to each Issuing Bank, for its own account, its standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit issued by such Issuing Bank or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of March, June, September and December of each year shall be payable on the third Business Day following such last day, commencing on the first such date to occur after the date of this Agreement; provided that all such fees shall be payable on the Termination Date and any such fees accruing after the Termination Date shall be payable on demand. Any other fees payable to an Issuing Bank pursuant to this Section 3.05(b) shall be payable within 10 days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days, unless such computation would exceed the Highest Lawful Rate, in which case such fees shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) Administrative Agent Fees. The Borrower agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times set forth in the Fee Letter.

(d) Borrowing Base Increase Fees. The Borrower agrees to pay to the Administrative Agent, for the account of each Lender (other than a Defaulting Lender) then party to this Agreement, ratably in accordance with its Applicable Percentage, a Borrowing Base increase fee in an amount to be agreed by the Lenders and the Borrower on the amount of any increase of the Borrowing Base, payable on the effective date of any such increase to the Borrowing Base.

ARTICLE IV
Payments; Pro Rata Treatment; Sharing of Set-offs.

Section 4.01 Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a) Payments by the Borrower. The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 5.01, Section 5.02, Section 5.03 or otherwise) prior to 1:00 p.m., Houston time, on the date when due, in immediately available funds, without defense, deduction, recoupment, set-off or counterclaim (except for Taxes, if any, pursuant to Section 5.03(a), provided that the Borrower has complied with all of the requirements of such Section to the extent applicable). Fees, once paid, shall be fully earned and shall not be refundable under any circumstances, absent manifest error. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices specified in Section 12.01, except payments to be made directly to an Issuing Bank as expressly provided herein and except that payments pursuant to Section 5.01, Section 5.02, Section 5.03 and Section 12.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof.

If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in dollars.

(b) Application of Insufficient Payments. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) Sharing of Payments by Lenders. If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in LC Disbursements and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall take an assignment of, or purchase participations in the Loans and participations in LC Disbursements of other Lenders, in each case, for cash at face value, to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and participations in LC Disbursements or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued but unpaid interest on their respective Loans and participations in LC Disbursements; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this Section 4.01(c) shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this Section 4.01(c) shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

Section 4.02 Presumption of Payment by the Borrower. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or any Issuing Bank that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or such Issuing Bank, as the case may be, the amount due.

In such event, if the Borrower has not in fact made such payment, then each of the Lenders or such Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

Section 4.03 Certain Deductions by the Administrative Agent. If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.05(b), Section 2.08(d), Section 2.08(e), Section 4.01(c), Section 4.02, Section 5.03(g) or Section 12.03(c), then the Administrative Agent may, in its sole discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender (for the benefit of the Administrative Agent or the applicable Issuing Bank) to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

Section 4.04 Payments and Deductions to a Defaulting Lender.

(a) [Reserved].

(b) If a Defaulting Lender (or a Lender who would be a Defaulting Lender but for the expiration of the relevant grace period) as a result of the exercise of a set-off shall have received a payment in respect of its Revolving Credit Exposure which results in its Revolving Credit Exposure being less than its Applicable Percentage of the aggregate Revolving Credit Exposures, then no payments will be made to such Defaulting Lender until such time as such Defaulting Lender shall have complied with Section 4.04(c) and all amounts due and owing to the Lenders have been equalized in accordance with each Lender's respective pro rata share of the Obligations. Further, if at any time prior to the acceleration or maturity of the Loans, the Administrative Agent shall receive any payment in respect of principal of a Loan or a reimbursement of an LC Disbursement while one or more Defaulting Lenders shall be party to this Agreement, the Administrative Agent shall apply such payment first to the Borrowing(s) for which such Defaulting Lender(s) shall have failed to fund its pro rata share until such time as such Borrowing(s) are paid in full or each Lender (including each Defaulting Lender) is owed its Applicable Percentage of all Loans then outstanding. After acceleration or maturity of the Loans, subject to the first sentence of this Section 4.04(b), all principal will be paid ratably as provided in Section 10.02(c).

(c) Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(i) Fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to Section 3.05.

(ii) The Commitments, the Maximum Credit Amount and Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether the Lenders, Super Majority Lenders, the Majority Lenders or the Required Lenders, as applicable, have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 12.02); provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender and which affects such Defaulting Lender, shall require the consent of such Defaulting Lender; and provided further that no Defaulting Lender shall participate in any redetermination or affirmation of the Borrowing Base, but the Commitment of a Defaulting Lender may not be increased without the consent of such Defaulting Lender.

(iii) If any LC Exposure exists at the time a Lender becomes a Defaulting Lender then:

(A) all or any part of the LC Exposure of such Defaulting Lender shall be automatically reallocated among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages (for the purposes of such reallocation, the Defaulting Lender's Commitment shall be disregarded in determining the Non-Defaulting Lender's Applicable Percentage) but only to the extent (1) the sum of all Non-Defaulting Lenders' Revolving Credit Exposures plus such Defaulting Lender's LC Exposure does not exceed the total of all Non-Defaulting Lenders' Commitments and (2) the sum of each Non-Defaulting Lender's Revolving Credit Exposure plus its reallocated share of such Defaulting Lender's LC Exposure does not exceed such Non-Defaulting Lender's Commitment; provided that, subject to Section 12.19, no such reallocation will constitute a waiver or release of any claim the Borrower, any other Obligor, the Administrative Agent, any Issuing Bank or any Lender may have against such Defaulting Lender or cause such Defaulting Lender to be a Non-Defaulting Lender;

(B) if the reallocation described in clause (A) above cannot, or can only partially, be effected, then the Borrower shall within one Business Day following notice by the Administrative Agent cash collateralize for the benefit of each Issuing Bank such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (A) above) in accordance with the procedures set forth in Section 2.08(e) for so long as such LC Exposure is outstanding;

(C) if the Borrower cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to this Section 4.04 then the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 3.05(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;

(D) if the LC Exposure of the Non-Defaulting Lenders is reallocated pursuant to this Section 4.04(c), then the fees payable to the Lenders pursuant to Section 3.05(a) and Section 3.05(b) shall be adjusted in accordance with such Non-Defaulting Lenders' Applicable Percentages after giving effect to such reallocation; and

(E) if any Defaulting Lender's LC Exposure is neither cash collateralized nor reallocated pursuant to this Section 4.04(c)(iii), then, without prejudice to any rights or remedies of any Issuing Bank or any Lender hereunder, all commitment fees that otherwise would have been payable to such Defaulting Lender (solely with respect to the portion of such Defaulting Lender's Commitment that was utilized by such LC Exposure) and all letter of credit fees payable under Section 3.05(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the Issuing Banks (ratably) until such LC Exposure is cash collateralized and/or reallocated.

(d) So long as any Lender is a Defaulting Lender, no Issuing Bank shall be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure and the Defaulting Lender's then outstanding LC Exposure will be 100% covered by the Commitments of the Non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 4.04(c), and participating interests in any such newly issued or increased Letter of Credit shall be allocated among Non-Defaulting Lenders in a manner consistent with Section 4.04(c)(iii)(A) (and Defaulting Lenders shall not participate therein).

(e) In the event that the Administrative Agent, the Borrower and the Issuing Banks each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender and such Lender is no longer a Defaulting Lender, then the LC Exposures of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date, if necessary, such Lender shall purchase at par such of the Loans and/or participations in Letters of Credit of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans and/or participations in Letters of Credit in accordance with its Applicable Percentage.

ARTICLE V
Increased Costs; Break Funding Payments; Taxes; Illegality

Section 5.01 Increased Costs.

(a) Eurodollar Changes in Law. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve (including marginal, special, emergency or supplemental reserves), special deposit, compulsory loan, insurance charge, or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate); or

(ii) subject the Administrative Agent or any Lender to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes, and (C) Connection Income Taxes) on its Loans, Loan principal, Letters of Credit, Commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Eurodollar Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting to, continuing or maintaining any Eurodollar Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by such Lender (whether of principal, interest or otherwise), then, pursuant to Section 5.01(c), upon the written request of such Lender, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or any Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or liquidity or on the capital or liquidity of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy and liquidity), then from time to time the Borrower will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c) Certificates. A certificate of a Lender or any Issuing Bank setting forth in reasonable detail the basis of its request and the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in Section 5.01(a) or (b) shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or such Issuing Bank, as the case may be, the amount shown as due on any such certificate within 30 days after receipt thereof.

(d) Effect of Failure or Delay in Requesting Compensation. Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section 5.01 shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or any Issuing Bank pursuant to this Section 5.01 for any increased costs or reductions incurred more than 270 days prior to the date that such Lender or such Issuing Bank, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 270-day period referred to above shall be extended to include the period of retroactive effect thereof. No Lender or Issuing Bank may make any demand pursuant to this Section 5.01 more than 270 days after the Termination Date.

Section 5.02 Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as the result of the request by the Borrower pursuant to Section 5.04, (c) the conversion of any Eurodollar Loan into an ABR Loan other than on the last day of the Interest Period applicable thereto, or (d) the failure to borrow, convert, continue or prepay any Eurodollar Loan on the date specified in any notice delivered pursuant hereto, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. In the case of a Eurodollar Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if

any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market.

A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section 5.02 and reasonably detailed calculations therefor, upon request of the Borrower, shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

Section 5.03 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Borrower or any Guarantor under any Loan Document shall be made free and clear of and without deduction for any Taxes; except as required by applicable law. If Withholding Agent shall be required by applicable law to deduct any Taxes from such payments, as determined in good faith by the applicable Withholding Agent, then (i) in the case of Indemnified Taxes, the sum payable shall be increased as necessary so that after making all required deductions of Indemnified Taxes (including deductions applicable to additional sums payable under this Section 5.03(a)), the applicable Recipient receives an amount equal to the sum it would have received had no such deductions for Indemnified Taxes been made, (ii) the applicable Withholding Agent shall make all deductions required by applicable law and (iii) the applicable Withholding Agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) Payment of Other Taxes by the Borrower. The Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of such Other Taxes.

(c) Indemnification by the Borrower. The Borrower shall indemnify each Recipient, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes paid by such Recipient on or with respect to any payment by or on account of any obligation of the Borrower hereunder (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 5.03) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate of the Administrative Agent, a Lender or an Issuing Bank as to the amount of such payment or liability under this Section 5.03 shall be delivered to the Borrower and shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes by the Borrower or a Guarantor to a Governmental Authority, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding tax with respect to payments under this Agreement or any other Loan Document shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate. In addition, any Lender, if requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 5.03(e)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed IRS Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed IRS Form W-8BEN (or any successor form) or IRS Form W-8BEN-E (or any successor form), as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN (or any successor form) or IRS Form W-8BEN-E (or any successor form), as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed IRS Form W-8ECI (or any successor form);

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit I-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10-percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed originals of IRS Form W-8BEN(or any successor form) or IRS Form W-8BEN-E(or any successor form), as applicable; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed IRS Form W-8IMY (or any successor form), accompanied by IRS Form W-8ECI(or any successor form), IRS Form W-8BEN(or any successor form) or IRS Form W-8BEN-E(or any successor form), as applicable, a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-2 or Exhibit I-3, IRS Form W-9 (or any successor form), and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent, such documentation

prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation and information reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(iv) On or before the date that Royal Bank of Canada (and any successor or replacement Administrative Agent) becomes the Administrative Agent hereunder, it shall deliver to the Borrower two duly executed originals of either (i) IRS Form W-9 (or any successor form) or (ii) a U.S. branch withholding certificate on IRS Form W-8IMY (or any successor form) evidencing its agreement with the Borrower to be treated as a U.S. Person, with the effect that, in any case, the Borrower will be entitled to make payments hereunder to the Administrative Agent without withholding or deduction on account of U.S. federal withholding Tax.

(f) Treatment of Certain Refunds. If any party determines in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 5.03 (including by the payment of additional amounts pursuant to this Section 5.03), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 5.03 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (f) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (f), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (f) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(g) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the

Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.04(c) relating to the maintenance of a Participant Register, and (ii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this Section 5.03(g).

(h) Defined Terms. For Purposes of this Section 5.03, the term "Lender" includes any Issuing Bank and the term "applicable law" includes FATCA.

Section 5.04 Designation of Different Lending Office; Replacement of Lenders.

(a) Designation of Different Lending Office. If (i) any Lender requests compensation under Section 5.01, or (ii) the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 5.03, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (A) would eliminate or reduce amounts payable pursuant to Section 5.01 or Section 5.03, as the case may be, in the future and (B) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If (i) any Lender requests compensation under Section 5.01, (ii) the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 5.03, (iii) any Lender asserts an illegality under Section 5.05, (iv) any Lender becomes a Defaulting Lender, (v) any Lender is a Non-Consenting Lender, or (vi) any Lender does not approve a Proposed Borrowing Base that would increase or reaffirm the Borrowing Base then in effect pursuant to Section 2.07(c)(iii) when the Super Majority Lenders have approved such Proposed Borrowing Base pursuant to Section 2.07(c)(iii), then in any such case, the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 12.04), all its interests, rights and obligations under this Agreement to an assignee or assignees that shall assume such obligations (which assignee may be another Lender, if such Lender accepts such assignment); provided that (A) the Borrower shall have received the prior written consent of the Administrative Agent, which consent shall not unreasonably be withheld, (B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts), (C) in

the case of any such assignment resulting from a claim for compensation under Section 5.01, for payments required to be made pursuant to Section 5.03 or an illegality under Section 5.05, such assignment will result in a reduction in such compensation or payments or avoid the illegality, (D) such assignment does not conflict with applicable law, (E) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent, and (F) in the case of any assignment resulting from a Lender not approving an increase to or reaffirmation of the Borrowing Base as contemplated by clause (vi) above, the applicable assignee shall have consented to the increase or reaffirmation of the Borrowing Base. Notwithstanding the foregoing, a Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply. Each Lender hereby agrees to make such assignment and delegations required under this Section 5.04(b). Notwithstanding the foregoing, a Lender shall not be required to make any such assignment and delegation if such Lender (or its Affiliate) is a Secured Swap Party or a Secured Cash Management Provider with any outstanding Secured Swap Obligations or Secured Cash Management Obligations, respectively, unless on or prior thereto, all such Secured Swap Agreements or Secured Cash Management Agreements have been terminated or novated to another Person and such Lender (or its Affiliate) shall have received payment of all amounts, if any, payable to it in connection with such termination or novation (or, in each case, other arrangements satisfactory to such Secured Swap Party or Secured Cash Management Provider, as applicable, shall have been made with respect to such outstanding Secured Swap Obligations or Secured Cash Management Obligations).

Section 5.05 Illegality. Notwithstanding any other provision of this Agreement, in the event that it becomes unlawful for any Lender or its applicable lending office to honor its obligation to make or maintain Eurodollar Loans either generally or having a particular Interest Period hereunder, then (a) such Lender shall promptly notify the Borrower and the Administrative Agent thereof and such Lender's obligation to make such Eurodollar Loans shall be suspended (the "Affected Loans") until such time as such Lender may again make and maintain such Eurodollar Loans and (b) all Affected Loans which would otherwise be made by such Lender shall be made instead as ABR Loans (and, if such Lender so requests by notice to the Borrower and the Administrative Agent, all Affected Loans of such Lender then outstanding shall be automatically converted into ABR Loans either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Eurodollar Loans) and, to the extent that Affected Loans are so made as (or converted into) ABR Loans, all payments of principal which would otherwise be applied to such Lender's Affected Loans shall be applied instead to its ABR Loans.

ARTICLE VI
Conditions Precedent

Section 6.01 Effective Date. The obligations of the Lenders to make Loans and of any Issuing Bank to issue Letters of Credit hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 12.02):

(a) The Administrative Agent shall have received satisfactory title information setting forth the status of title to at least 25% of the total value of the Borrowing Base Properties evaluated in the Initial Reserve Report.

(b) The Arrangers, the Administrative Agent and the Lenders shall have received all upfront, arrangement and agency fees and, to the extent invoiced at least two Business Days prior to the Effective Date, other fees and amounts due and payable on or prior to the Effective Date, including, to the extent invoiced at least two Business Days prior to the Effective Date, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder (including, without limitation, the reasonable fees and expenses of Paul Hastings LLP, counsel to the Administrative Agent).

(c) The Borrower shall have deposited an amount to be agreed with Paul Hastings LLP, counsel to the Administrative Agent, to be held and applied toward payment of costs and expenses for recordation of the Security Instruments, as provided pursuant to Section 12.03(a). If such deposit exceeds the amount of such costs and expenses, the excess shall be returned to the Borrower. If such deposit is less than such costs and expenses, the deficit shall be paid by Borrower pursuant to Section 12.03(a).

(d) The Administrative Agent shall have received a certificate of the Secretary or a Responsible Officer of the Borrower and of each Guarantor setting forth (i) resolutions of the managers, board of directors or other managing body with respect to the authorization of the Borrower or such Guarantor to execute and deliver the Loan Documents to which it is a party and to enter into the Transactions, (ii) the individuals (A) who are authorized to sign the Loan Documents to which the Borrower or such Guarantor is a party and (B) who will, until replaced by another individual duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection with this Agreement and the other Loan Documents to which it is a party, (iii) specimen signatures of such authorized individuals, and (iv) for the Borrower and each Guarantor, the articles or certificate of incorporation or formation (certified by the Secretary of State of the jurisdiction of organization) and the bylaws, operating agreement, partnership agreement or other Organizational Document, as applicable, in each case, certified as being true and complete. The Administrative Agent and the Lenders may conclusively rely on such certificate until the Administrative Agent receives notice in writing from the Borrower to the contrary.

(e) The Administrative Agent shall have received a certificate of the chief executive officer or chief financial officer of the Borrower and each of the other Obligors certifying that on the Effective Date (i) all representations and warranties of the Borrower and each such other Obligor in the Loan Documents are true and correct in all material respects, except those representations and warranties which include a materiality qualifier, which shall be true and correct as so qualified, (ii) no Default or Event of Default has occurred or is continuing or will result from the making of the Loans or the Transactions contemplated by the Loan Documents and (iii) the Obligors and the Restricted Subsidiaries have received all consents and approvals required by Section 7.03.

(f) The Administrative Agent shall have received a Solvency Certificate from the chief financial officer of the Borrower certifying that (i) the Borrower and (ii) the Borrower and the other Obligors taken as a whole, are Solvent.

(g) The Administrative Agent shall have received certificates with respect to the existence, qualification and good standing or other comparable status of the Borrower and each of the other Obligors from the appropriate State agency of such Obligor's jurisdiction of organization and such other jurisdictions as may be reasonably requested by the Administrative Agent.

(h) The Administrative Agent shall have received from each party hereto counterparts (in such number as may be requested by the Administrative Agent) of this Agreement signed on behalf of such party.

(i) To the extent requested by a Lender, the Administrative Agent shall have received duly executed Notes payable to such Lender in a principal amount equal to its Maximum Credit Amount, dated as of the date hereof.

(j) The Administrative Agent shall have received from each party thereto duly executed counterparts (in such number as may be requested by the Administrative Agent) of the Guarantee and Collateral Agreement and the other Security Instruments (other than those listed on Schedule 6.03, if any) deemed necessary or advisable by the Administrative Agent. In connection with the execution and delivery of the Security Instruments, the Administrative Agent shall:

(i) be reasonably satisfied that the Security Instruments will create first priority, perfected Liens (subject only to Excepted Liens) on at least 85% of the total value of the Borrowing Base Properties evaluated in the Initial Reserve Report;

(ii) have received certificates, together with undated, blank stock powers for any such certificate, representing all of the issued and outstanding Equity Interests of the Obligors and their respective direct Subsidiaries, in each case, owned by the Obligors and to the extent such Equity Interests are certificated; and

(iii) have received from each party thereto duly executed counterparts of an Account Control Agreement for each Deposit Account and Securities Account listed on Schedule 7.25 other than any Excluded Account.

(k) The Administrative Agent shall have received UCC financing statements for the Borrower and each Guarantor to be filed in each such Person's state of incorporation or formation, or principal place of business, as applicable.

(l) On the Effective Date, 100% of the Commitments shall be unused (other than utilization of the Commitments for (i) Letters of Credit issued on the Effective Date, if any, (ii) Borrowings in an amount necessary to pay fees and expenses incurred hereunder and (iii) Borrowings in an amount necessary to pay fees and expenses in connection with refinancing the Existing Credit Agreement).

(m) The Administrative Agent shall have received an opinion of (x) Baker Botts L.L.P., counsel to the Borrower, in form and substance reasonably satisfactory to the Administrative Agent, as to such customary matters regarding this Agreement, the Security Instruments and the other Loan Documents and the Transactions as the Administrative Agent or its counsel may reasonably request and (y) local counsel reasonably acceptable to the Administrative Agent and its counsel with respect to mortgages and other recorded instruments to perfect interests in real property.

(n) The Administrative Agent shall have received an ACORD evidence of insurance certificate evidencing coverage of the Obligors and their respective Subsidiaries evidencing that the Borrower is carrying insurance in accordance with Section 8.06 and naming the Administrative Agent in such capacity for the Lenders as loss payee on all property insurance policies and naming the Administrative Agent and the Lenders as additional insureds on all liability policies.

(o) The Administrative Agent shall be satisfied that there has been no material change (as reasonably determined by the Administrative Agent) to the notional volumes, tenors, pricing and other terms of the Obligors' and the Restricted Subsidiaries' commodity and interest rate hedging transactions, as specified in the disclosure prepared by the Borrower and posted to the Lenders via IntraLinks on July 26, 2017.

(p) The Administrative Agent shall have received (i) the Financial Statements referred to in Section 7.04(a) and (ii) the Initial Reserve Report accompanied by a certificate covering the matters described in Section 8.11(c).

(q) The Administrative Agent shall have received appropriate UCC and other Lien and judgment search certificates from the jurisdiction of organization reflecting no prior Liens encumbering the Properties of such Obligor other than those being assigned or released on or prior to the Effective Date or Liens permitted by Section 9.03.

(r) The Administrative Agent shall have received evidence satisfactory to it that (i) all loans and other amounts owing under the Existing Credit Agreement have been (or contemporaneously herewith are being) repaid in full and all commitments thereunder have been terminated or cancelled and (ii) all Liens on (A) the personal Property of the Obligors and the Subsidiaries and (B) all Oil and Gas Properties of the Obligors in each county for which a Security Instrument is executed on the Effective Date, associated with the Existing Credit Agreement, except for any Liens associated with the Wells Fargo Escrow Account, have been released or terminated, subject only to the filing of applicable terminations, releases or assignments.

(s) The Administrative Agent and the Lenders shall have received, and be reasonably satisfied in form and substance with, all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including but not restricted to the Patriot Act.

(t) The Administrative Agent shall have received such other documents as the Administrative Agent or counsel to the Administrative Agent may reasonably request.

The Administrative Agent shall notify the Borrower and the Lenders of the Effective Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing, the obligations of the Lenders to make Loans and of each Issuing Bank to issue Letters of Credit hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 12.02) at or prior to 2:00 p.m., Houston time, on August 7, 2017 (and, in the event such conditions are not so satisfied or waived, the Commitments shall terminate at such time). For purposes of determining compliance with the conditions specified in this Section 6.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received written notice from such Lender prior to the proposed Effective Date specifying its objection thereto.

Section 6.02 Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing (including the initial funding), and of each Issuing Bank to issue, amend, renew or extend any Letter of Credit, is subject to the satisfaction of the following conditions:

(a) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default or Event of Default shall have occurred and be continuing.

(b) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Material Adverse Effect shall have occurred since Effective Date.

(c) Each of the representations and warranties of the Borrower and the Guarantors, set forth in this Agreement and in the other Loan Documents shall be true and correct in all material respects (except for those which have a materiality qualifier, which shall be true and correct in all respects as so qualified) on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable, such representations and warranties shall continue to be true and correct in all material respects (except for those which have a materiality qualifier, which shall be true and correct in all respects as so qualified) as of such specified earlier date.

(d) After giving pro forma effect to such Borrowing and the anticipated use of proceeds thereof within three Business Days, the Consolidated Cash Balance as of such time shall not exceed $70,000,000.

(e) The receipt by the Administrative Agent of a Borrowing Request in accordance with Section 2.03 or a request for a Letter of Credit in accordance with Section 2.08(b), as applicable.

Each request for a Borrowing and each request for the issuance, amendment, renewal or extension of any Letter of Credit shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in Section 6.02(a) through (d).

Section 6.03 Post-Closing Obligations.

(a) Within the time periods specified on Schedule 6.03 (as each may be extended in writing by the Administrative Agent in its sole discretion), each Obligor shall, and shall cause each Restricted Subsidiary to, provide the documentation, and complete the undertakings, as are set forth on Schedule 6.03. All conditions precedent, covenants and representations and warranties contained in this Agreement and the other Loan Documents shall be deemed modified to the extent necessary to effect the foregoing (and to permit the taking of the actions described above and on Schedule 6.03 within the time periods required by this Section 6.03, rather than as elsewhere provided in the Loan Documents); provided that (x) to the extent any representation and warranty would not be true, or any provision of any covenant breached, because the foregoing actions were not taken on the Effective Date, the respective representation and warranty shall be required to be true and correct in all material respects, and the covenant complied with, at the time the respective action is taken (or was required to be taken) in accordance with the foregoing provisions of this Section 6.03 and (y) all representations and warranties and covenants relating to the Loan Documents shall be required to be true or, in the case of any covenant, complied with, immediately after the actions required to be taken by this Section 6.03 have been taken (or were required to be taken).

(b) Notwithstanding anything to the contrary in this Agreement, to the extent that the Initial Post-Closing Title Requirement is not satisfied on or before the date that is 30 days after the Effective Date (the "Availability Limit Date"), then until the date on which the Initial Post-Closing Title Requirement is satisfied, the Obligors shall maintain unused total Commitments in an amount equal to or greater than $250,000,000. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, from and after the Availability Limit Date until the date on which the Initial Post-Closing Title Requirement is satisfied, the Obligors hereby agree that the Administrative Agent, the Issuing Bank and the Lenders shall have no obligation to make Loans or to issue, amend, renew or extend any Letter of Credit if after giving effect thereto, the total Revolving Credit Exposures would exceed $250,000,000 (and the Borrower hereby agrees it shall not request any Loan or the issuance, amendment, renewal or extension of any Letter of Credit if giving effect thereto, the total Revolving Credit Exposures would exceed $250,000,000). The Obligors hereby agree that this Section 6.03(b) shall be disregarded for the purposes of calculating any fees pursuant to Section 3.05.

ARTICLE VII
Representations and Warranties

The Obligors jointly and severally represent and warrant to the Lenders that:

Section 7.01 Organization; Powers . Each of the Obligors and the Restricted Subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority, and has all material governmental licenses, authorizations, consents and approvals necessary, to own its assets and to

carry on its business as now conducted, and is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except where failure to have such power, authority, licenses, authorizations, consents, approvals and qualifications could not reasonably be expected to have a Material Adverse Effect.

Section 7.02 Authority; Enforceability. The Transactions are within the Borrower's and each Guarantor's corporate, partnership limited liability company powers and have been duly authorized by all necessary corporate, limited liability company or partnership and, if required, shareholder action (including, without limitation, any action required to be taken by any class of directors of the Borrower or any other Person, whether interested or disinterested, in order to ensure the due authorization of the Transactions). Each Loan Document to which the Borrower or any Guarantor is a party has been duly executed and delivered by the Borrower or such Guarantor, as applicable, and constitutes a legal, valid and binding obligation of the Borrower or such Guarantor, as applicable, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 7.03 Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any other third Person (including the shareholders or any class of directors of the Borrower or any other Person, whether interested or disinterested), nor is any such consent, approval, registration, filing or other action necessary for the validity or enforceability of any Loan Document or the consummation of the Transactions, except (i) such as have been obtained or made and are in full force and effect, (ii) the filings and recordings necessary to perfect the Liens created hereby and by the Security Instruments, (iii) those third party approvals or consents which, if not made or obtained, would not cause a Default hereunder or could not reasonably be expected to have a Material Adverse Effect and (iv) the filing of any required documents with the SEC, (b) will not violate any applicable law or regulation or the charter, by-laws or other Organizational Documents of the Obligors or any Restricted Subsidiary or any order of any Governmental Authority (except, with respect to applicable law or regulations, for such violations that would not reasonably be expected to have a Material Adverse Effect), (c) will not violate or result in a default under any indenture, agreement or other instrument evidencing or governing Material Debt binding upon the Obligors, the Restricted Subsidiaries or their respective Properties, or give rise to a right thereunder to require any payment to be made by the Obligors or any Restricted Subsidiary and (d) will not result in the creation or imposition of any Lien on any Property of the Obligors or any Restricted Subsidiary (other than the Liens created by the Loan Documents).

Section 7.04 Financial Position; No Material Adverse Effect.

(a) Old Holdings has heretofore furnished to the Lenders the consolidated balance sheet and statements of income, shareholders' equity and cash flows for Old Holdings and its Consolidated Subsidiaries (i) as of and for the fiscal year ended December 31, 2016, reported on by KPMG LLP, independent public accounts (it being understood that such financial statements are in respect of LINN Energy, LLC and its consolidated subsidiaries as of such date) and (ii) as of and for the fiscal quarter and the portion of the fiscal year ended March 31, 2017, certified by its chief financial officer. Such financial statements present fairly, in all material respects, the

financial position and results of operations and cash flows of Old Holdings and its Consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) above.

(b) Since the Effective Date and the date of the last financial statements delivered pursuant to Section 8.01, there has been no event, development or circumstance that has had or could reasonably be expected to have a Material Adverse Effect.

(c) As of the Effective Date, no Obligor or any Restricted Subsidiary has any Material Debt (including Disqualified Capital Stock), or any material contingent liabilities, material off-balance sheet liabilities or partnerships, material liabilities for Taxes, material unusual forward or long-term commitments or material unrealized or anticipated losses from any unfavorable commitments, except (i) the Obligations or (ii) as referred to or reflected or provided for in the Financial Statements delivered under Section 7.04(a).

Section 7.05 Litigation. Except as set forth on Schedule 7.05, there are no actions, suits, investigations or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Obligors or the Restricted Subsidiaries, threatened in writing against or affecting the Obligors or the Restricted Subsidiaries (a) not fully covered by insurance (except for normal deductibles) as to which there is a reasonable possibility of an adverse determination that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (b) that involve any Loan Document or the Transactions, except for any such action, suit, investigation or proceeding related to the Existing Credit Agreement, any liabilities in respect of which will be fully covered (except with respect to interest, fees, expenses and indemnification obligations, if any) by the Wells Fargo Default Interest LC. Since the date of this Agreement, there has been no change in the status of the matters disclosed in Schedule 7.05 that, individually or in the aggregate, has resulted in, or would reasonably be expected to result in, a Material Adverse Effect.

Section 7.06 Environmental Matters. Except for such matters that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect:

(a) the Obligors and their respective Subsidiaries and each of their respective Properties and operations thereon are, and within all applicable statute of limitation periods have been, in compliance with all applicable Environmental Laws;

(b) the Obligors and their respective Subsidiaries have obtained all Environmental Permits required for their respective operations and each of their Properties, with all such Environmental Permits being currently in full force and effect, and none of the Obligors and their respective Subsidiaries has received any written notice or otherwise has knowledge that any such existing Environmental Permit will be revoked or that any application for any new Environmental Permit or renewal of any existing Environmental Permit will be protested or denied;

(c) there are no claims, demands, suits, orders, inquiries, or proceedings concerning any violation of, or any liability (including as a potentially responsible party) under, any applicable Environmental Laws that are pending or, to the knowledge of any Obligor, threatened against the Obligors and their respective Subsidiaries or any of their respective Properties or as a result of any operations at the Properties;

(d) none of the Properties contain or have contained any: (i) underground storage tanks; (ii) asbestos containing materials in a friable condition or otherwise requiring abatement under Environmental Laws; (iii) landfills or dumps; (iv) hazardous waste management units as defined pursuant to RCRA or any comparable state law; or (v) sites on or nominated for the National Priority List promulgated pursuant to CERCLA or any similar state remedial priority list promulgated or published pursuant to any comparable state law;

(e) there has been no unauthorized Release or threatened unauthorized Release of Hazardous Materials at, on, under or from any of the Obligors' or their respective Subsidiaries' Properties; there is no investigation, remediation, abatement, removal, or monitoring of Hazardous Materials required under applicable Environmental Laws at such Properties; and, to the knowledge of the Obligors, none of such Properties are adversely affected by any Release or threatened Release of a Hazardous Material originating or emanating from any other real property;

(f) neither the Obligors nor their respective Subsidiaries has received any written notice asserting an alleged liability or obligation under any applicable Environmental Laws with respect to the investigation, remediation, abatement, removal, or monitoring of any Hazardous Materials at, under, or Released or threatened to be Released from any real properties offsite the Obligors or their respective Subsidiaries' Properties.

Section 7.07 Compliance with the Laws and Agreements; No Defaults.

(a) Each of the Obligors and the Restricted Subsidiaries is in compliance with all Governmental Requirements applicable to it or its Property and all agreements and other instruments binding upon it or its Property except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(b) No Default has occurred and is continuing.

Section 7.08 Investment Company Act. None of the Obligors or any of the Restricted Subsidiaries is an "investment company" or a company "controlled" by an "investment company," within the meaning of, or subject to regulation under, the Investment Company Act of 1940, as amended.

Section 7.09 Taxes. Each of the Obligors and their respective Subsidiaries has timely filed or caused to be filed all Tax returns (including extensions) and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Obligors and their respective Subsidiaries, as applicable, have set aside on their books adequate reserves in accordance with GAAP or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect. The charges, accruals and reserves on the books of the Obligors and their respective Subsidiaries in respect of Taxes and other governmental charges are, in the reasonable opinion of the Obligors, adequate. No Tax Lien (other than an

Excepted Lien with respect to Taxes) has been filed and, to the knowledge of the Obligors, no claim is being asserted in writing with respect to any material unpaid Tax. Each of the Borrower, the Parent and MidCo is treated as a disregarded entity for U.S. federal income tax purposes, and Holdings is treated as a corporation for U.S. federal income tax purposes.

Section 7.10 ERISA. Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect or result in any Lien arising under ERISA or Section 430 of the Code:

(a) The Obligors and their respective Subsidiaries and each ERISA Affiliate have complied in all material respects with ERISA and, where applicable, the Code regarding each Plan, if any.

(b) Each Plan, if any, is, and has been, maintained in substantial compliance with ERISA and, where applicable, the Code.

(c) No ERISA Event with respect to any Plan has occurred or is expected by the Obligors or any of their respective Subsidiaries or any ERISA Affiliate to be incurred with respect to any Plan.

(d) No failure to meet the minimum funding standard of Section 412 of the Code or Section 302 of ERISA, whether or not waived, exists with respect to any Plan.

(e) None of the Obligors and their respective Subsidiaries or any ERISA Affiliate sponsors, maintains or contributes to, or has at any time in the six-year period preceding the date hereof sponsored, maintained or contributed to, any Multiemployer Plan.

(f) None of the Obligors and their respective Subsidiaries or any ERISA Affiliate is required to provide security under Section 401(a)(29) of the Code due to a Plan amendment that results in an increase in current liability for the Plan.

(g) None of the Obligors and their respective Subsidiaries nor any ERISA Affiliate sponsors, maintains or contributes to an employee welfare benefit plan, as defined in Section 3(1) of ERISA, including any such plan maintained to provide benefits to former employees of such entities, that may not be terminated by the Obligors and their respective Subsidiaries or any ERISA Affiliate in its sole discretion without any material liability.

Section 7.11 Disclosure; No Material Misstatements. None of the reports, financial statements, certificates or other written information (other than Reserve Reports and information delivered in connection therewith) furnished by or on behalf of the Obligors and their respective Subsidiaries to the Administrative Agent or any Lender pursuant to this Agreement or any other Loan Document or delivered by the Borrower, any other Obligor or any of their respective Subsidiaries to the Administrative Agent or any Lender hereunder or under any other Loan Document (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading on the date when furnished; provided that with respect to financial estimates, projected or

forecasted financial information and other forward-looking information, the Obligors each represents and warrants only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time of preparation; it being understood that (a) such projections and forecasts, as to future events, are not to be viewed as facts, that actual results during the period(s) covered by any such projections or forecasts may differ significantly from the projected or forecasted results and that such differences may be material and that such projections and forecasts are not a guarantee of financial performance, and (b) no representation is made with respect to information of a general economic or general industry nature. There are no statements or conclusions in any Reserve Report or in any information delivered in connection therewith which are based upon or include materially misleading information of a material fact or fail to take into account material information regarding the material matters reported therein, it being understood that projections concerning volumes attributable to the Oil and Gas Properties of the Borrower and the Restricted Subsidiaries and production and cost estimates contained in each Reserve Report and in other information delivered in connection therewith are necessarily based upon professional opinions, estimates and projections and that no warranty is made with respect to such opinions, estimates and projections.

Section 7.12 Insurance. The Obligors have, and have caused all of the Restricted Subsidiaries to have, (a) all insurance policies sufficient for the compliance by each of them with all material Governmental Requirements and all material agreements and (b) insurance coverage in at least amounts and against such risk (including, without limitation, public liability) that are usually insured against by companies similarly situated and engaged in the same or a similar business for the assets and operations of the Obligors and the Restricted Subsidiaries. The Administrative Agent has been named as additional insured in respect of such liability insurance policies and the Administrative Agent has been named as loss payee with respect to property loss insurance.

Section 7.13 Restriction on Liens. Except as permitted by Section 9.14, neither the Obligors nor the Restricted Subsidiaries is a party to any agreement or arrangement or is subject to any order, judgment, writ or decree, which either prohibits or purports to prohibit any of the Obligors or the Restricted Subsidiaries from granting Liens to the Administrative Agent and the Lenders on or in respect of their Properties to secure the Obligations, or restricts any Restricted Subsidiary from paying dividends or making any other distributions in respect of its Equity Interests to the Obligors or any Restricted Subsidiary, or restricts any Restricted Subsidiary from making loans or advances or transferring any Property to the Obligors or any Restricted Subsidiary, or which requires the consent of or notice to other Persons in connection therewith.

Section 7.14 Subsidiaries. As of the Spinoff Part I Effective Date or as of the date of the most recent certificate delivered pursuant to Section 8.01(c), except as set forth on Schedule 7.14 or as disclosed in writing to the Administrative Agent (which shall promptly furnish a copy to the Lenders), and which disclosure (including updates included in certificates delivered pursuant to Section 8.01(c)) shall be a supplement to Schedule 7.14, none of the Obligors has any direct or indirect Subsidiaries, Unrestricted Subsidiaries or Permitted Joint Ventures. Holdings does not have any direct or indirect Foreign Subsidiaries. Each Subsidiary Guarantor is a Wholly-Owned Subsidiary of the Borrower. Each Subsidiary listed on Schedule 7.14 (as supplemented) is (a) a Restricted Subsidiary unless specifically designated as an Unrestricted Subsidiary therein and (b) a Material Subsidiary unless specifically designated as an Immaterial Subsidiary therein.

Section 7.15 Location of Business and Offices. As of the Spinoff Part I Effective Date or as of the date of the most recent certificate delivered pursuant to Section 8.01(k), the jurisdiction of organization, correct legal name as listed in the public records of its jurisdiction of organization, organizational identification number in its respective jurisdiction of organization, federal tax identification number, if applicable, and the principal place of business and chief executive office, in each case of each Obligor and its respective Subsidiaries is set forth on Schedule 7.14 (or as set forth in a notice delivered pursuant to Section 8.01(k) and delivered in accordance with Section 12.01).

Section 7.16 Properties; Titles, Etc.

(a) Each of the Borrower and the Restricted Subsidiaries has good and defensible title to its Oil and Gas Properties evaluated in the most recently delivered Reserve Report (other than those disposed of in compliance with Section 9.11 since delivery of such Reserve Report and those title defects disclosed in writing to the Administrative Agent) and good title to all its personal Properties, in each case, free and clear of all Liens except Liens permitted by Section 9.03. After giving full effect to the Excepted Liens, the Borrower or the Restricted Subsidiary specified as the owner owns the net interests in production attributable to the Hydrocarbon Interests as reflected in the most recently delivered Reserve Report, and the ownership of such Properties shall not in any material respect obligate it to bear the costs and expenses relating to the maintenance, development and operations of each such Property in an amount in excess of the working interest of each Property set forth in the most recently delivered Reserve Report that is not offset by a corresponding proportionate increase in its net revenue interest in such Property.

(b) All material leases and agreements necessary for the conduct of the business of the Obligors and the Restricted Subsidiaries are valid and subsisting, in full force and effect, except to the extent any failure to be valid and subsisting and in full force and effect could not reasonably be expected to have a Material Adverse Effect, and there exists no default or event or circumstance which with the giving of notice or the passage of time or both would give rise to a default under any such lease or agreement, which could reasonably be expected to have a Material Adverse Effect.

(c) The rights and Properties presently owned, leased or licensed by the Obligors and the Restricted Subsidiaries including, without limitation, all easements and rights of way, include all rights and Properties reasonably necessary to permit the Obligors and the Restricted Subsidiaries to conduct their business, except to the extent any failure to satisfy the foregoing could not reasonably be expected to have a Material Adverse Effect.

(d) All of the Properties of the Obligors and the Restricted Subsidiaries (other than the Oil and Gas Properties, which are addressed in Section 7.17) which are reasonably necessary for the operation of their businesses are in good working condition and are maintained in accordance with prudent business standards, except to the extent any failure to satisfy the foregoing could not reasonably be expected to have a Material Adverse Effect.

(e) Each of the Obligors and the Restricted Subsidiaries owns, or is licensed to use, all trademarks, trade names, copyrights, patents and other intellectual Property material to its business, and the use thereof by the Obligors and the Restricted Subsidiaries does not infringe upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Obligors and the Restricted Subsidiaries either own or have valid licenses or other rights to use all databases, geological data, geophysical data, engineering data, seismic data, maps, interpretations and other technical information used in their businesses as presently conducted, subject to the limitations contained in the agreements governing the use of the same, which limitations are customary for companies engaged in the business of the exploration and production of Hydrocarbons, with such exceptions as could not reasonably be expected to have a Material Adverse Effect.

(f) None of the Borrower or the Restricted Subsidiaries own, and have not acquired or made any other expenditure (whether such expenditure is capital, operating or otherwise) in or related to, any Oil and Gas Properties located outside of the geographical boundaries of the United States or in the offshore federal waters of the United States of America.

Section 7.17 Maintenance of Properties. Except for such acts or failures to act as could not be reasonably expected to have a Material Adverse Effect, the Oil and Gas Properties (and Properties unitized therewith) of the Borrower and the Restricted Subsidiaries have been maintained, operated and developed in a good and workmanlike manner and in conformity with all Governmental Requirements and in conformity with the provisions of all leases, subleases or other contracts comprising a part of the Hydrocarbon Interests and other contracts and agreements forming a part of the Oil and Gas Properties of the Borrower and the Restricted Subsidiaries. Specifically in connection with the foregoing, except as could not reasonably be expected to have a Material Adverse Effect, (a) no Oil and Gas Property of the Borrower and the Restricted Subsidiaries is subject to having allowable production reduced below the full and regular allowable production (including the maximum permissible tolerance) because of any overproduction (whether or not the same was permissible at the time) and (b) none of the wells comprising a part of the Oil and Gas Properties (or Properties unitized therewith) of the Borrower and the Restricted Subsidiaries is deviated from the vertical more than the maximum permitted by Governmental Requirements, and such wells are, in fact, bottomed under and are producing from, and the well bores are wholly within, such Oil and Gas Properties (or in the case of wells located on Properties unitized therewith, such unitized Properties). All pipelines, wells, gas processing plants, platforms and other material improvements, fixtures and equipment owned in whole or in part by the Borrower and the Restricted Subsidiaries that are necessary to conduct normal operations are being maintained in a state adequate to conduct normal operations, and with respect to such of the foregoing which are operated by the Borrower and the Restricted Subsidiaries, in a manner consistent with the Borrower's and the Restricted Subsidiaries' past practices (other than those the failure of which to maintain in accordance with this Section 7.17 could not reasonably be expected to have a Material Adverse Effect).

Section 7.18 Gas Imbalances, Prepayments. Except as set forth on Schedule 7.18 or on the most recent Reserve Report Certificate, on a net basis there are no gas imbalances, take or pay or other prepayments which would require the Borrower and the Restricted Subsidiaries to deliver, in the aggregate, two percent (2%) or more of the monthly production from Hydrocarbons produced from the Oil and Gas Properties of the Borrower and the Restricted Subsidiaries at some future time without then or thereafter receiving full payment therefor.

Section 7.19 Marketing of Production. Except for contracts listed and in effect on the Effective Date on Schedule 7.19, and thereafter either disclosed in writing to the Administrative Agent or included in the most recently delivered Reserve Report Certificate (with respect to all of which contracts the Borrower represents that it or its Restricted Subsidiaries are receiving a price for all production sold thereunder which is computed substantially in accordance with the terms of the relevant contract and are not having deliveries curtailed substantially below the subject Property's delivery capacity), no material agreements exist which are not cancelable on sixty (60) days' notice or less without penalty or detriment for the sale of production from the Borrower's and the Restricted Subsidiaries' Hydrocarbons (including, without limitation, calls on or other rights to purchase, production, whether or not the same are currently being exercised) that (a) pertain to the sale of production at a fixed price and (b) have a maturity or expiry date of more than six (6) months from the date of delivery of such Reserve Report Certificate.

Section 7.20 Swap Agreements. Schedule 7.20, as of the date hereof, and after the date hereof, each report required to be delivered by the Borrower pursuant to Section 8.01(d) (as of the relevant period end), sets forth, a true and complete list of all Swap Agreements of the Borrower and each of the Restricted Subsidiaries, the material terms thereof (including the type, term, effective date, termination date and notional amounts or volumes), the net mark-to-market value thereof, all credit support agreements relating thereto (including any margin required or supplied) and the counterparty to each such agreement.

Section 7.21 Use of Loans and Letters of Credit. The proceeds of the Loans and the Letters of Credit shall be used (a) to provide working capital for lease acquisitions, for exploration and production operations and for development (including the drilling and completion of producing wells), (b) for the acquisition, exploration and development of Oil and Gas Properties permitted hereunder, (c) for the issuance of Letters of Credit, (d) to refinance obligations outstanding under the Existing Credit Agreement and (e) for other lawful general corporate purposes, including Restricted Payments permitted hereunder. The Obligors and the Restricted Subsidiaries are not engaged principally, or as one of its or their important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying margin stock (within the meaning of Regulation T, U or X of the Board). No part of the proceeds of any Loan or Letter of Credit will be used for any purpose which violates Regulation T, U or X of the Board.

Section 7.22 Solvency. Immediately after giving effect to the Transactions and immediately prior to and after giving effect to each Borrowing and each issuance, amendment, renewal, or extension of a Letter of Credit, (i) the Borrower is Solvent and (ii) the Borrower and the other Obligors taken as a whole, are Solvent.

Section 7.23 Anti-Corruption. Neither the Obligors nor their respective Subsidiaries, nor any director, officer, agent, employee, or Affiliate of the Obligors or their respective Subsidiaries is in violation of or is aware of or has taken any action, directly or indirectly, that would result in a violation by such Persons of any applicable Anti-Corruption Laws, including without limitation, making use of the mails or any means or instrumentality of interstate

commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA.

Section 7.24 AML and Sanctions. Neither any of the Obligors nor any of their respective Subsidiaries, nor any director, officer, agent, employee, or Affiliate of the Obligors or their respective Subsidiaries is (i) a Sanctioned Person or (ii) in violation of any AML Laws or Sanctions. The Borrower will not directly or indirectly use the proceeds from the Loans or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person, in a manner that will cause a violation of AML Laws, Anti-Corruption Laws or applicable Sanctions by any Person participating in the transactions contemplated by this Agreement, whether as lender, issuing bank, borrower, guarantor, agent, or otherwise. The Borrower represents that neither it nor any of the other Obligors nor any of their respective Subsidiaries or Affiliates has engaged in or intends to engage in any dealings or transactions with, or for the benefit of, any Sanctioned Person or with or in any Sanctioned Country. No Borrowing or Letter of Credit relates, directly or indirectly, to any activities or business of or with a Sanctioned Person or with or in a Sanctioned Country; and, the Obligors and their respective Subsidiaries and each of their Affiliates have conducted their business in material compliance with all applicable Anti-Corruption Laws. The Obligors have implemented and maintain in effect policies and procedures which are reasonably expected to ensure compliance by the Obligors and their respective Subsidiaries and their respective directors, officers, employees and agents with AML Laws, Anti-Corruption Laws or applicable Sanctions.

Section 7.25 Accounts. Set forth on Schedule 7.25 (as the same may be supplemented by the Borrower from time to time upon delivery of a written supplement to the Administrative Agent) lists all Deposit Accounts, including any Excluded Accounts, and Securities Accounts maintained by or for the benefit of the Obligors or any Restricted Subsidiary.

ARTICLE VIII
Affirmative Covenants

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents have been paid in full (other than indemnities and other contingent obligations not then due and payable and as to which no claim has been made as of the time of determination) and all Letters of Credit shall have expired, terminated or have been cash collateralized (or as to which other arrangements satisfactory to the Administrative Agent and each Issuing Bank shall have been made) and all LC Disbursements shall have been reimbursed, each of the Obligors covenants and agrees with the Lenders, and covenants and agrees with the Lenders to cause the Restricted Subsidiaries, that:

Section 8.01 Financial Statements; Other Information. The Borrower will furnish to the Administrative Agent and each Lender:

(a) Annual Financial Statements. As soon as available and not later than ninety (90) days after the end of each fiscal year of Holdings, Holdings' and its Consolidated Subsidiaries' audited consolidated balance sheet and related statements of operations, shareholders' equity and cash flows as of the end of and for such year, setting forth in comparative form the figures for the previous fiscal year

(which may be compared against the financial statements of LINN Energy, LLC or Old Holdings to the extent applicable), all reported on by KPMG, LLP or other independent public accountants of recognized national standing, without a "going concern" or like qualification, emphasis on the matter or exception (except to the extent such "going concern" qualification is solely attributable to the Maturity Date occurring within the next twelve months) and without any qualification or exception as to the scope of such audit to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of Holdings and its Consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied.

(b) Quarterly Financial Statements. As soon as available, but in any event and not later than forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year of Holdings, Holdings' and its Consolidated Subsidiaries' consolidated balance sheet and related statements of operations, shareholders' equity and cash flows as of the end of and for such quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year (which may be compared against the financial statements of LINN Energy, LLC or Old Holdings to the extent applicable), all certified by a Financial Officer as presenting fairly in all material respects the financial position and results of operations of Holdings and its Consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes.

(c) Certificate of Financial Officer — Compliance. Concurrently with any delivery of financial statements under Section 8.01(a) or Section 8.01(b), commencing with the fiscal quarter ending September 30, 2017, a certificate of a Financial Officer of Holdings in substantially the form of Exhibit B hereto (i) certifying as to whether a Default has occurred and is continuing as of the date of such certificate and, if a Default has occurred and is continuing, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations demonstrating compliance with Section 9.01, (iii) stating whether any change in GAAP or in the application thereof has occurred since the Effective Date which materially changes the calculation of any covenant or affects compliance with the terms of this Agreement and, if applicable, specifying the effect of such change on the financial statements accompanying such certificate, (iv) if, during the applicable period, all of the Consolidated Subsidiaries of Holdings are not Consolidated Restricted Subsidiaries or any Permitted Joint Ventures exist during the applicable period, additional financial information (which may be in the form of footnotes to the consolidated financial statements referred to in Section 8.01(a) or Section 8.01(b) above) setting forth calculations excluding the effects of any Unrestricted Subsidiaries that constitute Consolidated Subsidiaries and to the extent included in such consolidated financial statements, Permitted Joint Ventures, and containing such calculations for any Unrestricted Subsidiaries or such Permitted Joint Ventures as reasonably requested by the Administrative Agent, including any supporting documents used to prepare such calculations, and (v) setting forth a specification of any change in the identity of the Restricted Subsidiaries, Material

Subsidiaries, Guarantors, Unrestricted Subsidiaries and Permitted Joint Ventures as of the end of such period, as the case may be, from the Restricted Subsidiaries, Material Subsidiaries, Guarantors and Unrestricted Subsidiaries, respectively, identified on the Effective Date or in the most recently delivered certificate pursuant to this Section 8.01(c) (and, to the extent necessary, designating sufficient additional Restricted Subsidiaries as Material Subsidiaries so as to comply with the definition of "Material Subsidiary").

(d) Swap Agreements. Concurrently with any delivery of financial statements under Section 8.01(a) and Section 8.01(b), a true and complete list of all Swap Agreements, as of the last Business Day of such fiscal quarter or fiscal year, of the Borrower and each of its Restricted Subsidiaries, the material terms thereof (including the type, term, effective date, termination date and notional amounts or volumes), the net mark-to-market value therefore, any new credit support agreements relating thereto not listed on Schedule 7.20, any margin required or supplied under any credit support document, and the counterparty to each such agreement and a confidential report reflecting its projected production for each calendar year for which it has established hedge positions under Section 9.16(a)(i).

(e) Certificate of Insurer – Insurance Coverage. Concurrently with the renewal of each insurance policy maintained by the Obligors and the Restricted Subsidiaries required by Section 8.06, an ACORD evidence of insurance certificate of such insurance coverage from the insurer providing such insurance in form and substance satisfactory to the Administrative Agent, and, if requested by the Administrative Agent or any Lender, copies of all of the applicable policies.

(f) SEC and Other Filings. To the extent applicable, promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Obligors and the Restricted Subsidiaries with the SEC, or with any national securities exchange, or distributed by the Obligors and the Restricted Subsidiaries to shareholders generally, as the case may be.

(g) Notices Under Material Instruments. Promptly after the furnishing or receipt thereof, a copy of any notice of default received from any holder or holders of any Material Debt (other than the Obligations) or any trustee or agent on its or their behalf, to the extent such notice has not otherwise been delivered to the Administrative Agent hereunder.

(h) Lists of Purchasers. Concurrently with the delivery of each December 31 Reserve Report to the Administrative Agent pursuant to Section 8.11(a), a list of Persons purchasing Hydrocarbons from the Borrower and the Restricted Subsidiaries reasonably expected to account for at least eighty percent (80%) of the revenues resulting from the sale of Hydrocarbons produced from the Mortgaged Properties in the quarter following the "as of" date of such Reserve Report.

(i) Notice of Sales of Oil and Gas Properties or Liquidation of Swap Agreements. In the event the Borrower or any Restricted Subsidiary intends to Dispose of any Borrowing Base Properties (or any Equity Interests in any Restricted Subsidiary owning interests in Borrowing Base Properties) as permitted under Section 9.11(b)(iii) or Section 9.11(b)(iv), during any period between two successive Scheduled Redetermination Dates having a fair market

value, individually or in the aggregate in excess of the lesser of (x) $25,000,000 and (y) 5% of the Borrowing Base, prior written notice of such Disposition, the price thereof, the anticipated date of closing, and any other details thereof reasonably requested by the Administrative Agent or any Lender. In the event that the Borrower or any Restricted Subsidiary receives any notice of early termination of any Swap Agreement to which it is a party from any of its counterparties, or any Swap Agreement to which the Borrower or any Restricted Subsidiary is a party is Liquidated (other than the Liquidation of any Swap Agreement required pursuant to Section 6.03 and Schedule 6.03), in each case, upon which the Lenders relied in determining the most recent Borrowing Base, and the aggregate Swap PV of all such terminations or Liquidations exceeds, during any period between Scheduled Redeterminations of the Borrowing Base, $500,000, prompt written notice of the receipt of such early termination notice or such Liquidation (and in the case of a voluntary Liquidation of any Swap Agreement, prior written notice thereof), as the case may be, together with a reasonably detailed description or explanation thereof and any other details thereof requested by the Administrative Agent or any Lender.

(j) Notice of Casualty Events. Prompt written notice, and in any event within three Business Days (or such later date as the Administrative Agent may agree to in its sole discretion), of the occurrence of any Casualty Event in excess of $5,000,000 or the commencement of any action or proceeding that could reasonably be expected to result in a Casualty Event in excess of $10,000,000.

(k) Information Regarding Obligors. Prompt written notice of (and in any event within twenty (20) days after (or such later date as the Administrative Agent may agree to in its sole discretion)) any change (i) in any Obligor's corporate name or in any trade name used to identify such Person in the conduct of its business or in the ownership of its Properties, (ii) in the location of any Obligor's chief executive office or principal place of business, (iii) in any Obligor's identity or corporate structure, (iv) in any Obligor's jurisdiction of organization or such Person's organizational identification number in such jurisdiction of organization, and (v) in any Obligor's federal taxpayer identification number, if any.

(l) Production Report and Lease Operating Statements. Within forty-five (45) days after the end of each fiscal quarter, a report setting forth, for each calendar month during the then-current fiscal year to date, the volume of production and sales attributable to production (and the prices at which such sales were made and the revenues derived from such sales) for each such calendar month from the Oil and Gas Properties of the Borrower and the Restricted Subsidiaries, and setting forth the related ad valorem, severance and production taxes and lease operating expenses attributable thereto and incurred for each such calendar month.

(m) Notices of Certain Changes. Promptly, but in any event within five (5) Business Days after the execution thereof, copies of any material amendment, modification or supplement to any material agreement governing any Permitted Senior Notes or Permitted Refinancing Debt, or any amendment, modification or supplement to the certificate or articles of incorporation, by-laws, any preferred stock designation or any other organic document of the Obligors or the Restricted Subsidiaries.

(n) Annual Budgets. Concurrently with any delivery of financial statements under Section 8.01(a), a detailed quarterly business plan and budget, reasonably satisfactory to the Administrative Agent, for the then-current fiscal year of Holdings and its Consolidated Restricted Subsidiaries on a consolidated basis, including forecasts prepared by management of the Borrower.

(o) Notice of Permitted Senior Notes Issuance. Written notice on or prior to the offering of any Permitted Senior Notes incurred in reliance on Section 9.02(f), the amount thereof and the anticipated date of closing and any material agreements governing such Permitted Senior Notes.

(p) Other Requested Information. Promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of the Obligors or the Restricted Subsidiaries (including, without limitation, any Plan and any reports or other information required to be filed under ERISA), or compliance with the terms of this Agreement or any other Loan Document, as the Administrative Agent or any Lender may reasonably request.

(q) EDGAR Postings. In lieu of delivery of paper counterparts of financial statements or other information required to be delivered to the Administrative Agent and each Lender pursuant to this Section 8.01, to the extent such financial statements or other information has been published on EDGAR and/or on its website (at the date of this Agreement located at http://www.linnenergy.com), the Borrower may send to the Administrative Agent and each Lender notice that such financial statements or other information is available on EDGAR or its website and delivery of such notice shall satisfy the Borrower's requirements under this Section 8.01 to deliver to the Administrative Agent and each Lender paper counterparts of such financial statements and other information; provided, however, that if any Lender is unable to access EDGAR or the Borrower's website, the Borrower agrees to provide such Lender with paper copies of the information required to be furnished pursuant to this Section 8.01 promptly following notice from the Administrative Agent that such Lender has requested the same; provided, further, that no such notice of availability on EDGAR or the Borrower's website shall be required in connection with delivery of any documents or other information required to be delivered under Sections 8.01(f) or (m), and such documents or other information will be deemed to have been delivered on the date that such documents or other information have been published on EDGAR and/or its website. Any other information required to be delivered pursuant to this Section 8.01 shall be deemed to have been delivered on the date on which the Borrower provides notice to the Administrative Agent that such information has been posted on "EDGAR" or the Borrower's website or another website identified in such notice and accessible by the Administrative Agent without charge (and the Borrower hereby agrees to provide such notice).

Section 8.02 Notices of Material Events. The Obligors will furnish to the Administrative Agent and each Lender, promptly after any Obligor obtains knowledge thereof, written notice of the following:

(a) the occurrence of any Default or Event of Default;

(b) (i) the filing or commencement of, or the threat in writing of, any action, suit, proceeding, investigation or arbitration by or before any arbitrator or Governmental Authority against the Obligors or any Subsidiary not previously disclosed in writing to the Administrative Agent as to which there is a reasonable possibility of an adverse determination that, if adversely

determined, could reasonably be expected to result in a Material Adverse Effect and (ii) any material adverse development in any action, suit, proceeding, investigation or arbitration by or before any arbitrator or Governmental Authority against the Obligors or any Subsidiary (whether or not previously disclosed to the Lenders) that, in the case of either (i) or (ii) above, if adversely determined, could reasonably be expected to result in liability in excess of $20,000,000; and

(c) any other development that has had or could reasonably be expected to result in a Material Adverse Effect.

Each notice delivered under this Section 8.02 shall be accompanied by a statement of a Responsible Officer setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 8.03 Existence; Conduct of Business. Each Obligor will, and will cause each Restricted Subsidiary to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect (a) its legal existence and (b) the rights, licenses, permits, privileges and franchises material to the conduct of its business and maintain, if necessary, its qualification to do business in each other jurisdiction in which any of its Oil and Gas Properties is located or the ownership of its Properties requires such qualification, except in the case of clause (b) only, where the failure to so satisfy the foregoing requirements could not reasonably be expected to have a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 9.10 or any Disposition permitted under Section 9.11.

Section 8.04 Payment of Taxes. The Obligors will, and will cause each of the Restricted Subsidiaries to, pay or discharge their Tax liabilities before the same shall become delinquent except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, and such Obligor or such Restricted Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP or (b) the failure to pay or discharge the same could not reasonably be expected to result in a Material Adverse Effect.

Section 8.05 Operation and Maintenance of Properties. Each Obligor will, and will cause each of the Restricted Subsidiaries to:

(a) operate its Oil and Gas Properties and other material Properties or cause such Oil and Gas Properties and other material Properties to be operated in a careful and efficient manner in accordance with the practices of the industry and in compliance with all applicable contracts and agreements and in compliance with all Governmental Requirements, including, without limitation, applicable proration requirements and Environmental Laws, and all applicable laws, rules and regulations of every other Governmental Authority from time to time constituted to regulate the development and operation of its Oil and Gas Properties and the production and sale of Hydrocarbons and other minerals therefrom, except, in each case, where the failure to comply could not reasonably be expected to have a Material Adverse Effect.

(b) except to the extent disposed of pursuant to a transaction permitted by this Agreement, keep and maintain all Property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted.

(c) promptly pay and discharge, or make reasonable and customary efforts to cause to be paid and discharged, all delay rentals, royalties, expenses and obligations accruing under the leases or other agreements affecting or pertaining to its material Oil and Gas Properties and will do all other things necessary to keep unimpaired their rights with respect thereto and prevent any forfeiture thereof or default thereunder except, in each case, where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(d) promptly perform or make reasonable and customary efforts to cause to be performed, in accordance with industry standards and in all material respects, the obligations required by each and all of the assignments, deeds, leases, sub-leases, contracts and agreements affecting its interests in its Oil and Gas Properties and other Properties except, in each case, where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(e) to the extent neither the Borrower nor one of its Restricted Subsidiaries is the operator of any of its Oil and Gas Property, the Borrower shall use reasonable efforts to cause the operator to comply with this Section 8.05.

Section 8.06 Insurance. The Borrower and each other Obligor will, and will cause each of the Restricted Subsidiaries to, maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations. The loss payable clauses or provisions in said insurance policy or policies insuring any of the Collateral shall be endorsed in favor of and made payable to the Administrative Agent as its interests may appear and such policies shall name or otherwise include the Administrative Agent and the Lenders as "additional insureds" and provide that the insurer will endeavor to give at least thirty (30) days prior notice of any cancellation thereof to the Administrative Agent (or ten (10) days prior notice of any cancelation on account of non-payment).

Section 8.07 Books and Records; Inspection Rights. The Borrower and each other Obligor will, and will cause each of the Restricted Subsidiaries to, keep proper books of record and account in accordance with GAAP. The Borrower and each other Obligor will, and will cause each of the Restricted Subsidiaries to, permit any representatives designated by the Administrative Agent or any Lender, upon reasonable prior notice, to visit and inspect its Properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested.

Section 8.08 Compliance with Laws. The Borrower and each other Obligor will, and will cause each of the Restricted Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to them or their Property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Obligors will maintain in effect and enforce policies and procedures designed to ensure compliance by the Obligors, their respective Subsidiaries and their respective directors, officers, employees and agents with AML Laws, Anti-Corruption Laws and applicable Sanctions.

Section 8.09 Environmental Matters.

(a) Except as could not be reasonably expected to have a Material Adverse Effect, the Borrower and each other Obligor and each of their Subsidiaries shall at its sole expense (including such contribution from third parties as may be available): (i) comply, and shall cause its Properties and operations and each Subsidiary and each Subsidiary's Properties and operations to comply, with all applicable Environmental Laws; (ii) not dispose of or otherwise Release, and shall cause each Subsidiary not to dispose of or otherwise Release, any Hazardous Material on, under, about or from any of the Borrower's or its Subsidiaries' Properties or any other Property to the extent caused by the Borrower's or any of its Subsidiaries' operations except in compliance with applicable Environmental Laws; (iii) timely obtain or file, and shall cause each Subsidiary to timely obtain or file, applications for all Environmental Permits required to be obtained or filed in connection with the operation or use of the Borrower's, any other Obligors', or their respective Subsidiaries' Properties; and (iv) promptly commence and diligently prosecute to completion, and shall cause each Subsidiary to promptly commence and diligently prosecute to completion, any assessment, evaluation, investigation, monitoring, containment, cleanup, removal, repair, restoration, remediation or other remedial obligations (collectively, the "Remedial Work") in the event any Remedial Work is required or reasonably necessary under applicable Environmental Laws because of or in connection with the actual or suspected past, Release of Hazardous Material on, under, about or from any of the Borrower's, any other Obligors', or their respective Subsidiaries' Properties; provided, however, that the Borrower and each other Obligor and each of the Restricted Subsidiaries shall not be required to undertake any such cleanup, removal, remedial or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and appropriate reserves are being maintained with respect to such circumstances in accordance with GAAP.

(b) Each Obligor will promptly, but in any event within five (5) Business Days thereof, notify the Administrative Agent and the Lenders in writing of any threatened action, investigation or inquiry by any Governmental Authority or any threatened demand or lawsuit by any landowner or other third party against the Borrower, any other Obligor or their respective Subsidiaries or their Properties of which the Borrower or any other Obligor has knowledge in connection with any Environmental Laws (excluding routine testing and corrective action) if the Borrower reasonably anticipates that such action will result in liability (whether individually or in the aggregate) in excess of $10,000,000, not fully covered by insurance, subject to normal deductibles.

(c) The Obligors will, and will cause each Restricted Subsidiary to, provide such environmental audits, studies and tests as may be reasonably requested by the Administrative Agent and the Lenders and no more than once per year in the absence of any Event of Default (or as otherwise reasonably required to be obtained by the Administrative Agent or the Lenders by any Governmental Authority), in connection with any future acquisitions of material Oil and Gas Properties or other material Properties.

Section 8.10 Further Assurances.

(a) The Borrower and each other Obligor at its sole expense will, and will cause each of its Restricted Subsidiaries to, promptly execute and deliver to the Administrative Agent all such other documents, agreements and instruments reasonably requested by the Administrative Agent to comply with, cure any defects (in regards to errors and mistakes), or accomplish the conditions precedent, covenants and agreements of the Obligors or the Restricted Subsidiaries, as the case may be, in the Loan Documents, including the Notes, or to further evidence and more fully describe the collateral intended as security for the Obligations, or to correct any mistakes in this Agreement or the Security Instruments or to perfect, protect or preserve any Liens created pursuant to this Agreement or any of the Security Instruments or the priority thereof, or to make any recordings, file any notices or obtain any consents, all as may be reasonably necessary or appropriate, in the reasonable discretion of the Administrative Agent, in connection therewith.

(b) The Borrower and each other Obligor hereby authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Mortgaged Property without the signature of the Borrower or any other Obligor where permitted by law. A carbon, photographic or other reproduction of the Security Instruments or any financing statement covering the Mortgaged Property or any part thereof shall be sufficient as a financing statement where permitted by law. Each Obligor acknowledges and agrees that any financing statement may describe the Collateral as "all assets" of the Borrower or the applicable Guarantor or words of similar effect as may be required by the Administrative Agent. The Administrative Agent will promptly send the Borrower any financing or continuation statements it files without the signature of the Borrower or any other Obligor and the Administrative Agent will promptly send the Borrower the filing or recordation information with respect thereto.

Section 8.11 Reserve Reports.

(a) In connection with the March 2018 Redetermination, the Borrower shall furnish to the Administrative Agent and the Lenders a Reserve Report on or before February 15, 2018 evaluating the Oil and Gas Properties of the Borrower and the Restricted Subsidiaries as of December 31, 2017, which Reserve Report shall be prepared by one or more Approved Petroleum Engineers. On or before March 1st and September 1st of each year, commencing September 1, 2018, the Borrower shall furnish to the Administrative Agent and the Lenders a Reserve Report as of the immediately preceding December 31 or June 30, as applicable. The Reserve Report as of December 31 of each year shall be prepared by one or more Approved Petroleum Engineers and the June 30 Reserve Report of each year shall be prepared by or under the supervision of the chief engineer of the Borrower who shall certify such Reserve Report to be true and accurate in all material respects and to have been prepared, except as otherwise specified therein, in accordance with the procedures used in the immediately preceding December 31 Reserve Report.

(b) In the event of an Interim Redetermination, the Borrower shall furnish to the Administrative Agent and the Lenders a Reserve Report prepared by or under the supervision of the chief engineer of the Borrower who shall certify such Reserve Report to be true and accurate in all material respects and to have been prepared, except as otherwise specified therein, in accordance with the procedures used in the immediately preceding December 31 Reserve Report. For any Interim Redetermination requested by the Administrative Agent or the Borrower pursuant to Section 2.07(b), the Borrower shall provide such Reserve Report with an "as of" date as required by the Administrative Agent as soon as possible, but in any event no later than thirty (30) days following the receipt of such request.

(c) With the delivery of each Reserve Report, the Borrower shall provide to the Administrative Agent and the Lenders a certificate from a Responsible Officer, in substantially the form of Exhibit G hereto (the "Reserve Report Certificate"), certifying that in all material respects: (i) the information provided by the Borrower in connection with the preparation of such Reserve Report and any other information delivered in connection therewith by the Borrower is true and correct, and any projections based upon such information have been prepared in good faith based upon assumptions believed by the Borrower to be reasonable, subject to uncertainties inherent in all projections, (ii) the Borrower and the Restricted Subsidiaries own good and defensible title to the Oil and Gas Properties evaluated in such Reserve Report and such Properties are free of all Liens except for Liens permitted by Section 9.03, (iii) except as set forth on an exhibit to the certificate, on a net basis there are no gas imbalances, take or pay or other prepayments in excess of the volume specified in Section 7.18 with respect to the Oil and Gas Properties evaluated in such Reserve Report that would require the Borrower or the Restricted Subsidiaries to deliver Hydrocarbons either generally or produced from such Oil and Gas Properties at some future time without then or thereafter receiving full payment therefor, (iv) none of the Oil and Gas Properties evaluated in the immediately preceding Reserve Report have been sold since the date of the last Borrowing Base redetermination except as set forth on an exhibit to the certificate, which certificate shall list all of the Oil and Gas Properties sold and in such detail as reasonably required by the Administrative Agent, (v) attached to the certificate is a list of all marketing agreements entered into subsequent to the later of the date hereof or the most recently delivered Reserve Report that the Borrower could reasonably be expected to have been obligated to list on Schedule 7.19 had such agreement been in effect on the date hereof and (vi) attached thereto is a schedule of the Oil and Gas Properties evaluated by such Reserve Report that are Mortgaged Properties and demonstrating that the percentage of the total value of the Oil and Gas Properties evaluated by such Reserve Report that such Mortgaged Properties represent is in compliance with Section 8.13(a).

Section 8.12 Title Information.

(a) On or before the delivery to the Administrative Agent and the Lenders of each Reserve Report required by Section 8.11, to the extent requested by the Administrative Agent, the Borrower will deliver title information in form and substance reasonably acceptable to the Administrative Agent covering enough of the Oil and Gas Properties evaluated by such Reserve Report that were not included in the immediately preceding Reserve Report, so that the Administrative Agent shall have received together with title information previously delivered to the Administrative Agent, reasonably satisfactory title information on at least 75% of the total value of the proved Oil and Gas Properties evaluated by such Reserve Report.

(b) If the Borrower has provided title information for additional Properties under Section 8.12(a), the Borrower shall, within 60 days of notice from the Administrative Agent that title defects or exceptions exist with respect to such additional Properties, either (i) cure any such title defects or exceptions (including defects or exceptions as to priority) which are not permitted by Section 9.03, (ii) substitute acceptable Mortgaged Properties with no title defects or exceptions (other than Liens which are permitted by Section 9.03) having an equivalent value or (iii) deliver title information in form and substance reasonably acceptable to the Administrative Agent so that the Administrative Agent shall have received, together with title information previously delivered to the Administrative Agent, reasonably satisfactory title information on at least 75% of the total value of the proved Oil and Gas Properties evaluated by such Reserve Report.

(c) If the Borrower is unable to cure any title defect requested by the Administrative Agent or the Lenders to be cured within the 60-day period or the Borrower does not comply with the requirements to provide acceptable title information as required by Section 8.12(a) and Section 8.12(b), such default shall not be a Default, but instead the Administrative Agent and/or the Majority Lenders shall have the right to exercise the following remedy in their sole discretion from time to time, and any failure to so exercise this remedy at any time shall not be a waiver as to future exercise of the remedy by the Administrative Agent or the Lenders. To the extent that the Administrative Agent or the Majority Lenders are not reasonably satisfied with title to any Mortgaged Property after the 60-day period has elapsed, such unacceptable Mortgaged Property shall not count towards the requirements of Section 8.12(a) and Section 8.12(b), and the Administrative Agent may send a notice to the Borrower and the Lenders that the then outstanding Borrowing Base shall be reduced by an amount as determined by the Required Lenders to cause the Borrower to be in compliance with the requirement to provide acceptable title information pursuant to Section 8.12(a) and Section 8.12(b). Such new Borrowing Base shall become effective immediately after receipt of such notice.

Section 8.13 Additional Collateral; Additional Guarantors.

(a) In connection with each redetermination of the Borrowing Base, the Borrower shall review the Reserve Report and the list of current Mortgaged Properties (as described in Section 8.11(c)(vi)) to ascertain whether the Mortgaged Properties represent at least 85% of the total value of the proved Oil and Gas Properties of the Borrower and the Restricted Subsidiaries evaluated in the most recently completed Reserve Report, after giving effect to exploration and production activities, acquisitions, dispositions and production. In the event that the Mortgaged Properties represent less than 85% of the total value of the proved Oil and Gas Properties of the Borrower and the Restricted Subsidiaries evaluated in the most recently completed Reserve Report delivered to the Administrative Agent, then the Borrower shall, and shall cause each of its Restricted Subsidiaries to, grant, within sixty (60) days (or such later date as the Administrative Agent may agree to in its sole discretion) of the delivery of the Reserve Report Certificate, to the Administrative Agent or its designee as security for the Obligations a first-priority Lien interest (subject to Liens permitted by Section 9.03 which may attach to Mortgaged Property) on additional Oil and Gas Properties of the Borrower and the Restricted Subsidiaries not already subject to a Lien of the Security Instruments such that after giving effect thereto, the value of the Mortgaged Properties is equal to or greater than 85% of the total value of the proved Oil and Gas Properties of the Borrower and the Restricted Subsidiaries evaluated in such Reserve Report. All such Liens will be created and perfected by and in accordance with the provisions of the Guarantee and Collateral Agreement, deeds of trust, mortgages, security agreements and financing statements or other Security Instruments, all in form and substance reasonably satisfactory to the Administrative Agent or its designee and in sufficient executed (and acknowledged where necessary or appropriate) counterparts for recording purposes. In order to comply with the foregoing, if any Restricted Subsidiary places a Lien on its Oil and Gas Properties and such Restricted Subsidiary is not a Guarantor, then it shall become a Guarantor and comply with Section 8.13(b).

(b) The Borrower shall promptly cause each Material Subsidiary to become a Guarantor and guarantee the Obligations pursuant to the Guarantee and Collateral Agreement. In connection with any such guaranty, the Borrower shall, or shall cause the Restricted Subsidiaries to, promptly, but in any event no later than 15 days (or such later date as the Administrative Agent may agree to in its sole discretion) after the formation or acquisition (or other similar event, including an Immaterial Subsidiary becoming a Material Subsidiary or upon the designation of an Unrestricted Subsidiary as a Restricted Subsidiary) of any Material Subsidiary to, (i) cause such Material Subsidiary to execute and deliver a joinder and supplement to the Guarantee and Collateral Agreement, (ii) (A) pledge all of the Equity Interests issued by such Material Subsidiary and (B) cause such Material Subsidiary to pledge all of the Equity Interests directly owned by such Material Subsidiary in its respective Subsidiaries and Permitted Joint Ventures (including, without limitation, delivery of original stock certificates evidencing such Equity Interests, together with an appropriate undated stock power for each certificate duly executed in blank by the registered owner thereof); provided, that such pledge shall be limited to 65% of the voting Equity Interests in any Foreign Subsidiary, and (iii) execute and deliver such other additional closing documents, certificates and legal opinions as shall reasonably be requested by the Administrative Agent or its designee.

Section 8.14 ERISA Event. The Obligors will promptly furnish, and will cause their respective Subsidiaries and any ERISA Affiliate to promptly furnish, to the Administrative Agent (a) immediately upon becoming aware of the occurrence of any ERISA Event, a written notice signed by the President or the principal Financial Officer of such Obligor, Subsidiary or ERISA Affiliate, as the case may be, specifying the nature thereof, what action such Obligor, Subsidiary or ERISA Affiliate is taking or proposes to take with respect thereto, and, if then known, any action taken or proposed by the Internal Revenue Service, the Department of Labor or the PBGC with respect thereto, and (b) immediately upon receipt thereof, copies of any notice of the PBGC's intention to terminate or to have a trustee appointed to administer any Plan.

Section 8.15 Marketing Activities. With respect to marketing activities for Hydrocarbons, the Borrower and its Restricted Subsidiaries will only enter into: (a) contracts for the sale of Hydrocarbons scheduled or reasonably estimated to be produced from their proved Oil and Gas Properties during the period of such contract, (b) contracts for the sale of Hydrocarbons scheduled or reasonably estimated to be produced from proved Oil and Gas Properties of third parties during the period of such contract associated with the Oil and Gas Properties of the Borrower and its Restricted Subsidiaries that the Borrower or one of its Restricted Subsidiaries has the right to market pursuant to joint operating agreements, unitization agreements or other similar contracts that are usual and customary in the oil and gas business and (c) other contracts for the purchase and/or sale of Hydrocarbons of third parties (i) which have generally offsetting provisions (i.e., corresponding pricing mechanics, delivery dates and points and volumes) such that no "position" is taken and (ii) for which appropriate credit support has been taken to alleviate the material credit risks of the counterparty thereto.

Section 8.16 Accounts.

(a) The Obligors shall, and shall cause each Restricted Subsidiary to: (i) deposit or cause to be deposited directly, all Cash Receipts into one or more Deposit Accounts in which the Administrative Agent has been granted a first-priority Lien (subject to Excepted Liens of the type described in clause (e) of the definition thereof) and that, in each case, is listed on Schedule 7.25 (as the same may be supplemented by the Borrower from time to time upon delivery of a written supplement to the Administrative Agent) and is subject to an Account Control Agreement (in each case, other than amounts referred to in the definition of "Excluded Accounts", which may be deposited in Excluded Accounts) and (ii) deposit or credit or cause to be deposited or credited directly, all securities and financial assets held or owned by (whether directly or indirectly), credited to the account of, or otherwise reflected as an asset on the balance sheet of, Holdings and the Consolidated Restricted Subsidiaries (including, without limitation, all marketable securities, treasury bonds and bills, certificates of deposit, investments in money market funds and commercial paper) into one or more Securities Accounts in which the Administrative Agent has been granted a first-priority Lien (subject to Excepted Liens of the type described in clause (e) of the definition thereof) and that is listed on Schedule 7.25 (as the same may be supplemented by the Borrower from time to time upon delivery of a written supplement to the Administrative Agent) and that is subject to an Account Control Agreement. When all of the General Unsecured Claims have been paid or settled, the General Unsecured Claims Account shall be either closed and any remaining proceeds deposited in a Deposit Account subject to an Account Control Agreement, or the General Unsecured Claims Account shall cease to be an Excluded Account and become subject to an Account Control Agreement.

(b) On or before the date that is 30 days following the Spinoff Part I Effective Date (or such later date as the Administrative Agent may agree in its reasonable discretion), the Borrower shall deliver to the Administrative Agent duly executed counterparts of an Account Control Agreement for each of New LINN's and MidCo's Deposit Accounts and Securities Accounts (other than Excluded Accounts) (the date of such delivery, the "Control Agreement Delivery Date"); provided that, until the Control Agreement Delivery Date, the aggregate balance in all of Holdings' and MidCo's Deposit Accounts and Securities Accounts not subject to an Account Control Agreement shall not exceed $500,000.

ARTICLE IX
Negative Covenants

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents have been paid in full (other than indemnities and other contingent obligations not then due and payable and as to which no claim has been made as of the time of determination) and all Letters of Credit shall have expired, terminated or have been cash collateralized (or as to which other arrangements satisfactory to the Administrative Agent and each Issuing Bank shall have been made) and all LC Disbursements shall have been reimbursed, each of the Obligors covenants and agrees with the Lenders that, and covenants and agrees to cause the Restricted Subsidiaries that:

Section 9.01 Financial Covenants.

(a) Maximum Net Leverage Ratio. Holdings will not permit, as of the last day of each fiscal quarter, beginning with the fiscal quarter ending September 30, 2017, the Net Leverage Ratio to exceed 4.00 to 1.00.

(b) Current Ratio. Holdings will not permit, as of the last day of any fiscal quarter, beginning with the fiscal quarter ending September 30, 2017, the Current Ratio to be less than 1.00 to 1.00.

Section 9.02 Debt. The Obligors will not, and will not permit any of the Restricted Subsidiaries to, incur, create, assume or suffer to exist any Debt, except:

(a) the Loans, other Obligations and any guaranty of or suretyship arrangement in respect thereof.

(b) intercompany Debt between or among (i) the Borrower and any Subsidiary Guarantor, (ii) any Restricted Subsidiary that is not a Guarantor and any other Restricted Subsidiary that is not a Guarantor or (iii) the Borrower or any Subsidiary Guarantor to any Restricted Subsidiary that is not a Guarantor to the extent permitted by Section 9.05(g); provided that such Debt is not held, assigned, transferred, negotiated or pledged to any Person other than the Administrative Agent for the benefit of the Lenders, the Borrower or a Subsidiary Guarantor, and, provided further, that any such Debt for borrowed money (including without limitation intercompany receivables or other obligations) owed by either the Borrower or any Obligor shall be subordinated to the Obligations on the terms set forth in the Guarantee and Collateral Agreement.

(c) endorsements of negotiable instruments for collection in the ordinary course of business.

(d) Debt of the Borrower or the Restricted Subsidiaries (i) associated with bonds or surety obligations required by Governmental Requirements in connection with the operation of the Oil and Gas Properties in the ordinary course of business and (ii) comprised of guarantees of obligations of Restricted Subsidiaries under marketing agreements entered into in the ordinary course of business and which do not constitute Debt for borrowed money.

(e) Debt of the Borrower and the Restricted Subsidiaries under Capital Leases and Debt incurred to finance the purchase, construction or improvement of such capital assets (excluding real property interests) secured by Liens permitted by Section 9.03(c) in an aggregate principal amount not to exceed $25,000,000.

(f) Permitted Senior Notes and any guarantees thereof incurred after the Effective Date; provided that (i) both before and immediately after giving effect to the incurrence of such Debt, no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing or would result therefrom (after giving effect to any concurrent repayment of Debt with the proceeds thereof, the Borrowing Base adjustment under Section 2.07(e) and any prepayment made pursuant to Section 3.04(c)(iii)); (ii) such Debt and any guarantees thereof (A) are on terms and conditions that are not more restrictive, taken as a whole, than those contained in this Agreement and the other Loan Documents, as reasonably determined by the Borrower in good faith, and (B) do not contain financial covenants that are more restrictive than those contained in this Agreement and the other Loan Documents; (iii) immediately after the incurrence of such Debt, the Borrowing Base shall be adjusted in accordance with Section 2.07(e) and prepayment shall be made to the extent required by Section 3.04(c)(iii); (iv) such Debt does not have any scheduled

principal amortization prior to the date that is 180 days after the Maturity Date; (v) such Debt does not mature sooner than the date that is 180 days after the Maturity Date; (vi) the economic terms of such Debt and any guarantees thereof, taken as a whole, are on market terms for issuers of similar size and credit quality given the then prevailing market conditions as reasonably determined by the Borrower in good faith; (vii) both before, and immediately after giving effect to, the incurrence of such Debt and any guarantees thereof, the Pro Forma Net Leverage Ratio shall not exceed 4.00 to 1.00; (viii) such Debt does not have any mandatory prepayment or redemption provisions which would require a mandatory prepayment or redemption thereof in priority to the Obligations; (ix) no Subsidiary or other Person is required to guarantee such Debt unless such Subsidiary or other Person has guaranteed the Obligations pursuant to the Guarantee and Collateral Agreement; (x) if such Debt is senior subordinated Debt, such Debt is expressly subordinate to the payment in full of all of the Obligations on terms and conditions reasonably satisfactory to the Administrative Agent and (xi) the Borrower shall have complied with Section 8.01(o).

(g) Permitted Refinancing Debt and any guarantees thereof, the proceeds of which shall be used concurrently with the incurrence thereof to refinance any outstanding Permitted Senior Notes permitted under Section 9.02(f) or to refinance any outstanding Refinanced Debt, as the case may be; provided that both before and immediately after giving effect to the incurrence of such Permitted Refinancing Debt (and the concurrent repayment of Permitted Senior Notes or Refinanced Debt, as the case may be, with the proceeds of such incurrence), no Default, Event of Default or Borrowing Base Deficiency shall have occurred and be continuing or would result therefrom.

(h) Debt in the form of guaranties by the Obligors of Debt of (i) the Borrower or any Subsidiary Guarantor permitted under this Section 9.02 or (ii) other Persons to the extent an Investment would be permitted in such Person under Section 9.05(g).

(i) other Debt in an aggregate principal amount not to exceed $30,000,000 at any one time outstanding.

Section 9.03 Liens. The Obligors will not, and will not permit any of the Restricted Subsidiaries to, create, incur, assume or permit to exist any Lien on any of their respective Properties (now owned or hereafter acquired), except:

(a) Liens securing the payment of any Obligations.

(b) Excepted Liens.

(c) Liens securing Capital Leases and Liens encumbering assets (and those described in subclause (ii) below) securing Debt incurred to finance the purchase, construction or improvement of such assets (and any refinancings thereof which do not increase the principal amount thereof); provided that (i) the principal amount of the Debt secured by a purchased asset shall not exceed one hundred percent (100%) of the purchase price of such asset, (ii) such Liens shall not extend to or encumber any other asset of the Obligors or the Restricted Subsidiaries other than the agreement, any related contracts, intangibles and other assets that are incidental thereto, including accessions thereto and replacements thereof, and proceeds and individual financings

may be cross-collateralized with other asset specific acquisition/construction financings provided by such Person or its Affiliates, and (iii) such Liens shall attach to such purchased, constructed or improved asset within 180 days after such acquisition or the completion of such construction or improvement (or substantially contemporaneously with refinancings of such Debt which do not increase the principal amount thereof).

(d) Liens on Property of the Borrower and the Restricted Subsidiaries (other than proved Oil and Gas Properties or Property constituting Collateral) not otherwise permitted by any other clause of this Section 9.03; provided that the aggregate principal or face amount of all Debt secured under this Section 9.03(d) shall not exceed $15,000,000 at any time.

Section 9.04 Dividends, Distributions and Redemptions.

(a) Restricted Payments. The Obligors will not, and will not permit any of the Restricted Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, return any capital to holders of its Equity Interests or make any distribution of its Property to its respective Equity Interest holders, except:

(i) each of Holdings, MidCo and the Parent may declare and pay dividends or distributions with respect to its Equity Interests payable solely in additional shares of its Equity Interests (other than Disqualified Capital Stock);

(ii) any Restricted Subsidiary of the Borrower may declare and pay dividends or distributions ratably with respect to its Equity Interests to its direct parent that is the Borrower or a Subsidiary Guarantor;

(iii) (A) the Borrower may declare and pay dividends or distributions to the Parent, to permit the Parent to pay (or the Borrower may pay on behalf of the Parent), (1) Taxes then due and owing by the Parent and (2) reasonable compensation and expenses of directors and officers of the Parent incurred in the ordinary course of business consistent with customary industry practice; (B) the Parent may declare and pay dividends or distributions to MidCo, to permit MidCo to pay (or the Parent may pay on behalf of MidCo), (1) Taxes then due and owing by MidCo and (2) reasonable compensation and expenses of directors and officers of the MidCo incurred in the ordinary course of business consistent with customary industry practice; and (C) MidCo may declare and pay dividends or distributions to Holdings, to permit Holdings to pay (or MidCo may pay on behalf of Holdings), (1) Taxes then due and owing by Holdings and (2) reasonable compensation and expenses of directors and officers of Holdings incurred in the ordinary course of business consistent with customary industry practice;

(iv) so long as, both before and immediately after giving effect thereto, each of the RP/Investment Conditions is satisfied: (A) the Borrower or any Restricted Subsidiary may declare and pay dividends or distributions to the Parent, the Parent may declare and pay dividends or distributions to MidCo, MidCo may declare and pay dividends and distributions to Holdings and Holdings may declare and pay dividends, in each case in cash, ratably with respect to its Equity Interests and (B) Holdings may repurchase or otherwise acquire, for cash, its Equity Interests (other than Disqualified Capital Stock or preferred equity) from the holders of its Equity Interests;

(v) so long as (A) no Default or Event of Default has occurred and is continuing or would result therefrom and (B) the Equity Interests of such relevant Obligor or Restricted Subsidiary are not listed for trading on a national exchange at the time of vesting and/or settlement of an award made under such entity's respective incentive equity plan, program or arrangement, then such Obligor or Restricted Subsidiary may withhold the number of Equity Interests otherwise deliverable pursuant to such award with a fair market value equal to the total income and employment taxes imposed as a result of the vesting and/or settlement of such award and may make such tax payment (or may make a payment in the amount of such tax payment to the holder of the award);

(vi) so long as no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing or would result therefrom, the Obligors or any Restricted Subsidiary may distribute, or make other Restricted Payments of, Equity Interests in Unrestricted Subsidiaries or Permitted Joint Ventures to the holders of their Equity Interests; and

(vii) subject to the satisfaction of the conditions set forth in Section 12.22, the Spinoff Part II Transactions to the extent constituting Restricted Payments or otherwise prohibited by this Section 9.04(a).

(b) Redemption or Repayment of Permitted Senior Notes or Permitted Refinancing Debt. The Obligors will not, and will not permit any Restricted Subsidiary to:

(i) call, make or offer to make any optional Redemption of or otherwise optionally Redeem whether in whole or in part or repay any Permitted Senior Notes or Permitted Refinancing Debt, except (A) with the proceeds of Permitted Refinancing Debt or (B) so long as, both before and immediately after giving effect thereto, each of the RP/Investment Conditions is satisfied; or

(ii) amend, modify, waive or otherwise change, consent or agree to any amendment, modification, waiver or other change to, any of the terms of any notes evidencing, or any indenture, agreement, instrument, certificate or other document relating to, any Permitted Senior Notes or Permitted Refinancing Debt if:

(A) the effect of such amendment, modification or waiver is to shorten the final maturity to a date that is earlier than the date that is 91 days after the Maturity Date, or increase the amount of any payment of principal thereof or increase the rate or shorten any period for payment of interest thereon or modify the method of calculating the interest rate;

(B) such action adds, amends, changes or otherwise modifies covenants, events of default or other agreements to the extent such covenants, events of default or other agreements are more restrictive, taken as a whole, than those contained in this Agreement or the other Loan Documents, or financial covenants that are more restrictive than those contained in this Agreement, in each case, as reasonably determined by the Borrower in good faith;

(C) such action requires the payment of a consent, amendment, waiver or other similar fee on the stated principal amount thereof, unless both before and immediately after giving effect thereto, each of the RP/Investment Conditions is satisfied; or

(D) such action creates a security interest or adds collateral in favor of the holder; or

(iii) the effect of such amendment, modification or waiver is to designate any Permitted Senior Notes or Permitted Refinancing Debt as subordinate to any other Debt (other than the Obligations) unless such Permitted Senior Notes or Permitted Refinancing Debt is expressly subordinate to the payment in full of all of the Obligations on terms and conditions reasonably satisfactory to the Administrative Agent.

Section 9.05 Investments, Loans and Advances. The Obligors will not, and will not permit any of the Restricted Subsidiaries to, make or permit to remain outstanding any Investments in or to any Person, except that the foregoing restriction shall not apply to:

(a) Investments existing on the Effective Date set forth on Schedule 9.05;

(b) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(c) cash and Cash Equivalents;

(d) Investments (i) the consideration of which consists solely of common Equity Interests of Holdings, or warrants options or other rights to purchase or acquire common Equity Interests of Holdings or (ii) in an amount not to exceed the net cash proceeds of one or more offerings of common Equity Interests of Holdings (the "Qualifying Net Cash Proceeds"), in each case, to the extent not constituting a Change in Control; provided that, in the case of clause (ii) above: (A) both before, and immediately after giving effect to, any such Investment, no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing or would result therefrom and (B) any such Investment is made within 90 days after the receipt by Holdings of the Qualifying Net Cash Proceeds (provided that Qualifying Net Cash Proceeds shall be reduced on a dollar-for-dollar basis by any Restricted Payments made by Holdings in cash during such 90 day period prior to the making of Investments with such Qualifying Net Cash Proceeds);

(e) [Reserved];

(f) direct or indirect Investments in Equity Interests issued by (i) a Permitted Joint Venture solely as a result of the Disposition of Permitted Asset Sale Properties to such Permitted Joint Venture, to the extent permitted pursuant to Section 9.11(d) and (ii) Unrestricted Subsidiaries solely as a result of the Disposition of Permitted Asset Sale Properties to such Unrestricted Subsidiaries, to the extent permitted pursuant to Section 1.06, Section 9.11(d) and Section 9.21(b);

(g) Investments (i) directly or indirectly by the Parent, MidCo or Holdings in the Borrower or any Subsidiary Guarantor; (ii) made by the Borrower in or to any other Person that, prior to such Investment, is a Subsidiary Guarantor; (iii) made by any Restricted Subsidiary in or to the Borrower or any other Person that, prior to such Investment, is a Subsidiary Guarantor;

(iv) made by any Restricted Subsidiary that is not a Guarantor in or to the Borrower or any other Restricted Subsidiary; or (v) made by any Obligor in any Restricted Subsidiary that is not a Subsidiary Guarantor; provided, that the aggregate amount at any time outstanding pursuant to this clause (v) shall not exceed $1,000,000;

(h) [Reserved];

(i) Consideration (other than cash consideration) received by an Obligor or a Restricted Subsidiary pursuant to a Disposition permitted under Section 9.11, to the extent such consideration is permitted pursuant to Section 9.11;

(j) Loans or advances to employees, officers or directors in the ordinary course of business of the Obligors or the Restricted Subsidiaries, in each case only as permitted by applicable law, including Section 402 of the Sarbanes Oxley Act of 2002, but in any event not to exceed $2,500,000 in the aggregate at any time;

(k) Investments in stock, obligations or securities received in settlement of debts arising from Investments permitted under this Section 9.05 owing to the Obligors or the Restricted Subsidiaries as a result of a bankruptcy or other insolvency proceeding of the obligor in respect of such debts or upon the enforcement of any Lien in favor of the Obligors or the Restricted Subsidiaries, provided that the Borrower shall give the Administrative Agent prompt written notice in the event that the aggregate amount of all Investments held at any one time under this Section 9.05(k) exceeds $1,000,000;

(l) Investments made in connection with the purchase, lease or other acquisition of tangible assets of any Person, and Investments made in connection with the purchase, lease or other acquisition of all or substantially all of the business of any Person, or all of the Equity Interests of any Person, so long as such Person becomes a Restricted Subsidiary immediately after giving effect to such Investment, or any division, line of business or business unit of any Person (including by the merger or consolidation of such Person into the Borrower or any Guarantor); provided that (i) the Borrower promptly complies with the requirements of Section 8.13 in connection with any newly acquired Restricted Subsidiary to the extent required thereby, (ii) no Default, Event of Default or Borrowing Base Deficiency exists both before and after giving effect to any such Investment and (iii) both before, and immediately after giving effect to any such Investment, the Pro Forma Net Leverage Ratio shall not exceed 4.00 to 1.00;

(m) Investments permitted by Section 9.10;

(n) Other Investments not to exceed in the aggregate at any time outstanding an amount equal to $25,000,000;

(o) Other Investments, so long as, both before and immediately after giving effect thereto, each of the RP/Investment Conditions is satisfied;

(p) Any guarantee permitted under Section 9.02; and

(q) Subject to the satisfaction of the conditions set forth in Section 12.22, the Spinoff Part II Transactions to the extent constituting an Investment.

Section 9.06 Nature of Business. The Obligors will not, and will not permit any of the Restricted Subsidiaries to, allow any material change to be made in the character of its business as an independent oil and gas exploration and production company and activities reasonably incidental or related thereto. The Borrower and Obligors will not, and will not permit any of the Restricted Subsidiaries to, operate its business outside the geographical boundaries of the United States.

Section 9.07 Proceeds of Loans. The Borrower will not permit the proceeds of the Loans and Letters of Credit to be used for any purpose other than those permitted by Section 7.21. None of Holdings, MidCo, the Parent, the Borrower, their respective Subsidiaries or any Person acting on behalf of Holdings, MidCo, the Parent, the Borrower or their respective Subsidiaries has taken or will take any action which would cause any of the Loan Documents to violate Regulations T, U or X or any other regulation of the Board or to violate Section 7 of the Exchange Act. If requested by the Administrative Agent, the Borrower will furnish to the Administrative Agent a statement to the foregoing effect in conformity with the requirements of FR Form U-1 or such other form referred to in Regulation U, Regulation T or Regulation X of the Board, as the case may be. The Borrower will not request any Borrowing or Letter of Credit, and the proceeds of any Borrowing or Letter of Credit shall not, directly or indirectly, be used, or lent, contributed or otherwise made available to any Subsidiary, other Affiliate, joint venture partner or other Person, (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws or AML Laws, (B) for the purpose of funding, financing or facilitating any activity, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country (including, but not limited to, transshipment or transit through a Sanctioned Country), or involving any goods originating in or with a Sanctioned Person or Sanctioned Country, or (C) in any manner that would result in the violation of any Sanctions by any Person (including any Person participating in the transactions contemplated hereunder, whether as underwriter, advisor, lender, issuing bank, investor or otherwise).

Section 9.08 ERISA Compliance. Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect or result in a Lien arising under ERISA or Section 430 of the Code, the Obligors or their respective Subsidiaries will not at any time:

(a) terminate, or permit any ERISA Affiliate to terminate, any Plan in a manner, or take any other action with respect to any Plan, which could result in any liability of the Obligors, any of their respective Subsidiaries or any ERISA Affiliate to the PBGC.

(b) contribute to or assume an obligation to contribute to, or permit any ERISA Affiliate to contribute to or assume an obligation to contribute to, any Multiemployer Plan.

(c) acquire, or permit any ERISA Affiliate to acquire, an interest in any Person that causes such Person to become an ERISA Affiliate with respect to the Obligors or their respective Subsidiaries or with respect to any ERISA Affiliate of the Obligors or their respective Subsidiaries if such Person sponsors, maintains or contributes to, or at any time in the six-year period preceding such acquisition has sponsored, maintained, or contributed to, (i) any Multiemployer Plan, or (ii) any other plan that is subject to Title IV of ERISA under which the actuarial present value of the benefit liabilities under such Plan exceeds the current value of the assets (computed on a plan termination basis in accordance with Title IV of ERISA) of such Plan allocable to such benefit liabilities.

(d) engage in, or permit any ERISA Affiliate to engage in, any transaction in connection with which the Obligors, their respective Subsidiaries or any ERISA Affiliate could be subject to either a civil penalty assessed pursuant to subsections (c), (i), (l) or (m) of Section 502 of ERISA or a tax imposed by Chapter 43 of Subtitle D of the Code.

(e) fail to make, or permit any ERISA Affiliate to make, full payment when due of all amounts which, under the provisions of any Plan, agreement relating thereto or applicable law, any Obligor, any of their respective Subsidiaries or any ERISA Affiliate is required to pay as contributions thereto.

(f) permit to exist, or allow any ERISA Affiliate to permit to exist, any waived funding deficiency within the meaning of Section 302 of ERISA or Section 412 of the Code with respect to any Plan.

(g) permit, or allow any ERISA Affiliate to permit, the actuarial present value of the benefit liabilities under any Plan that is subject to Title IV of ERISA to exceed the current value of the assets (computed on a plant termination basis in accordance with Title IV of ERISA) of such Plan allocable to such benefit liabilities. The term “actuarial present value of the benefit liabilities” shall have the meaning specified in Section 4041 of ERISA.

(h) incur, or permit any ERISA Affiliate to incur, a liability to or on account of a Plan under Sections 515, 4062, 4063, 4064, 4201 or 4204 of ERISA.

(i) contribute to or assume an obligation to contribute to, or permit any ERISA Affiliate to contribute to or assume an obligation to contribute to, any employee welfare benefit plan, as defined in Section 3(1) of ERISA, including any such plan maintained to provide benefits to former employees of such entities, that may not be terminated by such entities in their sole discretion at any time without any material liability.

(j) permit any Plan to (i) fail to satisfy the minimum funding standard applicable to the Plan for any plan year pursuant to Section 412 of the Code or Section 302 of ERISA (determined without regard to Section 412(c) of the Code or Section 302(c) of ERISA), (ii) be in at-risk status (within the meaning of Section 430 of the Code or Section 303 of ERISA) for a plan year, or (iii) fail to satisfy the requirements of Section 436 of the Code or Section 206(g) of ERISA.

Section 9.09 Sale or Discount of Receivables . Except for receivables obtained by the Obligors or the Restricted Subsidiaries out of the ordinary course of business or the settlement of joint interest billing accounts in the ordinary course of business or discounts granted to settle collection of accounts receivable or the sale of defaulted accounts arising in the ordinary

course of business in connection with the compromise or collection thereof and not in connection with any financing transaction, none of the Obligors or any of the Restricted Subsidiaries will discount or sell (with or without recourse) any of its notes receivable or accounts receivable.

Section 9.10 Mergers, Etc. The Obligors will not, and will not permit any of the Restricted Subsidiaries to, merge into or with or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or sell, lease or otherwise dispose of (whether in one transaction or in a series of related transactions) all or substantially all of its Property to any other Person (any such transaction, a "consolidation") or liquidate, wind-up or dissolve (or suffer any liquidation or dissolution), terminate or discontinue its business (any such transaction, a "wind-up"); provided that (a) so long as no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing or would result therefrom, any Restricted Subsidiary of the Borrower may participate in a consolidation with the Borrower in a transaction in which the Borrower is the surviving entity or transferee and in which the Borrower remains a domestic entity, (b) so long as no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing or would result therefrom, any Subsidiary Guarantor may participate in a merger or consolidation with any other Subsidiary Guarantor, (c) so long as (i) no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing or would result therefrom and (ii) after giving effect thereto, the Obligors are in compliance with Section 8.13, any Restricted Subsidiary may sell, transfer, lease or otherwise dispose of its assets to the Borrower or to a Subsidiary Guarantor, (d) any Restricted Subsidiary may wind-up if the Borrower determines in good faith that such wind-up is in the best interests of the Borrower and is not materially disadvantageous to the Lenders and (i) with respect to any Subsidiary Guarantor, provides written notice to the Administrative Agent not less than five (5) days (or less, as the Administrative Agent may agree in its sole discretion) prior to such wind-up, (ii) distributes all Property of the entity subject of the wind-up to the Borrower or another Restricted Subsidiary, and (iii) complies in all respects with all covenants and agreements in the Loan Documents to provide the Administrative Agent with perfected first-priority liens (subject to Excepted Liens) on all Property so distributed, (e) any Restricted Subsidiary that is not a Guarantor may participate in a merger or consolidation with any other Restricted Subsidiary; provided that if any Guarantor participates in such merger or consolidation, a Guarantor shall be the surviving Person; (f) Obligors and their Restricted Subsidiaries may engage in Investments permitted by Section 9.05(l) and Dispositions permitted by Section 9.11, and (g) subject to the satisfaction of the conditions set forth in Section 12.22, the Spinoff Part II Transactions.

Section 9.11 Disposition of Properties. The Obligors will not, and will not permit any of the Restricted Subsidiaries to, Dispose of any Property, except the below listed transactions:

(a) the Disposition of inventory, including Hydrocarbons and geological and seismic data, in the ordinary course of business;

(b) unless a Default or an Event of Default has occurred and is continuing or would result therefrom,

(i) Disposition of Properties to the extent permitted by Section 9.04(a), Section 9.05, and Section 9.10;

(ii) the Disposition of equipment or other Property (other than Oil and Gas Properties) that is either obsolete, worn-out or no longer necessary or useful for the business of the Borrower or any Restricted Subsidiary or is promptly replaced by equipment or Property of at least comparable value;

(iii) subject to Section 2.07(f) and the Borrower's compliance with Section 3.04(c)(iii), Dispositions of Oil and Gas Properties or any interest therein or the Disposition of any Equity Interests of any Restricted Subsidiary directly or indirectly owning Oil and Gas Properties in an aggregate fair market value not to exceed $10,000,000 during any consecutive 12-month period; provided that the consideration received in respect of such Disposition shall be equal to or greater than the fair market value of the Oil and Gas Property, interest therein or Restricted Subsidiary subject of such Disposition (as reasonably determined a Responsible Officer of the Borrower and, if requested by the Administrative Agent, the Borrower shall deliver a certificate of a Responsible Officer of the Borrower certifying to that effect); provided further that if any such Disposition is of a Restricted Subsidiary owning Oil and Gas Properties, such Disposition shall include all the Equity Interests of such Restricted Subsidiary;

(iv) subject to Section 2.07(f) and the Borrower's compliance with Section 3.04(c)(iii), Dispositions of any Oil and Gas Properties or any interest therein or the Disposition of any Equity Interests of any Restricted Subsidiary directly or indirectly owning Oil and Gas Properties; provided that (A) at least seventy-five percent (75%) of the consideration received in respect of such Disposition shall be cash or Cash Equivalents, (B) the consideration received in respect of such Disposition shall be equal to or greater than the fair market value of the Oil and Gas Property, interest therein or Restricted Subsidiary subject of such Disposition (as reasonably determined by a Financial Officer of the Borrower, or if the aggregate consideration received in respect of such Disposition exceeds $50,000,000, the board of directors (or equivalent body) of Holdings and, if requested by the Administrative Agent, the Borrower shall deliver a certificate of a Responsible Officer of the Borrower certifying to that effect) and (C) if any such Disposition is of a Restricted Subsidiary owning Oil and Gas Properties, such Disposition shall include all the Equity Interests of such Restricted Subsidiary;

(c) Farm-outs of undeveloped acreage or acreage to which no proved reserves in which the Borrower or any Restricted Subsidiary has an interest are attributable and assignments in connection with such farm-outs, in each case in the ordinary course of business (for purposes of this clause, farm-out means any contract whereby any Oil and Gas Property, or any interest therein, may be earned by one party, by the drilling or committing to drill one or more wells by that party, whether directly or indirectly);

(d) so long as no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing, Dispositions of the Permitted Asset Sale Properties;

(e) so long as no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing, Dispositions of Equity Interests in Unrestricted Subsidiaries and Permitted Joint Ventures;

(f) so long as no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing, (i) any Obligor or any Restricted Subsidiary may Dispose of its Properties to the Borrower or to a Subsidiary Guarantor, so long as, after giving effect thereto, the Obligors are in compliance with Section 8.13 without giving effect to any grace periods specified in such section, and (y) any Restricted Subsidiary that is not a Guarantor may Dispose of its Properties to any other Restricted Subsidiary that is not a Subsidiary Guarantor;

(g) the Disposition of cash and Cash Equivalents in the ordinary course of business;

(h) the write-off, discount, sale or other disposition of defaulted or past-due receivables and similar obligations in the ordinary course of business;

(i) any exchange or swap of Property; provided, that (A) such exchange or swap is for cash and/or other Oil and Gas Property located in the United States, (B) such consideration received in respect of such exchange or swap is equal to or greater than the fair market value of the Property subject of such exchange or swap (as reasonably determined in good faith by a Financial Officer of the Borrower) and (C) if the Property exchanged or swapped constitutes Borrowing Base Properties, such exchange or swap shall be subject to Section 2.07(f) and Section 3.04(c)(iii) (provided further that if any Borrowing Base Deficiency then exists or would result therefrom, the Borrower shall have made a mandatory prepayment concurrently with the consummation of such exchange or swap, so that, after giving effect thereto, no Borrowing Base Deficiency shall exist or result therefrom);

(j) Casualty Events; provided that with respect to any Casualty Event of a Borrowing Base Property, Section 2.07(f) and Section 3.04(c)(iii) shall apply;

(k) Dispositions of Properties not regulated by Section 9.11(a) through (j) having a fair market value not to exceed $10,000,000 during any 12-month period; and

(l) Subject to the satisfaction of the conditions set forth in Section 12.22, the Spinoff Part II Transactions to the extent constituting a Disposition.

Section 9.12 Environmental Matters. The Obligors will not, and will not permit any Subsidiary to, cause or permit any of its Property to be in violation of, or do anything or permit anything to be done which will subject any such Property to any Remedial Work under any Environmental Laws, assuming disclosure to the applicable Governmental Authority of all relevant facts, conditions and circumstances, if any, pertaining to such Property where such violations or remedial obligations could reasonably be expected to have a Material Adverse Effect.

Section 9.13 Transactions with Affiliates. The Obligors will not, and will not permit any Restricted Subsidiary to, enter into any transaction, including, without limitation, any purchase, sale, lease or exchange of Property or the rendering of any service, with any Affiliate (other than the Guarantors, the Borrower, and Wholly-Owned Subsidiaries of the Borrower) unless such transactions are otherwise permitted under this Agreement and are upon terms substantially as favorable to it as it would obtain in a comparable arm's length transaction with a Person not an Affiliate; provided that the foregoing shall not apply to:

(a) any Restricted Payment permitted by Section 9.04;

(b) the payment of reasonable and customary directors' and officers' fees and other benefits to Persons who are not otherwise Affiliates of the Borrower or any Subsidiary;

(c) any employment or severance or other employee compensation, arrangement or plan or any amendment thereto, entered into by the Obligors or the Restricted Subsidiaries in the ordinary course of business or which is customary in the oil and gas business, and payments, awards, grants or issuances of Equity Interests pursuant thereto; and

(d) provision of officers' and directors' indemnification and insurance in the ordinary course of business to the extent permitted by law;

(e) transactions described in Section 9.05(f) or Section 9.11(d); provided that such transactions are on fair and reasonable financial terms from the perspective of the applicable Obligor or Restricted Subsidiary, as applicable, as reasonably determined in good faith by a Financial Officer of the Borrower, or if the aggregate value of such transaction (or series of related transactions) exceeds or is expected to exceed $50,000,000, the board of directors (or equivalent body) of Holdings;

(f) customary administrative, management and transition services provided by employees and management of the Obligors or the Restricted Subsidiaries in the ordinary course of business to any Unrestricted Subsidiary, any Permitted Joint Venture, Roan Resources, Blue Mountain, New LINN and/or any of their respective subsidiaries, and the use by such Persons of administrative supplies, office space and office equipment, in each case to the extent subject to fair and reasonable compensation, reimbursement, cost-sharing and indemnification arrangements with such Persons as reasonably approved in good faith by a Financial Officer of the Borrower; and

(g) subject to the satisfaction of the conditions set forth in Section 12.22, the Spinoff Part II Transactions.

Section 9.14 Negative Pledge Agreements; Dividend Restrictions. The Obligors will not, and will not permit any of the Restricted Subsidiaries to, create, incur, assume or suffer to exist any contract, agreement or understanding (other than this Agreement or the Security Instruments) that in any way prohibits or restricts the granting, conveying, creation or imposition of any Lien on any of its Property in favor of the Administrative Agent and the Lenders to secure the Obligations or restricts any Restricted Subsidiary from paying dividends or making distributions to the Borrower or any Guarantor, or which requires the consent of or notice to other Persons in connection therewith; provided, however, that the preceding restrictions will not apply to encumbrances or restrictions arising under or by reason of (a) any leases (other than leases of Oil and Gas Properties) or licenses or similar contracts as they affect any Property or Lien subject to such lease or license, (b) any restriction imposed pursuant to any agreement entered into for the Disposition of any Property otherwise permitted hereunder prior to the closing of such Disposition as they affect the Property subject to such pending Disposition, (c) any restriction imposed on the granting, conveying, creation or imposition of any Lien on any Property of the Obligors or the Restricted Subsidiaries imposed by any contract, agreement or understanding related to the Liens permitted under Section 9.03(c) so long as such restriction only applies to the Property permitted to be encumbered by such Liens, (d) restrictions imposed by any Governmental Authority or under

any Governmental Requirement, (e) restrictions in the instruments creating an Excepted Lien of the type described in clause (f) of the definition thereof, so long as such restriction only applies to the Property permitted to be encumbered by such Liens, (g) customary supermajority voting provisions and other customary provisions with respect to the disposition or distribution of assets, each contained in corporate charters, bylaws, stockholders' agreements, limited liability company agreements, partnership agreements, joint venture agreements and other similar agreements entered into in the ordinary course of business of the Obligors or the Restricted Subsidiaries and (h) solely with respect to restrictions on the paying of dividends or making distributions to the Borrower or Guarantor, obligations that are binding on a Person at the time such Person first becomes a Restricted Subsidiary of the Borrower, so long as such obligations are not entered into in contemplation of such Person becoming a Restricted Subsidiary and such Restricted Subsidiary is an Immaterial Subsidiary hereunder.

Section 9.15 Gas Imbalances, Take-or-Pay or Other Prepayments. The Obligors will not, and will not permit any of the Restricted Subsidiaries to, allow gas imbalances, take-or-pay or other prepayments (excluding firm transportation contracts entered into in the ordinary course of business) with respect to the Oil and Gas Properties of the Borrower or the Restricted Subsidiaries that would require the Borrower or such Restricted Subsidiary to deliver, in the aggregate, two percent (2%) or more of the monthly production of Hydrocarbons at some future time without then or thereafter receiving full payment therefore.

Section 9.16 Swap Agreements.

(a) The Obligors will not, and will not permit any of the Restricted Subsidiaries to, enter into (or, in the case of Section 9.16(a)(ii) below, permit to exist) any Swap Agreements with any Person, except:

(i) Swap Agreements in respect of oil and gas commodities (x) with an Approved Counterparty and (y) the notional volumes for which (when aggregated with the notional volumes under all other commodity Swap Agreements then in effect other than swaps covering (A) basis differential or (B) oil spread timing risks, in each case on volumes already hedged pursuant to other Swap Agreements) do not exceed, as of the date such Swap Agreement is executed, (I) for each calendar month in the remainder of the then current calendar year and for the period of four calendar years thereafter, 80% of the reasonably anticipated projected production (from the proved Oil and Gas Properties based upon the Borrower's internal projections) for each such month during which such Swap Agreement is in effect, for each of crude oil and natural gas, calculated separately, and (II) for each calendar month thereafter, 70% of the reasonably anticipated projected production (from the proved Oil and Gas Properties based upon the Borrower's internal projections) for each such month during the period during which such Swap Agreement is in effect, for each of crude oil and natural gas, calculated separately, and

(ii) Swap Agreements in respect of interest rates with an Approved Counterparty, which effectively convert interest rates from floating to fixed, the notional amounts of which (when aggregated with all other Swap Agreements of the Obligors or their respective Subsidiaries then in effect effectively converting interest rates from floating to fixed) do not exceed at any time 100% of the then outstanding principal amount of the Borrower's Debt for borrowed money which bears interest at a floating rate.

(b) If, at any time, the Borrower determines that the notional amounts of Swap Agreements in respect of interest rates exceed 100% of the then outstanding principal amount of the Borrower's Debt for borrowed money which bears interest at a floating rate, then the Borrower shall, within thirty (30) days of such determination, terminate, create off-setting positions or otherwise unwind existing Swap Agreements in order to comply with this Section 9.16.

(c) Notwithstanding anything to the contrary in this Section 9.16, there shall be no prohibition against the Borrower or any Restricted Subsidiary entering into any "put" contracts or commodity price floors with an Approved Counterparty so long as (i) such agreements are entered into for non-speculative purposes and in the ordinary course of business for the purpose of hedging against fluctuations of commodity prices, (ii) such agreements are not related to corresponding calls, collars or swaps and (iii) neither the Borrower nor any Restricted Subsidiary has any payment obligation other than premiums and charges the total amount of which are fixed and known at the time such agreement is entered into.

Section 9.17 Tax Status. Neither the Borrower, the Parent nor MidCo shall elect to be classified as a corporation for U.S. federal income tax purposes. Holdings shall not alter its status as a subchapter C corporation for U.S. federal income tax purposes.

Section 9.18 Subsidiaries. Neither the Borrower nor any Restricted Subsidiary shall have any Restricted Subsidiary (a) that is a Foreign Subsidiary or (b) that is not a Wholly-Owned Subsidiary.

Section 9.19 Account Control Agreements. The Obligors will not, and will not permit any Restricted Subsidiary to deposit, credit or otherwise transfer any Cash Receipts, securities, financial assets or any other Property into, any Deposit Account or Securities Account other than (a) Deposit Accounts and Securities Accounts in which the Administrative Agent has been granted a first-priority Lien (subject to Excepted Liens of the type described in clause (e) of the definition thereof) and that, in each case, is listed on Schedule 7.25 and is subject to an Account Control Agreement and (b) Excluded Accounts (solely with respect to amounts referred to in the definition thereof).

Section 9.20 Parent Guarantors. Notwithstanding anything to the contrary contained herein or in any other Loan Document, (a) the Parent shall not engage in any operating or business activities or other transactions (other than the Spinoff Part II Transactions) other than its ownership of the Borrower and shall not directly hold Equity Interests of any subsidiary other than (i) its ownership of the Borrower, (ii) to the extent that the Equity Interests in Roan Resources and/or Blue Mountain have been distributed to the Parent in accordance with Section 9.04(a)(vi), its ownership of Roan Resources and/or Blue Mountain, and (iii) to the extent that the Equity Interests in Ultimate Holdings have been distributed to the Parent in accordance with the Spinoff Part II Transactions, its ownership of Ultimate Holdings prior to the Spinoff Part II Effective Date; (b) MidCo shall not engage in any operating or business activities or other transactions (other than the Spinoff Part II Transactions) other than its ownership of the Parent and shall not directly hold Equity Interests of any subsidiary other than (i) its ownership of the Parent, (ii) to the extent that the Equity Interests in Roan Resources and/or Blue Mountain have been distributed to Holdings in accordance with Section 9.04(a)(vi), its ownership of Roan Resources and/or Blue Mountain, and (iii) to the extent that the Equity Interests in Ultimate Holdings have been distributed to MidCo

in accordance with the Spinoff Part II Transactions, its ownership of Ultimate Holdings prior to the Spinoff Part II Effective Date; and (c) Holdings shall not engage in any operating or business activities or other transactions (other than the Spinoff Part II Transactions) other than its ownership of MidCo and shall not directly hold Equity Interests of any subsidiary other than (i) its ownership of MidCo, (ii) to the extent that the Equity Interests in Roan Resources and/or Blue Mountain have been distributed to Holdings in accordance with Section 9.04(a)(vi), its ownership of Roan Resources and/or Blue Mountain, and (iii) to the extent that the Equity Interests in Ultimate Holdings have been distributed to Holdings in accordance with the Spinoff Part II Transactions, its ownership of Ultimate Holdings prior to the Spinoff Part II Effective Date.

Notwithstanding anything to the contrary herein, the Parent, MidCo and Holdings shall be permitted to engage in the following activities: (i) the maintenance of its legal existence (including the ability to incur fees, costs and expenses relating to such maintenance), (ii) the performance of its obligations with respect to the Loan Documents, (iii) payment of Taxes, (iv) conduct of financial audits as provided hereunder, (v) providing indemnification to officers, managers and directors, (vi) making Restricted Payments to holders of its Equity Interests to the extent permitted by Section 9.04, (vii) the issuance of Debt to the extent permitted by Sections 9.02(f), (g), (h) and (i), and (viii) any other activities incidental or reasonably related to the foregoing.

Section 9.21 Certain Restrictions with respect to Permitted Asset Sale Properties and Unrestricted Subsidiaries and Permitted Joint Ventures.

(a) The Obligors will not, and will not permit any of the Restricted Subsidiaries to invest or otherwise fund any operations, maintenance or other improvement of the Permitted Asset Sale Properties using the proceeds of the Loans, cash constituting Collateral of the Lenders or proceeds of Collateral; provided, that the Borrower or any Restricted Subsidiary may (i) fund any such cost associated with the Permitted Asset Sale Properties from such sources, in each case, subject to all other restrictions set forth in this Agreement and subject to the Collateral requirements herein and in the other Loan Documents, so long as both before, and immediately after giving effect thereto, (A) no Borrowing Base Deficiency, Default or Event of Default has occurred and is continuing or would result therefrom, (B) the Pro Forma Net Leverage Ratio shall be less than 2.50 to 1.00 and (C) at least eighty percent (80%) of the Commitments are unused and (ii) make any payments required to be made under the Engineering and Construction Agreement and Equipment Supply Agreement, each between Linn Midstream, LLC and BCCK Engineering, Inc. related to the construction of the Chisholm Midstream Assets, in each case, as in effect on the Effective Date (without giving effect to amendments, modifications or supplements thereto), so long as both before, and immediately after giving effect thereto, no Borrowing Base Deficiency, Default or Event of Default has occurred and is continuing or would result therefrom.

(b) Notwithstanding any other provision in this Agreement to the contrary, the Obligors:

(i) will cause the management, business and affairs of its Unrestricted Subsidiaries to be conducted in such a manner, including, without limitation, by keeping separate books of account, furnishing separate financial statements of Unrestricted Subsidiaries or Permitted Joint Ventures to creditors and potential creditors thereof and shall not permit Properties of Obligors and the Restricted Subsidiaries to be commingled with Properties of Unrestricted Subsidiaries; in each case, so that each Unrestricted Subsidiary and Permitted Joint Venture that is a corporation will be treated as a corporate entity separate and distinct from Obligors and the Restricted Subsidiaries;

(ii) will not, and will not permit any of their Restricted Subsidiaries to, incur, assume, guarantee or be or become liable for any Debt of any of the Unrestricted Subsidiaries or Permitted Joint Ventures;

(iii) will not permit any Unrestricted Subsidiary or Permitted Joint Venture to hold any Equity Interest in, or any Debt of, any Obligor or any Restricted Subsidiary; and

(iv) will not engage in any transactions with, or permit any the Restricted Subsidiaries to engage in any transaction with an Unrestricted Subsidiary or Permitted Joint Venture other than transactions that are permitted by Section 9.13.

Section 9.22 Sale and Leaseback Transactions. The Obligors will not, and will not permit any Restricted Subsidiaries to, enter into any Sale and Leaseback Transactions.

Section 9.23 Organizational Documents. The Obligors will not, and will not permit any of the Restricted Subsidiaries to, amend, modify or supplement in any material respect (or vote to enable, or take any other action to permit, such amendment, modification or supplement of) any Organizational Document of the Obligors or such Restricted Subsidiaries in any manner adverse to the interests of the Administrative Agent and the Lenders.

ARTICLE X
Events of Default; Remedies

Section 10.01 Events of Default . One or more of the following events shall constitute an "Event of Default":

(a) the Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof, by acceleration or otherwise.

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in Section 10.01(a)) payable under any Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three (3) Business Days.

(c) any representation or warranty made or deemed made by or on behalf of the Borrower or any Guarantor in or in connection with any Loan Document or any amendment or modification of any Loan Document or waiver under such Loan Document, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made.

(d) the Borrower, any Guarantor or any Restricted Subsidiary shall fail to observe or perform any covenant, condition or agreement contained in, Schedule 6.03, Section 8.02 Section 8.03 (with respect to the legal existence of the Borrower or any Guarantor), Section 8.13, Section 8.16 or in ARTICLE IX.

(e) the Borrower, any Guarantor or any Restricted Subsidiary shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in Section 10.01(a) to (d) or (f) to (n)) or any other Loan Document, and such failure shall continue unremedied for a period of 30 days after the earlier to occur of (i) notice thereof from the Administrative Agent to the Borrower (which notice will be given at the request of any Lender) or (ii) a Responsible Officer of the Obligors or any Restricted Subsidiary otherwise becoming aware of such failure.

(f) the Borrower or any Guarantor shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Debt, when and as the same shall become due and payable (after the expiration of any applicable period of grace and/or notice and cure period).

(g) any event or condition occurs (after the expiration of any applicable period of grace and/or notice and cure period) that (i) results in any Material Debts becoming due prior to its scheduled maturity or (ii) that enables or permits the holder or holders of any Material Debt or any trustee or agent on its or their behalf to cause any Material Debt to become due, or to require the Redemption thereof or any offer to Redeem to be made in respect thereof, prior to its scheduled maturity or require the Obligors to make an offer in respect thereof.

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of any Obligor or its or their respective debts, or of a substantial part of its or their respective assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Obligor or for a substantial part of its or their respective assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered.

(i) any Obligor shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in Section 10.01(h), (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Obligor or for a substantial part of its or their respective assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing; or the holders of any Equity Interests of Holdings, MidCo, the Parent or the Borrower shall make any request or take any action for the purpose of calling a meeting of the shareholders or members of Holdings, MidCo, the Parent or the Borrower, as applicable, to consider a resolution to dissolve and wind-up Holdings', MidCo's, the Parent's or the Borrower's affairs.

(j) any Obligor shall become unable, admit in writing its inability or fail generally to pay its debts as they become due.

(k) (i) one or more judgments for the payment of money in an aggregate amount in excess of $25,000,000 (to the extent not covered by independent third-party insurance provided by reputable and financially sound insurers as to which the insurer has not issued a notice denying coverage and is not subject to an insolvency proceeding) or (ii) any one or more non-monetary judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, shall be rendered by a court of competent jurisdiction against any Obligor or any Restricted Subsidiary or any combination thereof and the same shall remain undischarged or unsatisfied for a period of thirty (30) consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any material assets of any Obligor or any Restricted Subsidiary to enforce any such judgment.

(l) the Loan Documents after delivery thereof shall for any reason, except to the extent permitted by the terms thereof, cease to be in full force and effect and valid, binding and enforceable in accordance with their terms against any Obligor party thereto or shall be repudiated by any of them, or any Obligor shall so state in writing; or the Loan Documents after delivery thereof cease to create a valid and perfected Lien of the priority required thereby on any material portion of Collateral purported to be covered thereby, except to the extent permitted by the terms of this Agreement, or any Obligor shall so state in writing.

(m) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, could reasonably be expected to have a Material Adverse Effect or result in a Lien arising under ERISA or Section 430 of the Code.

(n) a Change in Control shall occur.

Section 10.02 Remedies.

(a) In the case of an Event of Default other than one described in Section 10.01(h) or Section 10.01(i) at any time thereafter during the continuance of such Event of Default, the Administrative Agent may, and at the request of the Majority Lenders, shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Notes and the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower and the Guarantors accrued hereunder and under the Notes and the other Loan Documents (including, without limitation, the payment of cash collateral to secure the LC Exposure as provided in Section 2.08(j)), shall become due and payable immediately, without presentment, demand, protest, notice of intent to accelerate, notice of acceleration or other notice of any kind, all of which are hereby waived by the Borrower and each Guarantor; and in case of an Event of Default described in Section 10.01(h) or Section 10.01(i), the Commitments shall automatically terminate and the Notes and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and the other obligations of the Borrower and the Guarantors accrued hereunder and under the Notes and the

other Loan Documents (including, without limitation, the payment of cash collateral to secure the LC Exposure as provided in Section 2.08(j)), shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower and each Guarantor.

(b) In the case of the occurrence of an Event of Default, the Administrative Agent and the Lenders will have all other rights and remedies available at law and equity.

(c) Except as provided in Section 4.04, all proceeds realized from the liquidation or other disposition of Collateral or otherwise received after maturity of the Loans, whether by acceleration or otherwise, shall be applied: *first*, to payment or reimbursement of that portion of the Obligations constituting fees, expenses and indemnities payable to the Administrative Agent in its capacity as such; *second*, pro rata to payment or reimbursement of that portion of the Obligations constituting fees, expenses and indemnities payable to the Lenders; *third*, pro rata to payment of accrued interest on the Loans; *fourth*, pro rata to payment of (i) principal outstanding on the Loans, (ii) reimbursement obligations in respect of Letters of Credit pursuant to Section 2.08(e) (and cash collateralization of LC Exposure hereunder), (iii) Secured Swap Obligations owing to Secured Swap Parties and (iv) Secured Cash Management Obligations owing to Secured Cash Management Providers; *fifth*, pro rata to any other Obligations; and *sixth*, any excess, after all of the Obligations shall have been paid in full in cash, shall be paid to the Borrower or as otherwise required by any Governmental Requirement; provided that, for the avoidance of doubt, Excluded Swap Obligations with respect to any Guarantor shall not be paid with amounts received from such Guarantor or its assets, but appropriate adjustments shall be made with respect to payments from the Borrower and any other Guarantors to preserve the allocation to Obligations otherwise set forth above in this Section 10.02(c).

(d) Without limiting any other provision of this Article X, after the occurrence of, and during the continuation of, an Event of Default, the Administrative Agent may give instructions directing the disposition of funds, securities or other Property credited or deposited into any Deposit Account or Securities Account subject to an Account Control Agreement (including without limitation sweeping such proceeds for payment of the Obligations) and/or withhold any withdrawal rights of any Obligor with respect to any or all funds, securities or other Property credited or deposited into any Deposit Account or Securities Account subject to an Account Control Agreement.

Section 10.03 Disposition of Proceeds. The Security Instruments contain an assignment by the Borrower and the Obligors unto and in favor of the Administrative Agent for the benefit of the Lenders of all of the Borrower's and each Obligor's interest in and to production and all proceeds attributable thereto which may be produced from or allocated to the Mortgaged Property. The Security Instruments further provide in general for the application of such proceeds to the satisfaction of the Obligations and other obligations described therein and secured thereby. Notwithstanding the assignment contained in such Security Instruments, except after the occurrence and during the continuance of an Event of Default, (a) the Administrative Agent and the Lenders agree that they will neither notify the purchaser or purchasers of such production nor take any other action to cause such proceeds to be remitted to the Administrative Agent or the Lenders, but the Lenders will instead permit such proceeds to be paid to the Borrower or its Subsidiaries, as applicable and (b) the Lenders hereby authorize the Administrative Agent to take such actions as may be necessary to cause such proceeds to be paid to the Borrower or its Subsidiaries, as applicable.

Section 10.04 Credit Bidding. Each of the Borrower and the other Obligors, and the Lenders hereby irrevocably authorize (and by entering into a Swap Agreement, each Approved Counterparty shall be deemed to authorize) the Administrative Agent, based upon the instruction of the Majority Lenders, to Credit Bid and purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (and the Borrower and each other Obligor and their respective Subsidiaries shall approve the Administrative Agent as a qualified bidder and such Credit Bid as a qualified bid) at any sale thereof conducted by the Administrative Agent, based upon the instruction of the Majority Lenders, under any provisions of the Uniform Commercial Code, as part of any sale or investor solicitation process conducted by the Borrower or any other Obligor or their respective Subsidiaries, any interim receiver, manager, receiver and manager, administrative receiver, trustee, agent or other Person pursuant or under any insolvency laws; provided, however, that (a) the Majority Lenders may not direct the Administrative Agent in any manner that does not treat each of the Lenders equally, without preference or discrimination, in respect of consideration received as a result of the Credit Bid, (b) the acquisition documents shall be commercially reasonable and contain customary protections for minority holders, such as, among other things, anti-dilution and tag-along rights, (c) the exchanged debt or equity securities must be freely transferable, without restriction (subject to applicable securities laws) and (d) reasonable efforts shall be made to structure the acquisition in a manner that causes the governance documents pertaining thereto to not impose any obligations or liabilities upon the Lenders individually (such as indemnification obligations).

ARTICLE XI
The Administrative Agent

Section 11.01 Appointment; Powers. Each of the Lenders and each Issuing Bank hereby irrevocably appoints the Administrative Agent as its agent and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and each Issuing Bank, and neither the Obligors nor any Subsidiary shall have rights as a third party beneficiary of any of such provisions.

Section 11.02 Duties and Obligations of Administrative Agent. The Administrative Agent shall have no duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing (the use of the term “agent” herein and in the other Loan Documents with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law; rather, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties), (b) the Administrative Agent shall have no duty to take any discretionary action or exercise any discretionary powers, except as provided in Section 11.03, and (c) except as expressly set forth herein, the Administrative Agent

shall have no duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Obligors or their respective Subsidiaries that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Borrower or a Lender, and shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or under any other Loan Document or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or in any other Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, (v) the satisfaction of any condition set forth in ARTICLE VI or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent, (vi) the existence, value, perfection or priority of any collateral security or the financial or other condition of the Obligors or their respective Subsidiaries or any other obligor or guarantor, or (vii) any failure by the Borrower or any other Person (other than itself) to perform any of its obligations hereunder or under any other Loan Document or the performance or observance of any covenants, agreements or other terms or conditions set forth herein or therein. For purposes of determining compliance with the conditions specified in ARTICLE VI, each Lender shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received written notice from such Lender prior to the proposed closing date specifying its objection thereto.

Section 11.03 Action by Administrative Agent. The Administrative Agent shall have no duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise in writing as directed by the Majority Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02) and in all cases the Administrative Agent shall be fully justified in failing or refusing to act hereunder or under any other Loan Documents unless it shall (a) receive written instructions from the Majority Lenders or the Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02), as applicable, specifying the action to be taken and (b) be indemnified to its satisfaction by the Lenders against any and all liability and expenses which may be incurred by it by reason of taking or continuing to take any such action. The instructions as aforesaid and any action taken or failure to act pursuant thereto by the Administrative Agent shall be binding on all of the Lenders. If a Default has occurred and is continuing, then the Administrative Agent shall take such action with respect to such Default as shall be directed by the requisite Lenders in the written instructions (with indemnities) described in this Section 11.03, provided that, unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default as it shall deem advisable in the best interests of the Lenders. In no event, however, shall the Administrative Agent be required to take any action which exposes the Administrative Agent to personal liability or which is contrary to this Agreement, the Loan Documents or applicable law. The Administrative Agent shall not be liable for any action taken or not taken by it with the

consent or at the request of the Majority Lenders or the Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02), and otherwise the Administrative Agent shall not be liable for any action taken or not taken by it hereunder or under any other Loan Document or under any other document or instrument referred to or provided for herein or therein or in connection herewith or therewith INCLUDING ITS OWN ORDINARY NEGLIGENCE, except for its own gross negligence or willful misconduct.

Section 11.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon and each of the Borrower, the Lenders and each Issuing Bank hereby waives the right to dispute the Administrative Agent's record of such statement, except in the case of gross negligence or willful misconduct by the Administrative Agent. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. The Administrative Agent may deem and treat the payee of any Note as the holder thereof for all purposes hereof unless and until a written notice of the assignment or transfer thereof permitted hereunder shall have been filed with the Administrative Agent.

Section 11.05 Subagents. The Administrative Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding Sections of this ARTICLE XI shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as the Administrative Agent.

Section 11.06 Resignation or Removal of Administrative Agent. Subject to the appointment and acceptance of a successor Administrative Agent as provided in this Section 11.06, the Administrative Agent may resign at any time by notifying the Lenders, each Issuing Bank and the Borrower and the Administrative Agent may be removed at any time with or without cause by the Majority Lenders. Upon any such resignation or removal, the Majority Lenders shall have the right, in consultation with the Borrower (unless an Event of Default has occurred and is continuing), to appoint a successor. If no successor shall have been so appointed by the Majority Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation or removal of the retiring Administrative Agent, then the retiring Administrative Agent may, on behalf of the Lenders and each Issuing Bank, appoint a successor Administrative Agent; provided that in no event shall any such successor Administrative Agent be a Defaulting Lender. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative

Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Borrower to the successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the Administrative Agent's resignation hereunder, the provisions of this ARTICLE XI and Section 12.03 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent.

Section 11.07 Administrative Agent and Lenders. The Administrative Agent shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and the Administrative Agent and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent hereunder.

Section 11.08 No Reliance.

(a) Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and each other Loan Document to which it is a party. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document, any related agreement or any document furnished hereunder or thereunder. The Administrative Agent shall not be required to keep itself informed as to the performance or observance by the Obligors or their respective Subsidiaries of this Agreement, the Loan Documents or any other document referred to or provided for herein or to inspect the Properties or books of the Borrower or its Subsidiaries. Except for notices, reports and other documents and information expressly required to be furnished to the Lenders by the Administrative Agent hereunder, neither the Administrative Agent nor the Arrangers shall have any duty or responsibility to provide any Lender with any credit or other information concerning the affairs, financial condition or business of the Borrower (or any of its Affiliates) which may come into the possession of the Administrative Agent, the Arrangers or any of their respective Affiliates. In this regard, each Lender acknowledges that Paul Hastings LLP is acting in this transaction as special counsel to the Administrative Agent only, except to the extent otherwise expressly stated in any legal opinion or any Loan Document. Each other party hereto will consult with its own legal counsel to the extent that it deems necessary in connection with the Loan Documents and the matters contemplated therein.

(b) The Lenders acknowledge that the Administrative Agent and the Arrangers are acting solely in administrative capacities with respect to the structuring and syndication of this facility and have no duties, responsibilities or liabilities under this Agreement and the other Loan Documents other than their administrative duties, responsibilities and liabilities specifically as set forth in the Loan Documents and in their capacity as Lenders hereunder. In structuring, arranging or syndicating this facility, each Lender acknowledges that the Administrative Agent and/or the Arrangers may be agents or lenders under this Agreement, other loans or other securities and waives any existing or future conflicts of interest associated with their role in such other debt instruments.

Section 11.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Obligors or their respective Subsidiaries, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Section 12.03) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Section 12.03.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 11.10 Authority of Administrative Agent to Release Collateral and Liens. Each Lender, each Issuing Bank, each Secured Swap Party and Secured Cash Management Provider hereby authorizes the Administrative Agent to release any Collateral and the guarantees of any Guarantor under the Guarantee and Collateral Agreement, and to execute and deliver to the Borrower, at the Borrower's sole cost and expense, any and all releases of Liens, releases of guaranty from the Guarantee and Collateral Agreement, termination statements, assignments or other documents reasonably requested by the Borrower, in accordance with Section 12.20.

Section 11.11 The Arrangers. The Arrangers, the Syndication Agent and the Documentation Agents shall have no duties, responsibilities or liabilities under this Agreement and the other Loan Documents other than its duties, responsibilities and liabilities in its individual capacity as a Lender hereunder to the extent it is a party to this Agreement as a Lender.

ARTICLE XII
Miscellaneous

Section 12.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to Section 12.01(b)), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax, as follows:

(i) if to the Borrower or any Guarantor, to it at:

Linn Energy Holdco II LLC
600 Travis Street, Suite 1400
Houston, TX 77002

Attention: David Rottino
Telephone: 281-840-4117
Facsimile: 281-840-4189
Electronic Mail: drottino@linnenergy.com

with a copy to:

Linn Energy Holdco II LLC
600 Travis Street, Suite 1400
Houston, TX 77002

Attention: Candice Wells, Esq.
Telephone: 281-840-4156
Facsimile: 281-840-4180
Electronic Mail: cwells@linnenergy.com

(ii) if to the Administrative Agent, to it at:

Royal Bank of Canada
2800 Post Oak Blvd.
Suite 3900
Houston, TX 77056
Attention: Don McKinnerney
E-mail: Don.McKinnerney@rbccm.com

with a copy to the Administrative Agent at:

Royal Bank of Canada
20 King Street West, 4th Floor
Toronto, ON M5H 1C4
Attention: Manager, Agency Services
Facsimile: 416 842 4023

(iii) if to any other Lender, in their capacity as such, or any other Lender in its capacity as an Issuing Bank, to it at its address (or fax number) set forth in its Administrative Questionnaire.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to ARTICLE II, ARTICLE III, ARTICLE IV and ARTICLE V unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address or fax number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

Section 12.02 Waivers; Amendments.

(a) No failure on the part of the Administrative Agent, any other agent, any Issuing Bank or any Lender to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege, or any abandonment or discontinuance of steps to enforce such right, power or privilege, under any of the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under any of the Loan Documents preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the Administrative Agent, any other agent, each Issuing Bank and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by any Obligor therefrom shall in any event be effective unless the same shall be permitted by Section 12.02(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any other agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Subject to Section 4.04(c)(ii), neither this Agreement nor any provision hereof nor any Loan Document nor any provision thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Majority Lenders or by the Borrower and the Administrative Agent with the written consent of the Majority Lenders. Notwithstanding the foregoing, no such agreement of the Majority Lenders shall (i) increase the Commitment or Maximum Credit Amount of any Lender without the written

consent of such Lender, (ii) increase the Borrowing Base without the written consent or deemed consent of each Lender, maintain or decrease the Borrowing Base without the written consent or deemed consent of the Required Lenders, or modify in any manner Section 2.07 without the written consent of each Lender; provided that a Scheduled Redetermination may be postponed by the Required Lenders, (iii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon (other than the waiver of interest at the default rate pursuant to Section 3.02(c), or reduce any fees payable hereunder, or reduce any other Obligations hereunder or under any other Loan Document, without the written consent of each Lender affected thereby, (iv) postpone the scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any interest thereon, or any fees payable hereunder, or any other Obligations hereunder or under any other Loan Document, or reduce the amount of, waive or excuse any such payment, or postpone or extend the Termination Date or the Maturity Date without the written consent of each Lender affected thereby, (v) change Section 2.06(b)(ii), Section 4.01(b), Section 4.01(c) or Section 10.02(c) in a manner that would alter the pro rata reduction of Commitments or the pro rata sharing of payments required thereby, without the written consent of each Lender adversely affected thereby, (vi) waive or amend Section 3.04(c) or Section 6.01, in each case without the written consent of each Lender, (vii) release any Guarantor or release all or substantially all of the Collateral (in each case, other than as provided in Section 11.10 and Section 12.20) without written consent of each Lender and each Secured Swap Party, or reduce the percentage set forth in Section 8.13(a) to less than eighty-five percent (85%), without the written consent of each Lender, (viii) modify the definitions of "Secured Swap Agreement", "Secured Swap Obligations" or "Secured Swap Party", or the terms of Section 10.02(c), Section 12.14, or any of the provisions of this Section 12.02(b), in each case without the written consent of each Secured Swap Party adversely affected thereby, (ix) change any of the provisions of this Section 12.02(b) or the definition of "Majority Lenders", "Super Majority Lenders" "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or under any other Loan Documents or make any determination or grant any consent hereunder or any other Loan Documents, without the written consent of each Lender adversely affected thereby, or (x) amend or otherwise modify any Security Instrument in a manner that results in the Secured Swap Obligations no longer being secured on an equal and ratable basis with the principal of the Loans pursuant to such Security Instrument, without the written consent of each Secured Swap Party adversely affected thereby; provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or any Issuing Bank hereunder or under any other Loan Document without the prior written consent of the Administrative Agent or such Issuing Bank, as the case may be. Notwithstanding the foregoing, (i) any supplement to any Schedule permitted or required to be delivered under this Agreement or any other Loan Document shall be effective simply by delivering to the Administrative Agent a supplemental Schedule clearly marked as such and, upon receipt, the Administrative Agent will promptly deliver a copy thereof to the Lenders, and (ii) any Security Instrument may be supplemented to add additional collateral with the consent of the Administrative Agent.

Section 12.03 Expenses, Indemnity; Damage Waiver.

(a) The Borrower and each other Obligor shall jointly and severally pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Arrangers and their respective Affiliates, including, without limitation, the reasonable and

documented out-of-pocket fees, charges and disbursements of consultants and of one primary counsel to the Administrative Agent and one local counsel to the Administrative Agent in each jurisdiction deemed reasonably necessary by the Administrative Agent, and the reasonable travel, photocopy, mailing, courier, telephone and other similar expenses, in each case in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration (both before and after the execution hereof and including advice of counsel to the Administrative Agent as to the rights and duties of the Administrative Agent and the Lenders with respect thereto) of this Agreement and the other Loan Documents and any amendments, modifications or waivers of or consents related to the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all out-of-pocket costs, expenses, Taxes, assessments and other charges incurred by the Administrative Agent or any Lender in connection with any filing, registration, recording or perfection of any security interest contemplated by this Agreement or any Security Instrument or any other document referred to therein, (iii) all reasonable out-of-pocket expenses incurred by each Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit issued by such Issuing Bank or any demand for payment thereunder, (iv) all out-of-pocket expenses incurred by the Administrative Agent (and its Affiliates) and the Lenders (including (A) the fees, charges and disbursements of counsel to the Administrative Agent and (B) the fees, charges and disbursements of one primary counsel to the Lenders as a group (plus no more than one additional counsel in each jurisdiction that is relevant to such enforcement or protection of rights)) in connection with this Agreement or any other Loan Document or in connection with the Loans made or Letters of Credit issued hereunder, including, without limitation, all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) **THE BORROWER AND EACH OTHER OBLIGOR SHALL JOINTLY AND SEVERALLY INDEMNIFY THE ADMINISTRATIVE AGENT, THE ARRANGERS, THE SYNDICATION AGENT, THE DOCUMENTATION AGENTS, EACH ISSUING BANK AND EACH LENDER, AND EACH RELATED PARTY OF ANY OF THE FOREGOING PERSONS (EACH SUCH PERSON BEING CALLED AN "INDEMNITEE") AGAINST, AND DEFEND AND HOLD EACH INDEMNITEE HARMLESS FROM, ANY AND ALL LOSSES, CLAIMS, DAMAGES, PENALTIES, LIABILITIES AND RELATED EXPENSES, INCLUDING THE REASONABLE AND CUSTOMARY FEES, CHARGES AND DISBURSEMENTS OF ANY COUNSEL FOR ANY INDEMNITEE, INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEE ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF (i) THE EXECUTION OR DELIVERY OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (OTHER THAN EXPENSES IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS DATED OF EVEN DATE HEREWITH, WHICH EXPENSES SHALL ONLY BE PAID BY THE OBLIGORS TO THE EXTENT PROVIDED IN SECTION 12.03(A)) OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OR THE PARTIES TO ANY OTHER LOAN DOCUMENT OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER OR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR BY ANY OTHER LOAN DOCUMENT, (ii) THE**

FAILURE OF THE OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES TO COMPLY WITH THE TERMS OF ANY LOAN DOCUMENT, INCLUDING THIS AGREEMENT, OR WITH ANY GOVERNMENTAL REQUIREMENT, (iii) ANY INACCURACY OF ANY REPRESENTATION OR ANY BREACH OF ANY WARRANTY OR COVENANT OF THE BORROWER OR ANY GUARANTOR SET FORTH IN ANY OF THE LOAN DOCUMENTS OR ANY INSTRUMENTS, DOCUMENTS OR CERTIFICATIONS DELIVERED IN CONNECTION THEREWITH, (iv) ANY LOAN OR LETTER OF CREDIT OR THE USE OF THE PROCEEDS THEREFROM, INCLUDING, WITHOUT LIMITATION, (A) ANY REFUSAL BY ANY ISSUING BANK TO HONOR A DEMAND FOR PAYMENT UNDER A LETTER OF CREDIT ISSUED BY SUCH ISSUING BANK IF THE DOCUMENTS PRESENTED IN CONNECTION WITH SUCH DEMAND DO NOT STRICTLY COMPLY WITH THE TERMS OF SUCH LETTER OF CREDIT, OR (B) THE PAYMENT OF A DRAWING UNDER ANY LETTER OF CREDIT NOTWITHSTANDING THE NON-COMPLIANCE, NON-DELIVERY OR OTHER IMPROPER PRESENTATION OF THE DOCUMENTS PRESENTED IN CONNECTION THEREWITH, (v) ANY OTHER ASPECT OF THE LOAN DOCUMENTS, (vi) THE OPERATIONS OF THE BUSINESS OF THE OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES BY THE OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES, (vii) ANY ASSERTION THAT THE LENDERS WERE NOT ENTITLED TO RECEIVE THE PROCEEDS RECEIVED PURSUANT TO THE SECURITY INSTRUMENTS, (viii) THE OBLIGORS', OR THEIR RESPECTIVE SUBSIDIARIES', BREACH OF, OR NON-COMPLIANCE WITH, ANY ENVIRONMENTAL LAW APPLICABLE TO THE OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES, (ix) THE USE, RELEASE, STORAGE, TREATMENT, DISPOSAL, GENERATION, THREATENED RELEASE, TRANSPORT, ARRANGEMENT FOR TRANSPORT OR ARRANGEMENT FOR DISPOSAL OF HAZARDOUS MATERIALS BY THE OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES, (x) ANY ENVIRONMENTAL LIABILITY RELATED IN ANY WAY TO THE OBLIGORS OR THEIR RESPECTIVE SUBSIDIARIES, (xi) THE USE BY UNINTENDED RECIPIENTS OF ANY INFORMATION OR OTHER MATERIALS DISTRIBUTED BY IT THROUGH TELECOMMUNICATIONS, ELECTRONIC OR OTHER INFORMATION TRANSMISSION SYSTEM IN CONNECTION WITH THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR (xii) ANY ACTUAL OR PROSPECTIVE CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BROUGHT BY A THIRD PARTY, THE BORROWER OR ANY GUARANTOR, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO, AND SUCH INDEMNITY SHALL EXTEND TO EACH INDEMNITEE NOTWITHSTANDING THE SOLE OR CONCURRENT NEGLIGENCE OF EVERY KIND OR CHARACTER WHATSOEVER, WHETHER ACTIVE OR PASSIVE, WHETHER AN AFFIRMATIVE ACT OR AN OMISSION, INCLUDING WITHOUT LIMITATION, ALL TYPES OF NEGLIGENT CONDUCT IDENTIFIED IN THE RESTATEMENT (SECOND) OF TORTS OF ONE OR MORE OF THE INDEMNITEES OR BY REASON OF STRICT LIABILITY IMPOSED WITHOUT FAULT ON ANY ONE OR MORE OF THE INDEMNITEES; PROVIDED THAT SUCH INDEMNITY SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE

TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE, AND PROVIDED FURTHER THAT THE INDEMNITY SET FORTH HEREIN SHALL NOT APPLY TO DISPUTES SOLELY BETWEEN LENDERS UNLESS SUCH DISPUTE RESULTS FROM ANY CLAIM ARISING OUT OF ANY REQUEST, ACT OR OMISSION ON THE PART OF ANY OBLIGOR OR AGAINST THE ARRANGERS, THE ADMINISTRATIVE AGENT OR ANY ISSUING BANK IN ITS CAPACITY AS SUCH, IN EACH CASE, IN CONNECTION WITH THE LOAN DOCUMENTS. WITH RESPECT TO THE OBLIGATION TO REIMBURSE AN INDEMNITEE FOR FEES, CHARGES AND DISBURSEMENTS OF COUNSEL, EACH INDEMNITEE AGREES THAT ALL INDEMNITEES WILL AS A GROUP UTILIZE ONE PRIMARY COUNSEL (PLUS NO MORE THAN ONE ADDITIONAL COUNSEL IN EACH JURISDICTION WHERE A PROCEEDING THAT IS THE SUBJECT MATTER OF THE INDEMNITY IS LOCATED) UNLESS (1) THERE IS A CONFLICT OF INTEREST AMONG INDEMNITEES, (2) DEFENSES OR CLAIMS EXIST WITH RESPECT TO ONE OR MORE INDEMNITEES THAT ARE NOT AVAILABLE TO ONE OR MORE OTHER INDEMNITEES OR (3) SPECIAL COUNSEL IS REQUIRED TO BE RETAINED AND THE BORROWER CONSENTS TO SUCH RETENTION (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED). THIS SECTION 12.03(B) SHALL NOT APPLY WITH RESPECT TO TAXES OTHER THAN ANY TAXES THAT REPRESENT LOSSES, CLAIMS, DAMAGES, ETCETERA, ARISING FROM ANY NON-TAX CLAIM.

(c) To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent, the Arrangers or any Issuing Bank under Section 12.03(a) or (b), each Lender severally agrees to pay to the Administrative Agent, the Arrangers or such Issuing Bank, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent, the Arrangers or such Issuing Bank in its capacity as such.

(d) TO THE EXTENT PERMITTED BY APPLICABLE LAW, NO PARTY HERETO NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS SHALL ASSERT, AND EACH HEREBY WAIVES, ANY CLAIM AGAINST ANY OTHER SUCH PERSON, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE TRANSACTIONS, ANY LOAN OR LETTER OF CREDIT OR THE USE OF THE PROCEEDS THEREOF. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL LIMIT OR BE DEEMED TO LIMIT THE OBLIGORS' OBLIGATION TO INDEMNIFY THE INDEMNITEE'S FOR ANY SUCH CLAIMS BROUGHT BY THIRD PARTIES.

(e) All amounts due under this Section 12.03 shall be payable within ten (10) Business Days of written demand therefor attaching the relevant invoices and/or a certificate, in each case setting forth the basis for such demand in reasonable detail.

Section 12.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void), (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 12.04 or as required under Section 5.04(b), and (iii) no Lender may assign to the Borrower or any other Obligor or their respective Subsidiaries, or an Affiliate of the Borrower or any other Obligor or their respective Subsidiaries, or a Defaulting Lender or an Affiliate of a Defaulting Lender all or any portion of such Lender's rights and obligations under the Agreement or all or any portion of its Commitments or the Loans owing to it hereunder. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in Section 12.04(c)) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, each Issuing Bank and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in Section 12.04(b)(ii), any Lender may assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of:

(A) the Borrower, provided that no consent of the Borrower shall be required if such assignment is to a Lender or an Affiliate of a Lender, an Approved Fund or, if an Event of Default has occurred and is continuing, is to any other assignee, provided further that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within 5 Business Days after having received notice thereof; and

(B) the Administrative Agent, provided that no consent of the Administrative Agent shall be required for an assignment to an assignee that is a Lender or any Affiliate of a Lender or an Approved Fund, immediately prior to giving effect to such assignment.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect

to such assignment is delivered to the Administrative Agent) shall not be less than $5,000,000 unless each of the Borrower and the Administrative Agent otherwise consent, provided that no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500;

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; and

(E) no assignment shall be made to a natural Person, or to any holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person.

(iii) Subject to Section 12.04(b)(ii) and the acceptance and recording thereof, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Section 5.01, Section 5.02, Section 5.03 and Section 12.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 12.04(c).

(iv) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Maximum Credit Amount of, and principal amount (and stated interest) of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive (absent manifest error), and the Borrower, the Administrative Agent, each Issuing Bank and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, any Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice. In connection with any changes to the Register, if necessary, the Administrative Agent will reflect the revisions on Annex I and forward a copy of such revised Annex I to the Borrower, each Issuing Bank and each Lender.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in this Section 12.04(b) and any written consent to such assignment required by this Section 12.04(b), the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this Section 12.04(b).

(c) (i) Any Lender may, without the consent of the Borrower, the Administrative Agent or any Issuing Bank, sell participations to one or more banks or other entities other than an Affiliate of the Borrower or any other Obligor (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent, each Issuing Bank and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that any such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 12.02(b) that affects such Participant. In addition such agreement must provide that the Participant be bound by the provisions of Section 12.11. Subject to Section 12.04(c)(ii), the Borrower agrees that each Participant shall be entitled to the benefits of Section 5.01, Section 5.02 and Section 5.03 (subject to the requirements and limitations therein, including the requirements under Section 5.03(e) (it being understood that the documentation required under Section 5.03(e) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 12.04(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 12.08 as though it were a Lender, provided such Participant agrees to be subject to Section 4.01(c) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(ii) A Participant shall not be entitled to receive any greater payment under Section 5.01 or Section 5.03 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent and such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 5.03 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 5.03(e) as though it were a Lender.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank having jurisdiction over such Lender, and this Section 12.04(d) shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

Section 12.05 Survival; Revival; Reinstatement.

(a) All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any other agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Section 5.01, Section 5.02, Section 5.03, Section 12.03 and ARTICLE XI shall survive and remain in full force and effect regardless of the consummation of the Transactions, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement, any other Loan Document or any provision hereof or thereof.

(b) To the extent that any payments on the Obligations or proceeds of any Collateral are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver or other Person under any bankruptcy law, common law or equitable cause, then to such extent, the Obligations so satisfied shall be revived and continue as if such payment or proceeds had not been received and the Administrative Agent's and the Lenders' Liens, security interests, rights, powers and remedies under this Agreement and each Loan Document shall continue in full force and effect. In such event, each Loan Document shall be automatically reinstated and the Borrower shall take such action as may be reasonably requested by the Administrative Agent and the Lenders to effect such reinstatement.

Section 12.06 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

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

(c) Except as provided in Section 6.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by fax, facsimile, as an attachment to an email or other similar electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 12.07 Severability. Any provision of this Agreement or any other Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof or thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 12.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations (of whatsoever kind, including, without limitation, obligations under Swap Agreements) at any time owing by such Lender or Affiliate to or for the credit or the account of the Obligors or the Restricted Subsidiaries against any of and all the obligations of the Obligors or the Restricted Subsidiaries owed to such Lender now or hereafter existing under this Agreement or any other Loan Document, irrespective of whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations may be unmatured. Each Lender or its Affiliate agrees to promptly notify the Borrower and the Administrative Agent after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of each Lender under this Section 12.08 are in addition to other rights and remedies (including other rights of setoff) which such Lender or its Affiliates may have.

Section 12.09 GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS.

(a) THIS AGREEMENT AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK EXCEPT TO THE EXTENT THAT UNITED STATES FEDERAL LAW PERMITS ANY LENDER TO CONTRACT FOR, CHARGE, RECEIVE, RESERVE OR TAKE INTEREST AT THE RATE ALLOWED BY THE LAWS OF THE STATE WHERE SUCH LENDER IS LOCATED.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THE LOAN DOCUMENTS SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS FOR ITSELF AND (TO THE EXTENT PERMITTED BY LAW) IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. THIS SUBMISSION TO JURISDICTION IS NON-EXCLUSIVE AND DOES NOT PRECLUDE A PARTY FROM OBTAINING JURISDICTION OVER ANOTHER PARTY IN ANY COURT OTHERWISE HAVING JURISDICTION.

(c) EACH PARTY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO IT AT THE ADDRESS SPECIFIED IN SECTION 12.01 OR SUCH OTHER ADDRESS AS IS SPECIFIED PURSUANT TO SECTION 12.01 (OR ITS ASSIGNMENT AND ASSUMPTION), SUCH SERVICE TO BECOME EFFECTIVE THIRTY (30) DAYS AFTER SUCH MAILING. NOTHING HEREIN SHALL AFFECT THE RIGHT OF A PARTY OR ANY HOLDER OF A NOTE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANOTHER PARTY IN ANY OTHER JURISDICTION.

(d) **EACH PARTY HEREBY (i) IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN; (ii) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; (iii) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OF COUNSEL FOR ANY PARTY HERETO HAS**

REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS, AND (iv) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 12.09.

Section 12.10 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 12.11 Confidentiality. Each Credit Party agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Related Parties' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority or self-regulatory body, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement or any other Loan Document, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 12.11, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any Swap Agreement relating to the Borrower and their obligations, (g) with the consent of the Borrower, (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 12.11 or (ii) becomes available to the Administrative Agent, any Issuing Bank or any Lender on a nonconfidential basis from a source other than the Borrower, (i) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender or (j) on a confidential basis to (i) any rating agency in connection with rating the Obligors or this Agreement or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers for this Agreement. In addition, the Administrative Agent and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar services providers to the lending industry and service providers to the Administrative Agent and the Lenders in connection with the administration of this Agreement and the other Loan Documents. For the purposes of this Section 12.11, "Information" means all information received from the Obligors or their respective Subsidiaries relating to the Obligors or their respective Subsidiaries and their businesses, other than any such information that is available to the Administrative Agent, any Issuing Bank or any Lender on a nonconfidential basis prior to disclosure by the Obligors or their respective Subsidiaries; provided that, in the case of information received from the Borrower, or any of its Subsidiaries after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 12.11 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each Lender acknowledges that information furnished to it pursuant to this Agreement or the other Loan Documents may include material non-public information concerning the Obligors and their respective Affiliates and Related Parties or their respective securities, and confirms that it has developed compliance procedures regarding the use of material non-public information and agrees that it will handle such material non-public information in accordance with those procedures and applicable law, including federal and state securities laws.

All information, including requests for waivers and amendments, furnished by the Obligors or the Administrative Agent pursuant to, or in the course of administering, this Agreement or the other Loan Documents will be syndicate-level information, which may contain material non-public information about the Obligors and their respective Affiliates and Related Parties or their respective securities. Accordingly, each Lender represents to the Borrower and the Administrative Agent that it has identified in its Administrative Questionnaire a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including federal and state securities laws.

Section 12.12 Interest Rate Limitation. It is the intention of the parties hereto that each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the Transactions would be usurious as to any Lender under laws applicable to it (including the laws of the United States of America and the State of New York or any other jurisdiction whose laws may be mandatorily applicable to such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in any of the Loan Documents or any agreement entered into in connection with or as security for the Loans, it is agreed as follows: (a) the aggregate of all consideration which constitutes interest under law applicable to any Lender that is contracted for, taken, reserved, charged or received by such Lender under any of the Loan Documents or agreements or otherwise in connection with the Loans shall under no circumstances exceed the maximum amount allowed by such applicable law, and any excess shall be canceled automatically and if theretofore paid shall be credited by such Lender on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Lender to the Borrower); and (b) in the event that the maturity of the Loans is accelerated by reason of an election of the holder thereof resulting from any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall be canceled automatically by such Lender as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Lender on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Lender to the Borrower). All sums paid or agreed to be paid to any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Lender, be amortized, prorated, allocated and spread throughout the stated term of the Loans until payment in full so that the rate or amount of interest on account of any Loans hereunder does

not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (i) the amount of interest payable to any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Lender pursuant to this Section 12.12 and (ii) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Lender would be less than the amount of interest payable to such Lender computed at the Highest Lawful Rate applicable to such Lender, then the amount of interest payable to such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Lender until the total amount of interest payable to such Lender shall equal the total amount of interest which would have been payable to such Lender if the total amount of interest had been computed without giving effect to this Section 12.12.

Section 12.13 EXCULPATION PROVISIONS. EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS; THAT IT HAS IN FACT READ THIS AGREEMENT AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS; AND HAS RECEIVED THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS; AND THAT IT RECOGNIZES THAT CERTAIN OF THE TERMS OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT “CONSPICUOUS.”

Section 12.14 Collateral Matters; Swap Agreements. The benefit of the Security Instruments and of the provisions of this Agreement relating to any collateral securing the Obligations shall also extend to and be available to each Secured Swap Party and each Secured Cash Management Provider on a pro rata basis in respect of any Secured Swap Obligations owed to such Secured Swap Party and any Secured Cash Management Obligations owed to such Secured Cash Management Provider. Except as set forth in Section 12.02(b), no Secured Swap Party or Secured Cash Management Provider shall have any voting rights under any Loan Document as a result of the existence of any Secured Swap Obligations or Secured Cash Management Obligations owed to it.

Section 12.15 No Third Party Beneficiaries. This Agreement, the other Loan Documents, and the agreement of the Lenders to make Loans and each Issuing Bank to issue, amend, renew or extend Letters of Credit hereunder are solely for the benefit of the Borrower, and no other Person (including, without limitation, any Subsidiary of the Borrower, any obligor,

contractor, subcontractor, supplier or materialsman) shall have any rights, claims, remedies or privileges hereunder or under any other Loan Document against the Administrative Agent, any other agent, any Issuing Bank or any Lender for any reason whatsoever. There are no third party beneficiaries other than to the extent contemplated by the last sentence of Section 12.04(a).

Section 12.16 USA Patriot Act Notice. Each Lender hereby notifies the Borrower and other Obligors that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Obligors, which information includes the name, address and tax identification number of the Obligors and other information that will allow such Lender to identify the Obligors in accordance with the Patriot Act.

Section 12.17 No Fiduciary Duty. The Administrative Agent, each Lender and their Affiliates (collectively, solely for purposes of this paragraph, the "Lenders"), may have economic interests that conflict with those of the Borrower and the Guarantors, their respective stockholders and/or their affiliates. The Borrower agrees that nothing in the Loan Documents and nothing in connection with the transactions related thereto will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and the Borrower and any Guarantor, its stockholders or its affiliates, on the other. The Borrower acknowledges and agrees that (a) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lenders, on the one hand, and the Borrower on the other, and (b) in connection therewith and with the process leading thereto, (i) no Lender has assumed an advisory or fiduciary responsibility in favor of the Borrower or any Guarantor, its stockholders or its Affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise the Borrower or any Guarantor, its stockholders or its Affiliates on other matters) or any other obligation to the Borrower or any Guarantor except the obligations expressly set forth in the Loan Documents and (ii) each Lender is acting solely as principal and not as the agent or fiduciary of the Borrower or any Guarantor, its management, stockholders, creditors or any other Person. The Borrower acknowledges and agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. The Borrower agrees that it will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Borrower or any Guarantor, in connection with such transaction or the process leading thereto.

Section 12.18 Flood Insurance Provisions.

(a) Notwithstanding any provision in this Agreement or any other Loan Document to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Mortgaged Property" and no Building or Manufactured (Mobile) Home is hereby encumbered by this Agreement or any other Loan Document. As used herein, "Flood Insurance Regulations" means (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance

Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time and (iv) the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder and (v) the Biggert-Waters Flood Reform Act of 2012 and any regulations promulgated thereunder.

(b) The Administrative Agent has adopted internal policies and procedures that address requirements placed on federally regulated Lenders under the Flood Insurance Regulations. The Administrative Agent will post on the applicable electronic platform (or otherwise distribute to each Lender in the syndicate) documents that it receives in connection with the Flood Insurance Regulations. However, the Administrative Agent reminds each Lender and participant in the facility that, pursuant to the Flood Insurance Regulations, each federally regulated Lender (whether acting as a Lender or participant in the facility) is responsible for assuring its own compliance with the flood insurance requirements.

Section 12.19 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by: (a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and (b) the effects of any Bail-In Action on any such liability, including, if applicable: (i) a reduction in full or in part or cancellation of any such liability; (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or (iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

Section 12.20 Releases.

(a) Full Release. Upon the request of the Borrower, if (i) all Obligations under this Agreement and the other Loan Documents shall have been paid in full in cash (other than (A) indemnities and other contingent obligations not then due and payable and as to which no claim has been made as of the time of determination and (B) Secured Cash Management Obligations), (ii) all Letters of Credit shall have expired, terminated or other arrangements satisfactory to the Administrative Agent and the relevant Issuing Bank shall have been made, (iii) all Secured Swap Obligations shall have been paid in full or other arrangements satisfactory to the Administrative Agent and the Secured Swap Parties shall have been made, (iv) commitments of the Lenders under the Loan Documents shall have been terminated and (v) this Agreement and the other Loan Documents shall have been terminated (other than those provisions that by their terms survive termination), the Administrative Agent at the request and sole expense of the Obligors shall execute and deliver or cause to be executed and delivered such instruments as may be necessary to evidence the release of the Liens and any guarantees granted pursuant to the Security Instruments.

(b) Partial Release. If (i) any of the Collateral shall be sold, transferred, conveyed or otherwise disposed of by the Borrower or any Subsidiary Guarantor in a transaction permitted by this Agreement (other than any sale, transfer, conveyance, transfer of other disposition to the Borrower or another Subsidiary Guarantor) or (ii) the release of such Lien is approved, authorized or ratified in writing by the Majority Lenders (or such other percentage of the Lenders and Secured Swap Parties whose consent may be required in accordance with Section 12.02(b)), then upon written request delivered to the Administrative Agent, the Administrative Agent, at the sole expense of the Borrower and the applicable Subsidiary Guarantor, shall promptly execute and deliver to the Borrower or such Subsidiary Guarantor all releases, termination statements and/or other documents reasonably necessary or desirable to evidence the release of Liens on such Collateral created under the applicable Loan Documents; provided that the Borrower shall have delivered to the Administrative Agent a written request for release, termination statements and other documents identifying the Borrower or such Subsidiary Guarantor together with a certification by the Borrower stating (x) that such transaction is in compliance with this Agreement and the other Loan Documents, and (y) no Collateral other than the Collateral required to be released is being released. The Administrative Agent is authorized to release a Guarantor from its obligations under the Loan Documents (including, without limitation, any guarantee under the Guarantee and Collateral Agreement) and any Liens on the Property of such Guarantor granted pursuant to the Security Instruments in the event that (i) all the capital stock or other Equity Interests of such Guarantor are sold, transferred, conveyed, associated or otherwise disposed of in a transaction permitted by the Loan Documents, (ii) upon written request by the Borrower to the Administrative Agent, such Guarantor ceases to be a Material Subsidiary or (iii) such Guarantor is designated as an Unrestricted Subsidiary. In such event, the Administrative Agent, at the sole expense of the Borrower and the applicable Guarantor, shall promptly execute and deliver to the Borrower or such Guarantor all releases, termination statements and/or other documents reasonably necessary or desirable to evidence such release; provided that the Borrower shall have delivered to the Administrative Agent a written request for release identifying the relevant Guarantor together with a certification by the Borrower stating (x) that such transaction is in compliance with this Agreement and the other Loan Documents, and (y) no Guarantor or Collateral other than the Guarantor or Collateral required to be released is being released.

(c) Effective as of the Spinoff Part II Effective Date, (i) each of New LINN and Blue Mountain shall be automatically released from its obligations under the Loan Documents (including, without limitation, any guarantee under the Guarantee and Collateral Agreement) and (ii) each Lender hereby (A) consents to the release of each of New LINN and Blue Mountain from all of their respective obligations under the Loan Documents (including any guarantee under the Guarantee and Collateral Agreement, any Lien on any Collateral owned by New LINN or Blue Mountain securing the Obligations and any Lien on the Equity Interests in Blue Mountain securing the Obligations) and (B) authorizes the Administrative Agent to execute and deliver to New LINN and Blue Mountain all releases, termination statements and/or other documents reasonably necessary or desirable to evidence such release. Notwithstanding anything to the contrary herein or in any Loan Document, effective as of the Spinoff Part II Effective Date, the Equity Interests in Blue Mountain shall not be subject to any Lien securing the Obligations or any requirement under this Agreement or the Guarantee and Collateral Agreement to pledge such Equity Interests to secure the Obligations (and each Lender hereby authorizes the Administrative Agent to execute and deliver an amendment to the Guarantee and Collateral Agreement to evidence the foregoing).

Section 12.21 Joinder of New LINN, MidCo, Ultimate Holdings and/or Replacement Holdings to this Agreement as Holdings.

(a) By executing and delivering a Credit Agreement Joinder, effective as of the Spinoff Part I Effective Date, New LINN shall become a party to this Agreement as "Holdings" and an "Obligor", and MidCo shall become a party to this Agreement as "MidCo" and an "Obligor", in each case with the same force and effect as if originally named herein and shall be bound by the terms of this Agreement. On the Spinoff Part I Effective Date, each of New LINN and MidCo hereby represents and warrants that each of the representations and warranties applicable to it in this Agreement are true and correct in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall continue to be true and correct in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects) as of such specified earlier date. On and after the Spinoff Part I Effective Date, the Obligors and the Lenders hereby authorize the Administrative Agent and the Borrower (without the consent of any other Person) to amend the definition of "Holdings" in any Loan Document to identify New LINN, to amend the Loan Documents to add references to MidCo where appropriate in the discretion of the Administrative Agent and/or to make such other conforming changes as are reasonably related thereto as determined by the Administrative Agent.

(b) By executing and delivering a Credit Agreement Joinder, effective as of the Spinoff Part II Effective Date, Ultimate Holdings shall become a party to this Agreement as "Holdings" and an "Obligor" with the same force and effect as if originally named herein and shall be bound by the terms of this Agreement. On the Spinoff Part II Effective Date, Ultimate Holdings hereby represents and warrants that each of the representations and warranties applicable to it in this Agreement are true and correct in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall continue to be true and correct in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects) as of such specified earlier date. On and after the Spinoff Part II Effective Date, the Obligors and the Lenders hereby authorize the Administrative Agent and the Borrower to amend the definition of "Holdings" in any Loan Document to identify Ultimate Holdings and/or to make such other conforming changes as are reasonably related thereto as determined by the Administrative Agent.

(c) By executing and delivering a Credit Agreement Joinder, effective as of the Replacement Holdings Effective Date, Replacement Holdings shall become a party to this Agreement as "Holdings" and an "Obligor" with the same force and effect as if originally named herein and shall be bound by the terms of this Agreement. On the Replacement Holdings Effective Date, Replacement Holdings hereby represents and warrants that each of the representations and warranties applicable to it in this Agreement are true and correct in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall continue to be true and correct

in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects) as of such specified earlier date. On and after the Replacement Holdings Effective Date, the Obligors and the Lenders hereby authorize the Administrative Agent and the Borrower to amend the definition of "Holdings" as set forth in Section 1.02 of this Agreement, and where applicable, in any other Loan Document, in each case to identify the legal name of Replacement Holdings as set forth in such Credit Agreement Joinder and/or to make such other conforming changes as are reasonably related thereto as determined by the Administrative Agent.

Section 12.22 Spinoff Part II Transactions. Each of Sections 9.04(a)(vii), 9.05(q), 9.10(g), 9.11(l) and 9.13(g) shall become effective and the "Spinoff Part II Effective Date" shall be deemed to have occurred for all purposes of this Agreement on the date (such date, the "Spinoff Part II Effective Date") when each of the following conditions is satisfied (or waived in accordance with Section 12.02):

(a) No Default. No Default or Event of Default shall have occurred and be continuing as of the Spinoff Part II Effective Date.

(b) Payment of Outstanding Invoices. The Administrative Agent shall have received payment by the Borrower of all fees and other amounts due and payable on or prior to the Spinoff Part II Effective Date, including, to the extent invoiced prior to the anticipated Spinoff Part II Effective Date, reimbursement or payment of all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower (including, but not limited to the reasonable fees of Paul Hastings LLP), in each case pursuant to this Agreement.

(c) Joinder. The Administrative Agent shall have received from Ultimate Holdings counterparts (in such number as may be requested by the Administrative Agent), signed on behalf of such Person, of the following, which shall be in form and substance reasonably satisfactory to the Administrative Agent: (i) a Credit Agreement Joinder and (ii) an amendment or joinder to the Guarantee and Collateral Agreement with respect to transactions occurring on the Spinoff Part II Effective Date.

(d) Liens. The Administrative Agent shall be reasonably satisfied that the Security Instruments create first priority, perfected Liens on all of the Property of Ultimate Holdings, and the Administrative Agent shall have received (i) certificates, if any, together with undated, blank stock powers for such certificates, representing all of the issued and outstanding certificated Equity Interests in MidCo pursuant to the Guarantee and Collateral Agreement and (ii) UCC financing statements for Ultimate Holdings to be filed in its state of formation.

(e) Supplement to Schedules. The Administrative Agent shall have received a supplement to Schedule 7.14 pertaining to Ultimate Holdings.

(f) Secretary Certificate. The Administrative Agent shall have received a certificate of a Secretary or Responsible Officer of Ultimate Holdings setting forth (i) resolutions of the board of directors or other managing body with respect to the authorization of Ultimate Holdings to execute and deliver the Loan Documents to which it is a party and to enter into the transactions contemplated in those documents, (ii) the individuals (A) who are authorized to sign

the Loan Documents to which Ultimate Holdings is a party and (B) who will, until replaced by another individual duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection with this Agreement and the other Loan Documents to which it is a party, (iii) specimen signatures of such authorized individuals, and (iv) the articles or certificate of incorporation or formation and bylaws, operating agreement or partnership agreement, as applicable, of Ultimate Holdings, in each case, certified as being true and complete.

(g) Legal Opinion. The Administrative Agent shall have received an opinion of Kirkland & Ellis, LLP, special counsel to the Borrower, in form and substance reasonably satisfactory to the Administrative Agent, as to such matters as the Administrative Agent may reasonably request.

(h) Spinoff Part II Effective Date Certificate. The Administrative Agent shall have received a certificate of a Responsible Officer certifying (i) that attached thereto is a true and complete copy of each material transaction agreement relating to the Spinoff Part II Transactions (collectively, the "Spinoff Part II Documents"), (ii) that the Spinoff Part II Transactions have been consummated (or will be consummated substantially simultaneously with the Spinoff Part II Effective Date) pursuant to the terms of the Spinoff Part II Documents, (iii) that (A) no cash payments or other Dispositions have been made as part of the Spinoff Part II Transactions, other than the Equity Interests (or the Property of Roan Resources) to be distributed in connection with such Spinoff Part II Transactions and (B) on the Spinoff Part II Effective Date (immediately prior to the consummation of the Spinoff Part II Transactions), New LINN does not directly own any Property other than Equity Interests in MidCo, Roan Resources and other immaterial administrative Property; and (d) that each of the representations and warranties of the Borrower and the Guarantors (including Ultimate Holdings) set forth in this Agreement and in the other Loan Documents are true and correct in all material respects (except for those which have a materiality qualifier, which shall be true and correct in all respects as so qualified) on and as of the Spinoff Part II Effective Date, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall continue to be true and correct in all material respects (except for those which have a materiality qualifier, which shall be true and correct in all respects as so qualified) as of such specified earlier date.

(i) KYC. The Administrative Agent and the Lenders shall have received, and be reasonably satisfied in form and substance with, all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including but not restricted to the Patriot Act, that has been requested by the Administrative Agent in writing at least five (5) business days prior to the anticipated Spinoff Part II Effective Date.

The Administrative Agent is hereby authorized and directed to declare the occurrence of the Spinoff Part II Effective Date when it has received documents confirming compliance with the conditions set forth in this Section 12.22 or the waiver of such conditions in accordance with Section 12.02. Such declaration shall be final, conclusive and binding upon all parties to this Agreement for all purposes.

Section 12.23 Blue Mountain Transactions; Joinder of Replacement Holdings. Notwithstanding anything to the contrary in this Agreement, on and after the Spinoff Part II Effective Date, in order to consummate the corporate separation of Blue Mountain from the Obligors (the "Blue Mountain Transaction"), (a) a newly formed Delaware corporation wholly-owned by Holdings may replace Holdings as the owner of 100% of the voting and economic Equity Interests of MidCo (and which, for the avoidance of doubt, on the Replacement Holdings Effective Date (as defined below), shall not have incurred any Debt or Liens, except for the Obligations, the Liens securing the payment of the Obligations and Excepted Liens) (such Person, "Replacement Holdings"); and (b) substantially simultaneously with such replacement as described in the preceding clause (a), Holdings may distribute, or make other Restricted Payments of, the Equity Interests of Replacement Holdings; provided that (x) the terms and structure of such transactions in the preceding clauses (a) and (b) shall be acceptable to the Administrative Agent (and which terms shall include, for the avoidance of doubt, Replacement Holdings becoming a Guarantor); and (y) the conditions precedent set forth in Section 12.22 shall be satisfied or waived in accordance with Section 12.02 as if (1) each reference therein to Ultimate Holdings were replaced with a reference to Replacement Holdings, (2) each reference therein to the Spinoff Part II Effective Date were replaced with a reference to the Replacement Holdings Effective Date and (3) the certificate described in Section 12.22(h) referred to the transactions and transaction agreements entered into in connection with the Blue Mountain Transaction on the Replacement Holdings Effective Date. As used herein, "Replacement Holdings Effective Date" shall mean the date on which each of the conditions in the foregoing proviso is satisfied (or waived in accordance with Section 12.02 of this Agreement).

It is further agreed and acknowledged that such replacement of Holdings with Replacement Holdings in accordance with this Section 12.23 shall not constitute a "Change of Control" or otherwise violate Sections 9.04, 9.10, 9.11, 9.13 or 9.20 of this Agreement; provided that in connection therewith, that (i) no cash payments or other asset transfers or dispositions have been made, other than the Equity Interests (or the Property of Blue Mountain) to be distributed in connection with the Blue Mountain Transaction and (ii) on the Replacement Holdings Effective Date (immediately prior to the consummation of the Blue Mountain Transaction), Holdings does not directly own any Property other than Equity Interests in Blue Mountain and other immaterial administrative Property. Upon consummation of the transactions described in this Section 12.23, effective as of the Replacement Holdings Effective Date, each Lender hereby (a) consents to the release of Ultimate Holdings from all of its respective obligations under the Loan Documents (including, without limitation, any guarantee under the Guarantee and Collateral Agreement) and (b) authorizes the Administrative Agent to execute and deliver to Ultimate Holdings all releases, termination statements and/or other documents reasonably necessary or desirable to evidence such release (including the release of Liens on Collateral owned by Ultimate Holdings created under the applicable Loan Documents).

Furthermore, by executing and delivering a Credit Agreement Joinder, effective as of the Replacement Holdings Effective Date, Replacement Holdings shall become a party to this Agreement as "Holdings", and an "Obligor" with the same force and effect as if originally named herein and shall be bound by the terms of this Agreement. On the Replacement Holdings Effective Date, Replacement Holdings hereby represents and warrants that each of the representations and warranties applicable to it in this Agreement are true and correct in all material respects (except

that any representation and warranty that is qualified by materiality shall be true and correct in all respects), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall continue to be true and correct in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects) as of such specified earlier date. On and after the Replacement Holdings Effective Date, the Obligors and the Lenders hereby authorize the Administrative Agent and the Borrower to amend the definition of "Holdings" in any Loan Document to identify the legal name of Replacement Holdings as set forth in the Credit Agreement Joinder and/or to make such other conforming changes as are reasonably related thereto as determined by the Administrative Agent.

[Remainder of Page Intentionally Left Blank - Signature Pages Follow]

BORROWER: **LINN ENERGY HOLDCO II LLC**

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

PARENT GUARANTOR: **LINN ENERGY HOLDCO LLC**

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

PARENT GUARANTOR: **LINN ENERGY, INC.**

By: /s/ David B. Rottino
Name: David B. Rottino
Title: Executive Vice President and Chief Financial Officer

ADMINISTRATIVE AGENT:

ROYAL BANK OF CANADA, as Administrative Agent

By: /s/ Rodica Dutka
Name: Rodica Dutka
Title: Manager, Agency Services Group

ISSUING BANK AND LENDER:

ROYAL BANK OF CANADA, as Issuing Bank and a Lender

By: /s/ Don J. McKinnerney
Name: Don J. McKinnerney
Title: Authorized Signatory

SYNDICATION AGENT AND LENDER:

CITIBANK, N.A., as Syndication Agent and a Lender

By: /s/ Phil Ballard
Name: Phil Ballard
Title: Vice President

CO-DOCUMENTATION AGENTS AND LENDERS:

BARCLAYS BANK PLC, as Co-Documentation Agent and a Lender

By: /s/ Christopher M. Aitkin
Name: Christopher M. Aitkin
Title: Assistant Vice President

JPMORGAN CHASE BANK, N.A., as Co-Documentation Agent and a Lender

By: /s/ Anson Williams
Name: Anson Williams
Title: Authorized Officer

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

PNC BANK NATIONAL ASSOCIATION, as
Co-Documentation Agent and a Lender

By: /s/ Denise S. Davis
Name: Denise S. Davis
Title: Vice President

LENDERS:

ABN AMRO CAPITAL USA LLC, as a Lender

By: /s/ Darrell Holley
Name: Darrell Holley
Title: Managing Director

By: /s/ David Montgomery
Name: David Montgomery
Title: Managing Director

CADENCE BANK, N.A., as a Lender

By: /s/ Eric Broussard
Name: Eric Broussard
Title: Executive Vice President

SIGNATURE PAGE
TO CREDIT AGREEMENT

CAPITAL ONE, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Nancy Mak
Name: Nancy Mak
Title: Sr. Vice President

CATHAY BANK, as a Lender

By: /s/ Dale T. Wilson
Name: Dale T. Wilson
Title: Senior Vice President

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Lender

By: /s/ Richard Antl
Name: Richard Antl
Title: Authorized Signatory

By: /s/ Trudy Nelson
Name: Trudy Nelson
Title: Authorized Signatory

COMERICA BANK, as a Lender

By: /s/ William B. Robinson
Name: William B. Robinson
Title: Senior Vice President

SIGNATURE PAGE
TO CREDIT AGREEMENT

DEUTSCHE BANK AG NEW YORK BRANCH, as a Lender

By: /s/ Dusan Lazarov
Name: Dusan Lazarov
Title: Director

By: /s/ Marcus Tarkington
Name: Marcus Tarkington
Title: Director

DNB CAPITAL LLC, as a Lender

By: /s/ Byron Cooley
Name: Byron Cooley
Title: Senior Vice President

By: /s/ James Grubb
Name: James Grubb
Title: Vice President

FIFTH THIRD BANK, as a Lender

By: /s/ Justin Bellamy
Name: Justin Bellamy
Title: Director

KEYBANK NATIONAL ASSOCIATION, as a Lender

By: /s/ George E. McKean
Name: George E. McKean
Title: Senior Vice President

SIGNATURE PAGE
TO CREDIT AGREEMENT

SOCIETE GENERALE, as a Lender

By: /s/ Max Sonnonstine
Name: Max Sonnonstine
Title: Director

SIGNATURE PAGE
TO CREDIT AGREEMENT

SUNTRUST BANK, as a Lender

By: /s/ John Kovarik
Name: John Kovarik
Title: Director

SIGNATURE PAGE
TO CREDIT AGREEMENT

BP ENERGY COMPANY, as a Lender

By: /s/ Timothy Yee
Name: Timothy Yee
Title: Attorney-in-Fact

CARGILL, INCORPORATED, as a Lender

By: /s/ Tyler R. Smith
Name: Tyler R. Smith
Title: Authorized Signer

MACQUARIE BANK LIMITED, as a Lender

By: /s/ Ian Steddon
Name: Ian Steddon
Title: Division Director

By: /s/ Thomas Morgan
Name: Thomas Morgan
Title: Associate Director

NEXTERA ENERGY MARKETING, LLC, as a Lender

By: /s/ Lawrence Silverstein
Name: Lawrence Silverstein
Title: Senior Vice President and Managing Director

EXHIBIT J
FORM OF CREDIT AGREEMENT JOINDER

THIS CREDIT AGREEMENT JOINDER AGREEMENT (this "Joinder Agreement"), dated as of [ ], 20[ ], is made by and between [ ] (the "New Obligor"), and Royal Bank of Canada, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") parties to the Credit Agreement referred to below**.** All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

W I T N E S S E T H :

WHEREAS, Linn Energy Holdco II LLC, a Delaware limited liability company (the "Borrower"), Holdings, the Parent, the Lenders and the Administrative Agent entered into a Credit Agreement, dated as of August 4, 2017 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, simultaneously with the [Spinoff Part I Effective Date] [Spinoff Part II Effective Date] [Replacement Holdings Effective Date] the Credit Agreement requires the New Obligor to execute and deliver this Joinder Agreement; and

WHEREAS, the New Obligor desires to execute and deliver this Joinder Agreement in order to become a party to the Credit Agreement.

NOW, THEREFORE, IT IS AGREED:

1. Credit Agreement Joinder**.** By executing and delivering this Joinder Agreement, effective as of the date hereof, the New Obligor, as provided in Section 12.21 of the Credit Agreement, hereby becomes a party to and agrees to be bound by the Credit Agreement as "Holdings" and as an "Obligor" thereunder with the same force and effect as if originally named in the Credit Agreement as "Holdings" and as an "Obligor" and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities as "Holdings" and as an "Obligor" under the Credit Agreement. The New Obligor hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement and the other Loan Documents, including without limitation (a) all of the representations and warranties of Holdings set forth in Article VII of the Credit Agreement, and (b) all of the affirmative and negative covenants of Holdings set forth in Article VIII and Article IX of the Credit Agreement. The New Obligor hereby represents and warrants to the Administrative Agent and the Lenders that each of the representations and warranties contained in Article VII of the Credit Agreement, as they relate to the New Obligor, is true and correct on and as the date hereof (after giving effect to this Joinder Agreement) as if made on and as of such date. The New Obligor hereby acknowledges and confirms that it has received a copy of the Credit Agreement, including the annexes, schedules and exhibits thereto, and each other Loan Document.

2. Further Acts. The New Obligor agrees that at any time and from time to time, upon the written request of the Administrative Agent, it will execute and deliver such further documents and do such further acts and things as the Administrative Agent may reasonably request in order to effect the purposes of this Joinder Agreement.

3. **Governing Law. THIS JOINDER AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS JOINDER AGREEMENT AND ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATED TO THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

4. Acceptance. The New Obligor hereby expressly waives notice of acceptance of this Joinder Agreement, acceptance on the part of the Administrative Agent, the Issuing Bank and the Lenders being conclusively presumed by their request for this Joinder Agreement and delivery of the same to the Administrative Agent.

5. Counterparts. This Joinder Agreement (a) may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute one contract and (b) may, upon execution, be delivered by facsimile or electronic mail, which shall be deemed for all purposes to be an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered as of the date first above written.

[NEW OBLIGOR]

By: _____
Name:
Title:

Acknowledged and Agreed to
as of the date first above written by:

ADMINISTRATIVE AGENT:

ROYAL BANK OF CANADA, as Administrative Agent

By: _____
Name:
Title:

Exhibit 10.22

THIRD AMENDED AND RESTATED
EMPLOYMENT AGREEMENT

February 28, 2017

This Third Amended and Restated Employment Agreement ("Agreement") replaces and supersedes in its entirety that Second Amended and Restated Employment Agreement dated December 17, 2008 (the "Prior Agreement") and is entered into by and between **LINN OPERATING, LLC**, a Delaware limited liability company (the "Company"), and **DAVID B. ROTTINO** (the "Employee"), as of the date first set forth above (the "Effective Date"), on the terms set forth herein. **LINN ENERGY, INC.**, a Delaware corporation, and the 100% parent of the Company ("Linn Energy"), is joining in this Agreement for the limited purposes of reflecting its agreement to the matters set forth herein as to it, but such joinder is not intended to make Linn Energy the employer of the Employee for any purpose.

Accordingly, the parties, intending to be legally bound, agree as follows:

1. Position and Duties.

1.1 Employment; Titles; Reporting. The Company agrees to continue to employ the Employee and the Employee agrees to continue employment with the Company, upon the terms and subject to the conditions provided under this Agreement. During the Employment Term (as defined in Section 2), the Employee will serve each of the Company and Linn Energy as the Executive Vice President and Chief Financial Officer. In such capacities, the Employee will report to the Board of Directors of Linn Energy (including any committee thereof, the "Board") and otherwise will be subject to the direction and control of the Board, and the Employee will have such duties, responsibilities and authorities as may be assigned to the Employee by the Board from time to time and otherwise consistent with such position in a publicly traded company comparable to Linn Energy which is engaged in natural gas and oil acquisition, development and production.

1.2 Duties. During the Employment Term, the Employee will devote substantially all of the Employee's full working time to the business and affairs of the Company and Linn Energy, will use the Employee's best efforts to promote the Company's and Linn Energy's interests and will perform the Employee's duties and responsibilities faithfully, diligently and to the best of the Employee's ability, consistent with sound business practices. The Employee may be required by the Board to provide services to, or otherwise serve as an officer or director of, any direct or indirect subsidiary of the Company or to Linn Energy, as applicable. The Employee will comply with the Company's and Linn Energy's policies, codes and procedures, as they may be in effect from time to time, applicable to executive officers of the Company and Linn Energy. Subject to the preceding sentence, the Employee may, with the prior approval of the Board in each instance, engage in other business and charitable activities, provided that such charitable and/or other business activities do not violate Section 7, create a conflict of interest or the appearance of a conflict of interest with the Company or Linn Energy or materially interfere with the performance of the Employee's obligations to the Company or Linn Energy under this Agreement.

1.3 Place of Employment. The Employee will perform the Employee's duties under this Agreement at the Company's offices in Houston, Texas, with the likelihood of substantial business travel.

2. Term of Employment.

The term of the Employee's employment by the Company under this Agreement (the "Employment Term") commenced on the Effective Date and will continue until employment is terminated by either party under Section 5. The date on which the Employee's employment ends is referred to in this Agreement as the "Termination Date." For the purpose of Sections 5 and 6 of this Agreement, the Termination Date shall be the date upon which the Employee incurs a "separation from service" as defined in Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations issued thereunder.

3. Compensation.

3.1 Base Salary. During the Employment Term, the Employee will be entitled to receive a base salary ("Base Salary") at an annual rate of not less than $500,000 for services rendered to the Company, Linn Energy, and any of its direct or indirect subsidiaries, payable in accordance with the Company's regular payroll practices. The Employee's Base Salary shall be reviewed annually by the Board and may be adjusted upward in the Board's sole discretion, but not downward.

3.2 Bonus Compensation. During the Employment Term, the Employee will be entitled to receive incentive compensation in such amounts and at such times as the Board may award to the Employee in its sole discretion under any incentive compensation or other bonus plan or arrangement as may be established by the Board from time to time (collectively, the "Employee Bonus Plan"). Under the Employee Bonus Plan, the Board may, in its discretion, set, in advance, an annual target bonus for the Employee, which is currently set as a percentage of Base Salary. For example, for 2016, the Employee's target bonus was set at 100% of the Employee's Base Salary. The percentage of the Employee's Base Salary that the Board designates for the Employee to receive as the Employee's annual target bonus under any Employee Bonus Plan, as such percentage may be adjusted upward or downward from time to time in the sole discretion of the Board, or replaced by another methodology of determining the Employee's target bonus, is referred to herein as the Employee's "Bonus Level Percentage." The amount paid to the Employee through application of the Bonus Level Percentage is the Employee's "Bonus Level Amount." The "Annual Bonus" is the Bonus Level Amount paid to the Employee in any given year.

3.3 Long-Term Incentive Compensation. Long-term incentive compensation awards may be made to the Employee from time to time during the Employment Term by the Board in its sole discretion, whose decision will be based upon performance and award guidelines for executive officers of the Company and Linn Energy established periodically by the Board in its sole discretion.

4. Expenses and Other Benefits.

4.1 Reimbursement of Expenses. The Employee will be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Employee during the Employment Term (in accordance with the policies and practices presently followed by the Company or as may be established by the Board from time to time for the Company's and Linn Energy's senior executive officers) in performing services under this Agreement, provided that the Employee properly accounts for such expenses in accordance with the Company's and Linn Energy's policies as in effect from time to time. Such reimbursement shall be paid on or before the end of the calendar year following the calendar year in which any such reimbursable expense was incurred, and the Company shall not be obligated to pay any such reimbursement amount for which the Employee fails to submit an invoice or other documented reimbursement request at least ten business days before the end of the calendar year next following the calendar year in which the expense was incurred. Business related expenses shall be reimbursable only to the extent they were incurred during the term of the Agreement, but in no event shall the time period extend beyond the later of the lifetime of the Employee or, if longer, 20 years. The amount of such reimbursements that the Company is obligated to pay in any given calendar year shall not affect the amount the Company is obligated to pay in any other calendar year. In addition, the Employee may not liquidate or exchange the right to reimbursement of such expenses for any other benefits.

4.2 Vacation. The Employee will be entitled to paid vacation time each year during the Employment Term that will accrue in accordance with the Company's policies and procedures now in force or as such policies and procedures may be modified with respect to all senior executive officers of the Company.

4.3 Other Employee Benefits. In addition to the foregoing, during the Employment Term, the Employee will be entitled to participate in and to receive benefits as a senior executive under all of the Company's employee benefit plans, programs and arrangements available to senior executives, subject to the eligibility criteria and other terms and conditions thereof, as such plans, programs and arrangements may be duly amended, terminated, approved or adopted by the Board from time to time.

5. Termination of Employment.

5.1 Death. The Employee's employment under this Agreement will terminate upon the Employee's death.

5.2 Termination by the Company.

(a) T*erminable at Will.* The Company may terminate the Employee's employment under this Agreement at any time with or without Cause (as defined below).

(b) *Definition of Cause.* For purposes of this Agreement, the Company will have "Cause" to terminate the Employee's employment under this Agreement by reason of any of the following:

(i) the Employee's conviction of, or plea of nolo contendere to, any felony or to any crime or offense causing substantial harm to any of Linn Energy or its direct or indirect subsidiaries (whether or not for personal gain) or involving acts of theft, fraud, embezzlement, moral turpitude or similar conduct;

(ii) the Employee's repeated intoxication by alcohol or drugs during the performance of the Employee's duties;

(iii) the Employee's willful and intentional misuse of any of the funds of Linn Energy or its direct or indirect subsidiaries,

(iv) embezzlement by the Employee;

(v) the Employee's willful and material misrepresentations or concealments on any written reports submitted to any of Linn Energy or its direct or indirect subsidiaries;

(vi) the Employee's willful and intentional material breach of this Agreement;

(vii) the Employee's material failure to follow or comply with the reasonable and lawful written directives of the Board; or

(viii) conduct constituting a material breach by the Employee of the Company's then current (A) Code of Business Conduct and Ethics, and any other written policy referenced therein, or (B) the Code of Ethics for Chief Executive Officer and senior financial officers, if applicable, provided that, in each case, the Employee knew or should have known such conduct to be a breach.

(c) *Notice and Cure Opportunity in Certain Circumstances.* The Employee may be afforded a reasonable opportunity to cure any act or omission that would otherwise constitute Cause hereunder according to the following terms: The Board shall give the Employee written notice stating with reasonable specificity the nature of the circumstances determined by the Board in its reasonable and good faith judgment to constitute Cause. If, in the reasonable and good faith judgment of the Board, the alleged breach is reasonably susceptible to cure, the Employee will have 30 days from the Employee's receipt of such notice to effect the cure of such circumstances or such breach to the reasonable and good faith satisfaction of the Board. The Board will state whether the Employee will have such an opportunity to cure in the initial notice of Cause referred to above. Prior to termination for Cause, in those instances where the initial notice of Cause states that the Employee will have an opportunity to cure, the Company shall provide an opportunity for the Employee to be heard by the Board or a Board committee designated by the Board to hear the Employee. The decision as to whether the Employee has satisfactorily cured the alleged breach shall be made at such meeting. If, in the reasonable and good faith judgment of the Board the alleged breach is not reasonably susceptible to cure, or such circumstances or breach have not been satisfactorily cured within such 30 day cure period, such breach will thereupon constitute Cause hereunder.

5.3 Termination by the Employee.

(a) *Terminable at Will.* The Employee may terminate the Employee's employment under this Agreement at any time with or without Good Reason (as defined below).

(b) *Notice and Cure Opportunity.* If such termination is with Good Reason, the Employee will give the Company written notice, which will identify with reasonable specificity the grounds for the Employee's resignation and provide the Company with 15 days from the day such notice is given to cure the alleged grounds for resignation contained in the notice. A termination will not be for Good Reason if such notice is given by the Employee to the Company more than 30 days after the occurrence of the event that the Employee alleges is Good Reason for the Employee's termination hereunder.

(c) *Definition of Good Reason Other Than Upon a Change of Control.* For purposes of this Agreement, other than in the event of a Change of Control, "Good Reason" will mean any of the following to which the Employee will not consent in writing: (i) a reduction in the Employee's then current Base Salary or Bonus Level Percentage, or both; (ii) failure by Company to pay in full on a current basis (A) any of the compensation or benefits described in this Agreement that are due and owing, or (B) any amounts due and owing to the Employee under any long-term or short-term or other incentive compensation plans, agreements or awards; (iii) material breach of any provision of this Agreement by Company; or (iv) any material reduction in the Employee's title, authority, duties, responsibilities or reporting relationship from those in effect as of the Effective Date.

(d) *Definition of Good Reason for Purposes of Change of Control.* For purposes of a Change of Control, "Good Reason" will mean any of the following to which the Employee will not consent in writing, but only if the Termination Date is within six months before or two years after a Change of Control: (i) reduction in either the Employee's then current Base Salary or Bonus Level Percentage, or both; (ii) failure by the Company to pay in full on a current basis (A) any of the compensation or benefits described in this Agreement that are due and owing, or (B) any amounts due and owing to the Employee under any long-term or short-term or other incentive compensation plans, agreements or awards; (iii) material breach of any provision of this Agreement by the Company; (iv) any material reduction in the Employee's title, authority, duties, responsibilities or reporting relationship from those in effect as of the Effective Date; or (v) a relocation of the Employee's primary place of employment to a location more than 50 miles from the Company's location on the day immediately preceding the Change of Control.

5.4 Notice of Termination. Any termination of the Employee's employment by the Company or by the Employee during the Employment Term (other than termination pursuant to Section 5.1) will be communicated by written Notice of Termination to the other party hereto in accordance with Section 8.7. For purposes of this Agreement, a "Notice of Termination" means a written notice that (a) indicates the specific termination provision in this Agreement relied upon, (b) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee's employment under the provision so indicated, and (c) if the Termination Date (as defined herein) is other than the date of receipt of such notice, specifies the Termination Date (which Termination Date will be not more than 30 days after the giving of such notice).

5.5 Disability. If the Company determines in good faith that the Disability (as defined herein) of the Employee has occurred during the Employment Term, it may, without breaching this Agreement, give to the Employee written notice in accordance with Section 5.4 of its intention to terminate the Employee's employment. In such event, the Employee's employment with the Company will terminate effective on the 15th day after receipt of such notice by the Employee, provided that, within the 15 days after such receipt, the Employee will not have returned to full-time performance of the Employee's duties.

"Disability" means the earlier of (a) written determination by a physician selected by the Company and reasonably agreed to by the Employee that the Employee has been unable to perform substantially the Employee's usual and customary duties under this Agreement for a period of at least 120 consecutive days or a non-consecutive period of 180 days during any 12-month period as a result of incapacity due to mental or physical illness or disease; and (b) "disability" as such term is defined in the Company's applicable long-term disability insurance plan.

At any time and from time to time, upon reasonable request therefor by the Company, the Employee will submit to reasonable medical examination for the purpose of determining the existence, nature and extent of any such disability. Any physician selected by Company shall be Board Certified in the appropriate field, shall have no actual or potential conflict of interest, and may not be a physician who has been retained by the Company for any purpose within the prior three years.

6. Compensation of the Employee Upon Termination. Subject to the provisions of Section 6.8, the Employee shall be entitled to receive the amount specified upon the termination events designated below:

6.1 Death. If the Employee's employment under this Agreement is terminated by reason of the Employee's death, the Company shall pay to the person or persons designated by the Employee for that purpose in a notice filed with the Company, or, if no such person will have been so designated, to the Employee's estate, in a lump sum within 30 days following the Termination Date, the amount of:

(a) the Employee's accrued but unpaid then current Base Salary through the Termination Date, payable,

plus

(b) the unpaid Bonus Level Amount, if any, with respect to the last full year during which the Employee was employed by the Company determined as follows:

(i) If the Employee was employed for the entire previous year but the Termination Date occurred prior to the Board finally determining the Bonus Level Amount for the preceding year, then the Company's performance will be deemed to have been such that the Employee would have been awarded 100% of the Employee's Bonus Level Percentage for that year (the "Deemed Full Year Bonus Amount");

or

(ii) If the Employee was employed for the entire previous year and the Board had already finally determined the Bonus Level Amount for the preceding year by the Termination Date but the Company had not yet paid the Employee such Bonus Level Amount, then the Bonus Level Amount will be that Bonus Level Amount determined by the Board (the "Actual Full Year Bonus Amount");

plus

(iii) an amount representing a deemed bonus for the fiscal year in which the Termination Date occurs, which is equal to the Bonus Level Amount that would be received by the Employee if the Company's performance for the year is deemed to be at the level entitling the Employee to 100% of the Employee's Bonus Level Percentage and then multiplying the Bonus Level Amount resulting from applying 100% of the Employee's Bonus Level Percentage by a fraction, the numerator of which is the number of days from the first day of the fiscal year of the Company in which such termination occurs through and including the Termination Date and the denominator of which is 365 ("Deemed Pro Rata Bonus Amount");

plus

(c) any other amounts that may be reimbursable by the Company to the Employee as expressly provided under this Agreement.

Thereafter, the Company will have no further obligation to the Employee under this Agreement, other than for payment of any amounts accrued and vested under any employee benefit plans or programs of the Company and any payments or benefits required to be made or provided under applicable law.

Notwithstanding any other provision of this Agreement, on the Employee's death, all granted but unvested long-term incentive awards shall immediately vest and any related restrictions shall be waived; provided, however, that any unvested Appreciation Profits Interests (as defined in that certain Employee Incentive Plan Term Sheet, dated October 7, 2016) will only vest to the extent the applicable performance condition is satisfied (i) on the Termination Date, or (ii) within (x) six months following the Termination Date, if the Termination Date occurs prior to the first anniversary of the date the Reorganization (as defined below) became effective (the "Emergence Date"), or (y) 120 days following the Termination Date, if the Termination Date occurs after the first anniversary of the Emergence Date.

6.2 Disability. In the event of the Employee's termination by reason of Disability pursuant to Section 5.5, the Employee will continue to receive the Employee's Base Salary in effect immediately prior to the Termination Date and participate in applicable employee benefit plans or programs of the Company (on an equivalent basis to those employee benefit plans or programs provided under Section 6.4(a)(iv) below) through the Termination Date, subject to

offset dollar-for-dollar by the amount of any disability income payments provided to the Employee under any Company disability policy or program funded by the Company, and the Company shall pay the Employee the following amounts in a lump sum within 30 days following the Termination Date: the sum of (a) the Employee's accrued but unpaid then current Base Salary through the Termination Date, *plus* (b) either the (i) unpaid Actual Full Year Bonus Amount, if any, or (ii) the Deemed Full Year Bonus Amount, if applicable, *plus* (c) the Employee's Deemed Pro Rata Bonus Amount, *plus* (d) any other amounts that may be reimbursable by the Company to the Employee as expressly provided under this Agreement, and the Company thereafter will have no further obligation to the Employee under this Agreement, other than for payment of any amounts accrued and vested under any employee benefit plans or programs of the Company and any payments or benefits required to be made or provided under applicable law.

Notwithstanding any other provision of this Agreement, on the Employee's Termination on account of Disability, all granted but unvested long-term incentive awards shall immediately vest and any related restrictions shall be waived; provided, however, that any unvested Appreciation Profits Interests will only vest to the extent the applicable performance condition is satisfied (i) on the Termination Date, or (ii) within (x) six months following the Termination Date, if the Termination Date occurs prior to the first anniversary of the Emergence Date, or (y) 120 days following the Termination Date, if the Termination Date occurs after the first anniversary of the Emergence Date.

6.3 By the Company for Cause or the Employee Without Good Reason. If the Employee's employment is terminated by the Company for Cause, or if the Employee terminates the Employee's employment other than for Good Reason, the Employee will receive (a) the Employee's accrued but unpaid then current Base Salary through the Termination Date, payable in a lump sum within 30 days following the Termination Date, and (b) any other amounts that may be reimbursable by the Company to the Employee as expressly provided under this Agreement, payable in a lump sum within 30 days following the Termination Date, and the Company thereafter will have no further obligation to the Employee under this Agreement, other than for payment of any amounts accrued and vested under any employee benefit plans or programs of the Company, and any payments or benefits required to be made or provided under applicable law. Notwithstanding anything in this Agreement to the contrary, no bonus will be paid to the Employee for a termination of the Employee's employment under this Section 6.3.

6.4 By the Employee for Good Reason or the Company Without Cause.

(a) *Severance Benefits on Non-Change of Control Termination*. Subject to the provisions of Section 6.4(b) and Section 6.4(d), if prior to the date that precedes a Change of Control by at least six months, or more than two years after the occurrence of a Change of Control (as defined below), the Company terminates the Employee's employment without Cause, or the Employee terminates the Employee's employment for Good Reason, then the Employee will be entitled to the following benefits (the "Severance Benefits") payable in a lump sum within 30 days following the Termination Date:

(i) an amount equal to (A) the Employee's accrued but unpaid then current Base Salary through the Termination Date, plus (B) either (x) the unpaid Actual

Full Year Bonus Amount, if any, or (y) the Deemed Full Year Bonus Amount, if applicable, *plus* (C) the Employee's Deemed Pro Rata Bonus Amount, if any, *plus* (D) any other amounts that may be reimbursable by the Company to the Employee as expressly provided under this Agreement;

plus

(ii) with respect to any termination event described in this paragraph (a) of Section 6.4, a single lump sum equal to two times the sum of (A) the Employee's annual Base Salary at the highest rate in effect at any time during the 36-month period immediately preceding the Termination Date, *plus* (B) the Deemed Full Year Bonus Amount, payable within 30 days of the Termination Date.

(iii) In addition, the Company will pay the "Company's portion" (as set defined below) of the Employee's COBRA continuation coverage (the "COBRA Coverage") for the duration of the "maximum required period" as such period is set forth under COBRA and the applicable regulations. Following such period, the Company shall permit the Employee (including the Employee's spouse and dependents) to (A) continue to participate in the Company's group health plan if permitted under such plan, (B) convert the Company's group health plan to an individual policy, or (C) obtain other similar coverage, in each case, for up to an additional six months after the expiration of the "maximum required period" by the Employee paying one-hundred percent of the premiums for medical, dental and/or vision coverage on an after-tax basis ("Medical Benefits"). Notwithstanding the foregoing, the benefits described in this Section 6.4(a)(iii) may be discontinued by the Company prior to the end of the period provided in this subsection (iii) to the extent, but only to the extent, that the Employee receives substantially similar benefits from a subsequent employer.

(iv) Following the end of the COBRA "maximum required period" provided under the Company's group health plan (the "Benefit Measurement Date"), the Company shall, as a separate obligation, reimburse the Employee for any medical premium expenses incurred to purchase the Medical Benefits under the preceding Section 6.4(a)(iii), but only to the extent such expenses constitute the "Company's portion" of the premiums for continued Medical Benefits (which amount shall be referred to herein as the "Medical Reimbursement").

The "Company's portion" of COBRA Coverage and of premiums for any continuing Medical Benefits shall be the difference between one hundred percent of the COBRA Coverage or Medical Benefits premium, as the case may be, and the dollar amount of medical premium expenses paid for the same type or types of Company medical benefits by a similarly situated employee on the Termination Date.

The premiums available for Medical Reimbursement under Section 6.4(a)(iv) in any calendar year will not be increased or decreased to reflect the amount actually reimbursed in a prior or subsequent calendar year, and all Medical Reimbursements under this paragraph will be paid to the Employee within 30 days following the Company's receipt of a premium payment for Medical Benefits.

(v) All of the Employee's granted but unvested long-term incentive awards shall immediately vest and any related restrictions shall be waived; provided, however, that any unvested Appreciation Profits Interests will only vest to the extent the applicable performance condition is satisfied (i) on the Termination Date, or (ii) within (x) six months following the Termination Date, if the Termination Date occurs prior to the first anniversary of the Emergence Date, or (y) 120 days following the Termination Date, if the Termination Date occurs after the first anniversary of the Emergence Date.

(b) *Change of Control Benefits*. Subject to the provisions of Section 6.4(d), if a Change of Control has occurred and the Employee's employment was terminated by the Company without Cause, or by the Employee for Good Reason as defined in Section 5.3(d), during the period beginning six months prior to the Change of Control and ending two years following the Change of Control (an "Eligible Termination"), then in lieu of the Severance Benefits under Section 6.4(a), the Employee will be entitled to benefits (the "Change of Control Benefits") with respect to an Eligible Termination, as follows:

(i) Amounts identical to those set forth in Sections 6.4(a)(i) and 6.4(a)(ii), except that the amount described in Section 6.4(a)(ii) will be equal to two and a half times the sum of (A) the Employee's annual Base Salary at the highest rate in effect at any time during the 36-month period immediately preceding the Termination Date, *plus* (B) the highest Annual Bonus that the Employee was paid in the 36 months immediately preceding the Change of Control, payable in a single lump sum within 30 days following the Termination Date; provided, however, that if the Termination Date preceded the Change of Control, then the Change of Control Benefits will be payable within the later of 30 days following the Termination Date and 30 days following the Change of Control;

(ii) The Company will pay the COBRA Coverage described in Section 6.4(a)(iii) for a period of 18 months, and the term of the Medical Benefits following the Benefit Measurement Date, with respect to both the Employee's right to participate in a health insurance policy as set forth in Section 6.4(a)(iii) and the Company's Medical Reimbursement obligation as set forth in Section 6.4(a)(iv), shall be the same. Notwithstanding the foregoing, the benefits described in this Section 6.4(b)(ii) may be discontinued by the Company prior to the end of the period provided in this subsection (ii) to the extent, but only to the extent, that the Employee receives substantially similar benefits from a subsequent employer.

(iii) All of the Employee's granted but unvested long-term incentive awards shall immediately vest and any related restrictions shall be waived; provided, however, that any unvested Appreciation Profits Interests will only vest to the extent the applicable performance condition is satisfied (A) on the Termination Date, or (B) within (x) six months following the Termination Date, if the Termination Date occurs prior to the first anniversary of the Emergence Date, or (y) 120 days following the Termination Date, if the Termination Date occurs after the first anniversary of the Emergence Date.

The foregoing notwithstanding, if the Termination Date preceded the Change of Control, the amount of Severance Benefits to which the Employee will be entitled will be the difference between the Severance Benefits already paid to the Employee, if any, under Section 6.4(a) and the Severance Benefits to be paid under this Section 6.4(b).

(c) *Definition of Change of Control*. For purposes of this Agreement, a "Change of Control" will mean the first to occur of:

(i) any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (other than Linn Energy, any trustee or other fiduciary holding securities under any employee benefit plan of Linn Energy, or any company owned, directly or indirectly, by the stockholders of Linn Energy in substantially the same proportions as their ownership of common stock of Linn Energy), becoming the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of Linn Energy representing more than 50% of the combined voting power of Linn Energy's then outstanding securities;

(ii) during any period of 24 consecutive calendar months, individuals who were directors of Linn Energy on the first day of such period (the "Incumbent Directors") cease for any reason to constitute a majority of the Board; provided, however, that any individual becoming a director subsequent to the first day of such period whose election, or nomination for election, by Linn Energy's stockholders was approved by a vote of at least two-thirds of the Incumbent Directors will be considered as though such individual were an Incumbent Director, but excluding, for purposes of this proviso, any such individual whose initial assumption of office occurs as a result of an actual or threatened proxy contest with respect to election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a "person" (as used in Section 13(d) of the Exchange Act), in each case, other than the Board, which individual, for the avoidance of doubt, shall not be deemed to be an Incumbent Director for purposes of this Section 6.4(c)(ii)), regardless of whether such individual was approved by a vote of at least two-thirds of the Incumbent Directors;

(iii) consummation of a reorganization, merger, consolidation or other business combination (any of the foregoing, a "Business Combination") of Linn Energy or any direct or indirect subsidiary with any other corporation, in any case with respect to which Linn Energy voting securities outstanding immediately prior to such Business Combination do not, immediately following such Business Combination, continue to represent (either by remaining outstanding or being converted into voting securities of Linn Energy or any ultimate parent thereof) more than 50% of the then outstanding voting securities entitled to vote generally in the election of directors of Linn Energy (or its successor) or any ultimate parent thereof after the Business Combination; or

(iv) (A) a complete liquidation or dissolution of Linn Energy or (B) the consummation of a sale or disposition of all or substantially all of the assets of Linn Energy and its subsidiaries (on a consolidated basis) in one or a series of related transactions.

(v) For the avoidance of doubt, the restructuring of Linn Energy, LLC and certain of its affiliates under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (Case No. 16-60040) (the "Reorganization") will not constitute a "Change of Control."

(d) *Conditions to Receipt of Severance Benefits*.

(i) Release. As a condition to receiving any Severance Benefits or Change of Control Benefits to which the Employee may otherwise be entitled under Section 6.4(a) or Section 6.4(b), the Employee will execute a release (the "Release"), which will include an affirmation of the restrictive covenants set forth in Section 7 and a non-disparagement provision, in a form and substance satisfactory to the Company, of any claims, whether arising under federal, state or local statute, common law or otherwise, against the Company and its direct or indirect subsidiaries which arise or may have arisen on or before the date of the Release, other than any claims under this Agreement, any claim to vested benefits under an employee benefit plan, any claim arising after the execution of the Release or any rights to indemnification from the Company and its direct or indirect subsidiaries pursuant to any provisions of the Company's (or any of its subsidiaries') organizational documents or any directors and officers liability insurance policies maintained by the Company. The Company will provide the Release to the Employee for signature within ten days after the Termination Date. If the Company has provided the Release to the Employee for signature within ten days after the Termination Date and if the Employee fails or otherwise refuses to execute the Release within a reasonable time after the Company has provided the Release to the Employee, and, in all events no later than 60 days after the Termination Date and prior to the date on which such benefits are to be first paid to the Employee, the Employee will not be entitled to any Severance Benefits or Change of Control Benefits, as the case may be, or any other benefits provided under this Agreement and the Company will have no further obligations with respect to the provision of those benefits except as may be required by law. Such Release shall be void ab initio, if Company thereafter fails to fully and timely pay all compensation and benefits due to the Employee under this Agreement and fails to cure such failure within 60 days of receiving written notice from the Employee.

(ii) *Limitation on Benefits*. If, following a termination of employment that gives the Employee a right to the payment of Severance Benefits under Section 6.4(a) or Section 6.4(b), the Employee violates in any material respect any of the covenants in Section 7 or as otherwise set forth in the Release, the Employee will have no further right or claim to any payments or other benefits to which the Employee may otherwise be entitled under Section 6.4(a) or Section 6.4(b) from and after the date on which the Employee engages in such activities and the Company will have no further obligations with respect to such payments or benefits, and the covenants in Section 7 will nevertheless continue in full force and effect.

6.5 Severance Benefits Not Includable for Employee Benefits Purposes. Except to the extent the terms of any applicable benefit plan, policy or program provide otherwise, any benefit programs of the Company that take into account the Employee's income will exclude any and all Severance Benefits and Change of Control Benefits provided under this Agreement.

6.6 Exclusive Severance Benefits. The Severance Benefits payable under Section 6.4(a) or the Change of Control Benefits payable under Section 6.4(b), if they become applicable under the terms of this Agreement, will be in lieu of any other severance or similar benefits that would otherwise be payable under any other agreement, plan, program or policy of the Company.

6.7 Code Section 280G; Code Section 409A. Notwithstanding anything in this Agreement to the contrary:

(a) If any of the payments or benefits received or to be received by the Employee (including, without limitation, any payment or benefits received in connection with a Change of Control or the Employee's termination of employment, whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement, or otherwise) (all such payments collectively referred to herein as the ("280G Payments") constitute "parachute payments" within the meaning of Section 280G of the Code and would, but for this Section 6.7(a), be subject to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), then prior to making the 280G Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Employee of the 280G Payments after payment of the Excise Tax to (ii) the Net Benefit to the Employee if the 280G Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the 280G Payments be reduced to the minimum extent necessary to ensure that no portion of the 280G Payments is subject to the Excise Tax. **"**Net Benefit**" s**hall mean the present value of the 280G Payments net of all federal, state, local, foreign income, employment, and excise taxes. Any reduction made pursuant to this Section 6.7(a) shall be made in a manner determined by the Company that is consistent with the requirements of Section 409A of the Code and that maximizes the Employee's economic position and after-tax income; for the avoidance of doubt, the Employee shall not have any discretion in determining the manner in which the payments and benefits are reduced.

(b) In the event that any benefits payable or otherwise provided under this Agreement would be deemed to constitute non-qualified deferred compensation subject to Section 409A of the Code, Linn Energy or the Company, as the case may be, will have the discretion to adjust the terms of such payment or benefit (but not the amount or value thereof) as reasonably necessary to comply with the requirements of Section 409A of the Code to avoid the imposition of any excise tax or other penalty with respect to such payment or benefit under Section 409A of the Code.

6.8 Timing of Payments by the Company. Notwithstanding anything in this Agreement to the contrary, in the event that the Employee is a "specified employee" (as determined under Section 409A of the Code) at the time of the separation from service triggering the payment or provision of benefits, any payment or benefit under this Agreement which is determined to provide for a deferral of compensation pursuant to Section 409A of the Code shall not commence being paid or made available to the Employee until after six months from the Termination Date that constitutes a separation from service within the meaning of Section 409A of the Code.

7. Restrictive Covenants.

7.1 Confidential Information. The Employee hereby acknowledges that in connection with the Employee's employment by the Company the Employee will be exposed to and may obtain certain Confidential Information (as defined below) (including, without limitation, procedures, memoranda, notes, records and customer and supplier lists whether such information has been or is made, developed or compiled by the Employee or otherwise has been or is made available to the Employee) regarding the business and operations of the Company and its subsidiaries or affiliates. The Employee further acknowledges that such Confidential Information is unique, valuable, considered trade secrets and deemed proprietary by the Company. For purposes of this Agreement, "Confidential Information" includes, without limitation, any information heretofore or hereafter acquired, developed or used by any of the Company, Linn Energy or their direct or indirect subsidiaries relating to Business Opportunities or Intellectual Property or other geological, geophysical, economic, financial or management aspects of the business, operations, properties or prospects of the Company, Linn Energy or their direct or indirect subsidiaries, whether oral or in written form. The Employee agrees that all Confidential Information is and will remain the property of the Company, Linn Energy or their direct or indirect subsidiaries, as the case may be. The Employee further agrees, except for disclosures occurring in the good faith performance of the Employee's duties for the Company, Linn Energy or their direct or indirect subsidiaries, during the Employment Term, the Employee will hold in the strictest confidence all Confidential Information, and will not, both during the Employment Term and for a period of five years after the Termination Date, directly or indirectly, duplicate, sell, use, lease, commercialize, disclose or otherwise divulge to any person or entity any portion of the Confidential Information or use any Confidential Information, directly or indirectly, for the Employee's own benefit or profit or allow any person, entity or third party, other than the Company, Linn Energy or their direct or indirect subsidiaries and authorized executives of the same, to use or otherwise gain access to any Confidential Information. The Employee will have no obligation under this Agreement with respect to any information that becomes generally available to the public other than as a result of a disclosure by the Employee or the Employee's agent or other representative or becomes available to the Employee on a non-confidential basis from a source other than the Company, Linn Energy or their direct or indirect subsidiaries. Further, the Employee will have no obligation under this Agreement to keep confidential any of the Confidential Information to the extent that a disclosure of it is required by law or is consented to by the Company or Linn Energy; provided, however, that if and when such a disclosure is required by law, the Employee promptly will provide the Company with notice of such requirement, so that the Company may seek an appropriate protective order.

(a) SEC Provisions. The Employee understands that nothing contained in this Agreement limits the Employee's ability to file a charge or complaint with the Securities and Exchange Commission ("SEC"). The Employee further understands that this Agreement does not limit the Employee's ability to communicate with the SEC or otherwise participate in any investigation or proceeding that may be conducted by the SEC, including providing documents or other information, without notice to the Company. This Agreement does not limit the Employee's right to receive an award for information provided to the SEC. This Section 7.1(a) applies only for the period of time that the Company is subject to the Dodd-Frank Act.

(b) Trade Secrets. The parties specifically acknowledge that 18 U.S.C. § 1833(b) provides: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). Accordingly, notwithstanding anything to the contrary in the foregoing, the parties to this Agreement have the right to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law

7.2 Return of Property. The Employee agrees to deliver promptly to the Company, upon termination of the Employee's employment hereunder, or at any other time when the Company so requests, all documents relating to the business of the Company, Linn Energy or their direct or indirect subsidiaries, including without limitation: all geological and geophysical reports and related data such as maps, charts, logs, seismographs, seismic records and other reports and related data, calculations, summaries, memoranda and opinions relating to the foregoing, production records, electric logs, core data, pressure data, lease files, well files and records, land files, abstracts, title opinions, title or curative matters, contract files, notes, records, drawings, manuals, correspondence, financial and accounting information, customer lists, statistical data and compilations, patents, copyrights, trademarks, trade names, inventions, formulae, methods, processes, agreements, contracts, manuals or any documents relating to the business of the Company, Linn Energy or their direct or indirect subsidiaries and all copies thereof and therefrom; provided, however, that the Employee will be permitted to retain copies of any documents or materials of a personal nature or otherwise related to the Employee's rights under this Agreement, copies of this Agreement and any attendant or ancillary documents specifically including any documents referenced in this Agreement and copies of any documents related to the Employee's long-term incentive awards and other compensation.

7.3 Non-Compete Obligations During Employment Term. The Employee agrees that during the Employment Term:

(a) the Employee will not, other than through the Company, engage or participate in any manner, whether directly or indirectly through any family member or as an employee, employer, consultant, agent, principal, partner, more than 1% shareholder, officer, director, licensor, lender, lessor or in any other individual or representative capacity, in any business or activity which is engaged in leasing, acquiring, exploring, producing, gathering or marketing hydrocarbons and related products; provided that the foregoing shall not be deemed to restrain the participation by the Employee's spouse in any capacity set forth above in any business or activity engaged in any such activity and provided further that Linn Energy or the Company may, in good faith, take such reasonable action with respect to the Employee's performance of the Employee's duties, responsibilities and authorities as set forth in Sections 1.1 and 1.2 of this Agreement as it deems necessary and appropriate to protect its legitimate business interests with respect to any actual or apparent conflict of interest reasonably arising from or out of the participation by the Employee's spouse in any such competitive business or activity; and

(b) all investments made by the Employee (whether in the Employee's own name or in the name of any family members or other nominees or made by the Employee's controlled affiliates), which relate to the leasing, acquisition, exploration, production, gathering or marketing of hydrocarbons and related products will be made solely through the Company; and the Employee will not (directly or indirectly through any family members or other persons), and will not permit any of the Employee's controlled affiliates to: (i) invest or otherwise participate alongside the Company or its direct or indirect subsidiaries in any Business Opportunities, or (ii) invest or otherwise participate in any business or activity relating to a Business Opportunity, regardless of whether any of the Company or its direct or indirect subsidiaries ultimately participates in such business or activity, in either case, except through the Company. Notwithstanding the foregoing, nothing in this Section 7.3 shall be deemed to prohibit the Employee or any family member from owning, or otherwise having an interest in, less than 1% of any publicly owned entity or 3% or less of any private equity fund or similar investment fund that invests in any business or activity engaged in any of the activities set forth above, provided that the Employee has no active role with respect to any investment by such fund in any entity.

7.4 Non-Solicitation.

(a) *Non-Solicitation Other than Following a Change of Control Termination*. During the Employment Term and for a period of one year after the Termination Date, the Employee will not, whether for the Employee's own account or for the account of any other Person (other than the Company or its direct or indirect subsidiaries), (i) intentionally solicit, endeavor to entice away from the Company or its direct or indirect subsidiaries, or otherwise interfere with the relationship of the Company or its direct or indirect subsidiaries with, any person who is employed by the Company or its direct or indirect subsidiaries (including any independent sales representatives or organizations), or (ii) using Confidential Information, solicit, endeavor to entice away from the Company or its direct or indirect subsidiaries, or otherwise interfere with the relationship of the Company or its direct or indirect subsidiaries with, any client or customer of the Company or its direct or indirect subsidiaries.

(b) *Not Applicable Following Change of Control Termination*. The Employee will not be subject to the covenants contained in Section 7.4(a) and such covenants will not be enforceable against the Employee from and after the date of an Eligible Termination if such Eligible Termination occurs within six months before or two years following a Change of Control.

7.5 Assignment of Developments. The Employee assigns and agrees to assign without further compensation to the Company and its successors, assigns or designees, all of the Employee's right, title and interest in and to all Business Opportunities and Intellectual Property (as those terms are defined below), and further acknowledges and agrees that all Business Opportunities and Intellectual Property constitute the exclusive property of the Company.

For purposes of this Agreement, "Business Opportunities" means all business ideas, prospects, proposals or other opportunities pertaining to the lease, acquisition, exploration, production, gathering or marketing of hydrocarbons and related products and the exploration potential of geographical areas on which hydrocarbon exploration prospects are located, which

are developed by the Employee during the Employment Term, or originated by any third party and brought to the attention of the Employee during the Employment Term, together with information relating thereto (including, without limitation, geological and seismic data and interpretations thereof, whether in the form of maps, charts, logs, seismographs, calculations, summaries, memoranda, opinions or other written or charted means).

For purposes of this Agreement, "Intellectual Property" shall mean all ideas, inventions, discoveries, processes, designs, methods, substances, articles, computer programs and improvements (including, without limitation, enhancements to, or further interpretation or processing of, information that was in the possession of the Employee prior to the date of this Agreement), whether or not patentable or copyrightable, which do not fall within the definition of Business Opportunities, which the Employee discovers, conceives, invents, creates or develops, alone or with others, during the Employment Term, if such discovery, conception, invention, creation or development (a) occurs in the course of the Employee's employment with the Company, or (b) occurs with the use of any of the time, materials or facilities of the Company or its direct or indirect subsidiaries, or (c) in the good faith judgment of the Board, relates or pertains in any material way to the purposes, activities or affairs of the Company or its direct or indirect subsidiaries.

7.6 Injunctive Relief. The Employee acknowledges that a breach of any of the covenants contained in this Section 7 may result in material, irreparable injury to the Company for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat of breach, the Company will be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction restraining the Employee from engaging in activities prohibited by this Section 7 or such other relief as may be required to specifically enforce any of the covenants in this Section 7.

7.7 Adjustment of Covenants. The parties consider the covenants and restrictions contained in this Section 7 to be reasonable. However, if and when any such covenant or restriction is found to be void or unenforceable and would have been valid had some part of it been deleted or had its scope of application been modified, such covenant or restriction will be deemed to have been applied with such modification as would be necessary and consistent with the intent of the parties to have made it valid, enforceable and effective.

7.8 Forfeiture Provision.

(a) *Detrimental Activities*. If the Employee engages in any activity that violates any covenant or restriction contained in this Section 7, in addition to any other remedy the Company may have at law or in equity, (i) the Employee will be entitled to no further payments or benefits from the Company under this Agreement or otherwise, except for any payments or benefits required to be made or provided under applicable law, (ii) all unexercised Unit options, restricted Units and other forms of equity compensation held by or credited to the Employee will terminate effective as of the date on which the Employee engages in that activity, unless terminated sooner by operation of another term or condition of this Agreement or other applicable plans and agreements, and (iii) any exercise, payment or delivery pursuant to any equity compensation award that occurred within one year prior to the date on which the Employee engages in that activity may be rescinded within one year after the first date that a

majority of the members of the Board first became aware that the Employee engaged in that activity. In the event of any such rescission, the Employee will pay to the Company the amount of any gain realized or payment received as a result of the rescinded exercise, payment or delivery, in such manner and on such terms and conditions as may be required.

(b) *Right of Setoff.* The Employee consents to a deduction from any amounts the Company owes the Employee from time to time (including amounts owed as wages or other compensation, fringe benefits, or vacation pay, as well as any other amounts owed to the Employee by the Company), to the extent of the amounts the Employee owes the Company under Section 7.8(a) (above). Whether or not the Company elects to make any setoff in whole or in part, if the Company does not recover by means of setoff the full amount the Employee owes, calculated as set forth above, the Employee agrees to pay immediately the unpaid balance to the Company. In the discretion of the Board, reasonable interest may be assessed on the amounts owed, calculated from the later of (i) the date the Employee engages in the prohibited activity and (ii) the applicable date of exercise, payment or delivery.

(c) In the event that Company fails to timely and fully pay to the Employee all Severance Benefits or Change of Control Benefits due under this Agreement, and fails to cure such failure within 60 days of receiving written notice from the Employee, then the Company shall forfeit all right to enforce this Section 7.

8. Miscellaneous.

8.1 Assignment; Successors; Binding Agreement. This Agreement may not be assigned by either party, whether by operation of law or otherwise, without the prior written consent of the other party, except that any right, title or interest of the Company arising out of this Agreement may be assigned to any corporation or entity controlling, controlled by, or under common control with the Company, or succeeding to the business and substantially all of the assets of the Company or any affiliates for which the Employee performs substantial services. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective heirs, legatees, devisees, personal representatives, successors and assigns. The Company shall obtain from any successor or other person or entity acquiring a majority of the Company's assets or Units a written agreement to perform all terms of this Agreement.

8.2 Modification and Waiver. Except as otherwise provided below, no provision of this Agreement may be modified, waived, or discharged unless such waiver, modification or discharge is duly approved by the Board and is agreed to in writing by the Employee and such officer(s) as may be specifically authorized by the Board to effect it. No waiver by any party of any breach by any other party of, or of compliance with, any term or condition of this Agreement to be performed by any other party, at any time, will constitute a waiver of similar or dissimilar terms or conditions at that time or at any prior or subsequent time.

8.3 Entire Agreement. This Agreement, together with any attendant or ancillary documents, specifically including, but not limited to (a) all documents referenced in this Agreement and (b) the written policies and procedures of the Company, embodies the entire understanding of the parties hereto, and, upon the Effective Date, will supersede all other oral or written agreements or understandings between them regarding the subject matter hereof, including the Prior

Agreement; provided, however, that if there is a conflict between any of the terms in this Agreement and the terms in any award agreement between the Company and the Employee pursuant to any long-term incentive plan, the terms of this Agreement shall govern. No agreement or representation, oral or otherwise, express or implied, with respect to the subject matter of this Agreement, has been made by either party which is not set forth expressly in this Agreement or the other documents referenced in this Section 8.3.

8.4 Governing Law. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of Texas other than the conflict of laws provision thereof.

8.5 Consent to Jurisdiction; Service of Process; Waiver of Jury Trial.

(a) *Disputes*. In the event of any dispute, controversy or claim between the Company and the Employee arising out of or relating to the interpretation, application or enforcement of the provisions of this Agreement, the Company and the Employee agree and consent to the personal jurisdiction of the state and local courts of Harris County, Texas and/or the United States District Court for the Southern District of Texas, Houston Division for resolution of the dispute, controversy or claim, and that those courts, and only those courts, shall have any jurisdiction to determine any dispute, controversy or claim related to, arising under or in connection with this Agreement. The Company and the Employee also agree that those courts are convenient forums for the parties to any such dispute, controversy or claim and for any potential witnesses and that process issued out of any such court or in accordance with the rules of practice of that court may be served by mail or other forms of substituted service to the Company at the address of its principal executive offices and to the Employee at the Employee's last known address as reflected in the Company's records.

(b) *Waiver of Right to Jury Trial*.

THE COMPANY AND THE EMPLOYEE HEREBY VOLUNTARILY, KNOWINGLY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY TO ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AS WELL AS TO ALL CLAIMS ARISING OUT OF THE EMPLOYEE'S EMPLOYMENT WITH THE COMPANY OR TERMINATION THEREFROM INCLUDING, BUT NOT LIMITED TO:

(i) Any and all claims and causes of action arising under contract, tort or other common law including, without limitation, breach of contract, fraud, estoppel, misrepresentation, express or implied duties of good faith and fair dealing, wrongful discharge, discrimination, retaliation, harassment, negligence, gross negligence, false imprisonment, assault and battery, conspiracy, intentional or negligent infliction of emotional distress, slander, libel, defamation and invasion of privacy.

(ii) Any and all claims and causes of action arising under any federal, state or local law, regulation or ordinance, including, without limitation, claims arising under Title VII of the Civil Rights Act of 1964, the Pregnancy Discrimination Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act and all corresponding state laws.

(iii) Any and all claims and causes of action for wages, employee benefits, vacation pay, severance pay, pension or profit sharing benefits, health or welfare benefits, bonus compensation, commissions, deferred compensation or other remuneration, employment benefits or compensation, past or future loss of pay or benefits or expenses.

8.6 Withholding of Taxes. The Company will withhold from any amounts payable under the Agreement all federal, state, local or other taxes as legally will be required to be withheld.

8.7 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the other parties).

To the Company:

LINN OPERATING, LLC
Attn: General Counsel
JPMorgan Chase Tower
600 Travis, Suite 1400
Houston, TX 77002
Facsimile: (832) 426-5956

To the Employee:

At the address reflected in the Company's written records.

Addresses may be changed by written notice sent to the other party at the last recorded address of that party.

8.8 Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

8.10 Headings. The headings used in this Agreement are for convenience only, do not constitute a part of the Agreement, and will not be deemed to limit, characterize, or affect in any way the provisions of the Agreement, and all provisions of the Agreement will be construed as if no headings had been used in the Agreement.

8.11 Construction. As used in this Agreement, unless the context otherwise requires: (a) the terms defined herein will have the meanings set forth herein for all purposes; (b) references to "Section" are to a section hereof; (c) "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; (d) "writing," "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; (e) "hereof," "herein," "hereunder" and comparable terms refer to the entirety of this Agreement and not to any particular section or other subdivision hereof or attachment hereto; (f) references to any gender include references to all genders; and (g) references to any agreement or other instrument or statute or regulation are referred to as amended or supplemented from time to time (and, in the case of a statute or regulation, to any successor provision).

8.12 Capacity; No Conflicts. The Employee represents and warrants to the Company that: (a) the Employee has full power, authority and capacity to execute and deliver this Agreement, and to perform the Employee's obligations hereunder, (b) such execution, delivery and performance will not (and with the giving of notice or lapse of time, or both, would not) result in the breach of any agreement or other obligation to which the Employee is a party or is otherwise bound, and (c) this Agreement is the Employee's valid and binding obligation, enforceable in accordance with its terms. The Employee warrants and represents that the Employee has actual authority to enter into this Agreement as the authorized act of the indicated entities.

[Signature page follows]

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

LINN OPERATING, LLC

By: /s/ Candice J. Wells
Name: Candice J. Wells
Title: Senior Vice President, General Counsel and Corporate Secretary

EMPLOYEE

/s/ David B. Rottino
David B. Rottino

For the limited purposes set forth herein:

LINN ENERGY, INC.

By: /s/ Candice J. Wells
Name: Candice J. Wells
Title: Senior Vice President, General Counsel and Corporate Secretary

Exhibit 10.23

600 TRAVIS, SUITE 1400
HOUSTON, TX 77002
PHONE: (281) 840-4000
FAX: (281) 840-4001

April 19, 2018

David B. Rottino

RE: Change in Control Waiver: Conversion and Related Indemnity: Existing and Go-Forward Equity Arrangements

Dear David:

This letter (this "Agreement") will confirm our agreement relating to the terms of your equity awards issued in connection with your employment with Linn Energy, Inc. ("Linn Energy") and its affiliates and successors (collectively, with Linn Energy, the "Linn Group") and certain related issues with respect to the contemplated Spinoff (which, for purposes hereof, means any distribution by Linn Energy (or any successor or entity that, after the date of this Agreement, becomes the owner of 100% of Linn Energy) to its stockholders of the equity securities of an entity that conducts, or holds an interest in the entity that conducts, any of the three businesses described under "*Strategic Plan to Separate into Three Companies*" in Item 1 of Linn Energy's Form 10-K filed for the year ended December 31, 2017).

1. **No Change in Control**. You hereby agree that no "change in control" or "change of control" or other similar term has occurred through the date of this Agreement for purposes of (i) that certain Third Amended and Restated Employment Agreement, by and among you, Linn Energy and Linn Operating, LLC, dated as of February 28, 2017 (the "Employment Agreement"), (ii) the Linn Energy Holdco LLC Incentive Interest Plan, (iii) the Linn Energy, Inc. 2017 Omnibus Incentive Plan (the "Omnibus Plan"), (iv) any of your equity award agreements, or (v) any other agreement governing the terms of any equity awards or units held by you (collectively, the "Governing Documents"), and you agree that the Spinoff and any related transactions will not constitute a "change in control" or "change of control" or other similar term under the terms of any of the Governing Documents, including, without limitation, for purposes of Section 4.1(c) of the Omnibus Plan. For the avoidance of doubt, regardless of whether or not the Spinoff occurs, you hereby waive any and all rights you may have under Section 4.1(c) of the Omnibus Plan.

2. **Conversion; Indemnity**. You hereby agree that, within 5 business days of the date hereof, you will convert all of your Class A-2 Units of Linn ManagementCo or Linn Energy Holdco LLC you may then own (whether vested or unvested) into shares of Linn Energy common stock in accordance with the "Conversion Procedures" set forth in the Amended and Restated Limited Liability Company Operating Agreement of Linn Energy Holdco LLC, dated as of June 19, 2017 (the "Conversion").

LINN Energy

600 TRAVIS, SUITE 1400
HOUSTON, TX 77002
PHONE: (281) 840-4000
FAX: (281) 840-4001

If, subsequent to the Conversion, you receive notice from the Internal Revenue Service or any other taxing authority asserting that, as a result of the Conversion, an amount is required to be included in your income for the taxable year of the date of grant of the Class B Units or Class A-2 Units, and such amount is attributable to the grant of the Class B Units or Class A-2 Units (the "IRS Notice"), you shall (i) give written notice to Linn Energy (or its successor) within thirty (30) days following receipt of such IRS Notice and (ii) permit Linn Energy (or its successor), at Linn Energy's (or its successor's) expense, to engage counsel to contest and control that aspect of any resulting audit or proceedings to resolve the issue. If, upon final adjudication and assessment of the matters described in the IRS Notice, you are required to pay any taxes with respect to the taxable year of the date of grant of the Class B Units or Class A-2 Units as a result of the Conversion and such taxes are attributable to the grant of the Class B Units or Class A-2 Units, Linn Energy (or its successor) shall pay to you a cash lump sum amount equal to the excess, if any, of (A) any federal, state and local income taxes and any employment taxes payable by you thereon, and any interest or penalties payable by you thereon, over (B) the excess of (I) the amount of any federal, state or local taxes you would have owed in the taxable year in which the Conversion occurs had no taxes been paid as a result of the matter described in this paragraph 2 over (II) the amount of taxes actually owed by you for the taxable year in which the Conversion occurs, and Linn Energy (or its successor) shall fully gross you up for any taxes which result from Linn Energy's (or its successor's) payment to you under this paragraph 2.

3. **Existing and Go-Forward Equity Arrangements**. Following the date hereof, you and the Board of Directors of Linn Energy (the "Board") will work together, in good faith, to effectuate the terms and conditions of that certain term sheet, titled "RIVIERA ENERGY LLC MANAGEMENT INCENTIVE PLAN AND PERFORMANCE SHARE UNIT AWARDS SUMMARY OF MATERIAL TERMS" (the "Riviera Term Sheet"), including with respect to the treatment of your existing, outstanding Linn Energy equity awards. Without limiting the foregoing, you shall be eligible to participate in (i) a liquidity program with respect to your vested shares of Linn Energy, which will be established after the date hereof on terms consistent with the liquidity program established by the Board for the other executive officers of Linn Energy, and (ii) a new liquidity program with respect to the fully vested shares of Roan that you will receive in connection with the Spinoff, the terms of which you and the Board of Directors of Linn Energy will negotiate in good faith.

4. **Miscellaneous**. Except as modified herein, the Employment Agreement will remain in full force and effect in accordance with its terms, as will any other agreement in effect between you and any member of the Linn Group, including, without limitation, the Riviera Term Sheet.

[*Remainder of page intentionally left blank*]

If the terms of this Agreement are acceptable to you, please sign, date and return it to me by April , 2018. At the time that you sign it, this Agreement shall take effect as a legally binding agreement between you and the Linn Group on the basis set forth above.

Sincerely,

Linn Energy, Inc.

By: /s/ Mark E. Ellis
Name: Mark E. Ellis
Title: President & CEO

Accepted and Agreed:

David B. Rottino

Signature: /s/ David B. Rottino

Date April 23, 2018

Exhibit 10.24

LINN Energy
600 Travis Street, Suite 1400
Houston, Texas 77002
Phone: (281) 840-4000
Fax: (281) 840-4001

March 19, 2018

Dan Furbee
1400 McKinney Street, Apt. 1409
Houston, TX 77010

Dear Dan:

As you know, we are actively working to finalize a spin-off (the "Transaction") of certain assets from Linn Energy, Inc. ("Linn") to create a stand-alone company, Riviera LLC (the "Company"). During the period from your Start Date to the completion of the Transaction ("Closing"), you will be employed by Linn. Following Closing, you will be employed by the Company and Linn will be released from any obligation hereunder.

The following describes your role and employment details will be as follows:

Title: Until Closing, Vice President, Asset and Business Development, reporting to Linn's Chief Financial Officer. Following Closing, Senior Vice President and Chief Operating Officer, reporting to the Company's Chief Executive Officer.

Start Date: March 26, 2018.

Location: Houston, Texas.

Annual Base Salary: $325,000 You will be paid in accordance with, as applicable, Linn's or the Company's regular payroll process.

Bonus: You will be eligible to participate in the bonus plan for senior executives.

- Annual Target Bonus of 60% of your base compensation.
- Bonus awards as earned will be paid no later than March 15 of the year following the calendar year period.
- Your earned bonus award will vary based upon the achievement of designated criteria annually which may include, but not be limited to, business unit performance, individual performance and your individual leadership.

Restricted Unit Grant: Subject to approval by the Company's Board of Managers, you will receive a grant of Restricted Units pursuant to a program (the "Plan") that will be established post-Closing. Your award will be in the same form as senior executives generally and will include a waiver of any rights to participate in the historic equity incentive plan of Linn. Attached as Attachment 1 is a Term Sheet generally describing the Plan and the Restricted Units. If you do not receive a grant of Restricted Units by the first anniversary of your Start Date, the Company will pay you a lump sum cash payment of $1 million if either you are then employed by the Company or the Company terminates your employment for a reason other than "Cause" (as defined in the Plan for senior executives) before you receive the grant of Restricted Units and you execute and do not revoke a customary release of claims in a form satisfactory to the Company. Linn will be responsible for this payment if the Closing does not occur before the date it becomes due.

Benefits: You will be entitled to participate in the health, welfare and retirement programs of Linn and the Company in accordance with their terms and conditions. More information will be shared with you about our benefits plans.

This letter is not an employment contract and nothing included in it is intended to offer or imply employment for a fixed period of time. Your employment with, as applicable, Linn and the Company is at-will. As a result, either party can terminate the employment relationship at any time with or without cause and with or without notice.

Dan, we are excited to have you as part of the team to help us capture the significant opportunities that exist for Company and look forward to delivering outstanding results. To accept this offer, please sign, date and return this letter to me at your earliest convenience.

Sincerely,

/s/ David Rottino
David Rottino
Chief Financial Officer
Linn Energy, Inc.

Acknowledged and accepted:

/s/ Daniel Furbee	3/19/2018
Daniel Furbee	Date

Enclosures:
Restricted Unit Term Sheet

Conditions Precedent to Offer:

This offer is contingent upon successfully satisfying the following conditions:

- Immigration Compliance: Proof of authorization to work in the United States.

Attachment 1

RIVIERA ENERGY LLC
MANAGEMENT INCENTIVE PLAN AND
PERFORMANCE SHARE UNIT AWARDS
SUMMARY OF MATERIAL TERMS

Riviera MIP – General	• Effective Date. Effective date of spin-off (the "Transaction") creating Riviera. • Equity Reserve. $32.5 million worth of equity, representing an estimated __% of the equity of Riviera outstanding immediately after the Transaction. Forfeited awards and awards that are otherwise not actually issued (e.g., units withheld to pay taxes and/or exercise price) would be returned to the equity reserve and be available for future awards. • Form of MIP. Omnibus plan that permits the Compensation Committee of the Riviera Board of Directors (the "Board") to grant a variety of different forms of equity awards. • Defined Terms. For the executive management team (anticipated to be composed of 5 individuals), definition of "cause," "change in control," and "good reason" (non-CIC version) to be consistent with DR's employment agreement and other customary terms and conditions that have been negotiated. • Appraisal Right. If any participant on the executive management team disagrees in good faith with any valuation determination by the Board under the MIP of illiquid assets (including the valuation of Blue Mountain Midstream if it is not sold or disposed of and is not public or any illiquid consideration received in connection with a "change in control" or a sale of Blue Mountain Midstream), such participant may request within 60 days following the Company providing such participant with the Board's valuation determination that such valuation be done by an independent-third party mutually agreed to by the Company and the participant (the "Appraisal"). If the value determined by the Appraisal is more than 10% greater than the Board's determination, the Company shall pay the cost of the Appraisal; otherwise the participant will pay such cost up to $400,000. • Other. The MIP would contain standard provisions regarding adjustments to outstanding awards and the equity reserve in the event specified corporate transactions in order to prevent dilution of rights, which will include transactions with then existing stockholders that disproportionately and significantly dilute the existing intrinsic value of awards.

Transaction Awards	• General. In connection with consummation of the Transaction, Riviera will make awards to key executives of Riviera and its subsidiaries (the "Initial Awards"). • Form. Each Initial Award will be in the form of restricted stock units ("RSUs"), with 33.33% of the Initial Award consisting of time-vested RSUs (the "TSUs") and 66.67% of the Initial Award consisting of performance- vested RSUs (the "PSUs"). • Dividend Equivalent Rights. All RSUs subject to an Initial Award shall include dividend equivalent rights, with dividends being accumulated and paid when the applicable RSU vests.

TSUs	• Normal Vesting. TSUs will vest in equal ratable installments on each of three "Vesting Dates" if the participant is then employed by Riviera or its subsidiaries. Vesting Dates to be (i) July 1, 2019, 2020 and 2021 if consummation of the Transaction occurs before September 1, 2018 or (ii) the first three anniversaries of consummation of the Transaction if such consummation occurs after August 31, 2018.
	
	• Accelerated Vesting.
	  • **Change in Control**: TSUs will fully vest upon a "change in control" if the participant is then employed by Riviera or its subsidiaries (including if the participant experiences a Good Leaver Termination (defined below) within the three months prior to a "change in control").
	  • **Sale of Subsidiary**: TSUs will fully vest upon a participant's termination of employment with Riviera and its subsidiaries in connection with a sale of a subsidiary, significant asset or line of business, which means for this purpose an employee whose employment transfers to the buyer and an employee terminated by Riviera if the Board determines in good faith that such termination was as a result of such sale.
	  • **Good Leaver Termination**: In the event of a participant's termination due to death, disability, termination without "cause" or termination for "good reason" (a "Good Leaver Termination"), subject to executing and not revoking a customary release of claims, (i) except as provided in clause (ii), a pro rata portion of the participant's then current tranche of TSUs will vest or (ii) for the executive management team, the participant's TSUs will (x) vest as if the participant's employment or service had continued through the next vesting date and (y) fully vest in the event of termination due to death or disability.
	
	• Distributions. Vested TSUs will be distributed on the first to occur of: (i) a "change in control," (ii) the participant's termination for any reason or (iii) the third Vesting Date.

PSUs	• Normal Vesting. PSUs will cliff vest as follows as of the earlier to occur of (x) third Vesting Date or (y) a "change in control" (as applicable the "Wind Up Date"):
	  • **Threshold**: If the Total Proceeds are less than 1x the Initial Value, 0% of the PSUs will vest.
	  • **50% Vesting**: If the Total Proceeds are equal to at least 1.17x the Initial Value, 50% of the PSUs will vest.
	  • **100% Vesting**: If the Total Proceeds are equal to at least 1.37x the Initial Value, 100% of the PSUs will vest.
	  • **150% Vesting**: If the Total Proceeds are equal to at least 1.67x the Initial Value, 150% of the PSUs will vest.
	  • **200% Vesting**: If the Total Proceeds are equal to or greater than 2x the Initial Value, 200% of the PSUs will vest.
	  • Vesting will be determined using linear interpolation for performance between two thresholds.
	  • Any PSUs that do not performance vest on the Wind Up Date will be forfeited.
	• Accelerated Vesting.
	  • **Sale of Subsidiary**: A participant whose employment with Riviera and its subsidiaries terminates in connection with a sale of a subsidiary, significant asset or line of business (as determined above) that occurs after consummation of the Transaction, which means for this purpose an employee whose employment transfers to the buyer and an employee terminated by Riviera if the Board determines in good faith that such termination was as a result of such sale, will vest in the number of the PSUs that otherwise would have vested on the Wind Up Date.
	  • **Good Leaver Termination**: Subject to treatment pursuant to the preceding bullet, in the event of a participant's Good Leaver Termination, subject to executing and not revoking a customary release of claims, (i) except as provided in clause (ii), a pro rata portion of the participant's PSUs (determined based on the portion of the three year performance period that has elapsed as of such termination) will vest based on actual performance through the Wind Up Date and (ii) for the executive management team, (x) a portion of the participant's PSUs equal to the percentage of the PSUs that would have been vested as of the next Vesting Date had such PSUs been TSUs multiplied by the participant's number of PSUs will vest based on actual performance through the Wind Up Date and (y) in the event of a participant's termination due to death or disability, the participant's PSUs will vest based on actual performance through the Wind Up Date. For the sake of clarity, such portion will be considered the participant's target number of PSUs for purposes of determining the percentage of PSUs the participant earns.

	• Certain Definitions. • **Total Proceeds**: "Total Proceeds" means, without duplication, (i) the Equity Value of Riviera on the Wind Up Date, (ii) the aggregate amount distributed (but excluding distributions of Riviera equity) to Riviera equity holders before the Wind Up Date, and (iii) if Blue Mountain Midstream is included in the Initial Value, the Equity Value of Blue Mountain. • **Equity Value of Riviera**: The "Equity Value of Riviera" means, as applicable, the equity value of Riviera (i) if the Wind Up Date is the third Vesting Date, as determined using a 30-day VWAP for Riviera's (or its successor's) common stock, and (ii) if the Wind Up Date is a "change in control," as determined by the Board in good faith based upon the price paid in connection with a "change in control" (including, for purposes of clarity, the fair market value of any non-cash consideration received in connection therewith, as determined by the Board in good faith). • **Equity Value of Blue Mountain**: The "Equity Value of Blue Mountain" means, as applicable, (i) if Blue Mountain Midstream is publicly traded on the Wind Up Date, the equity value of Blue Mountain Midstream as determined using a 30-day VWAP for Blue Mountain Midstream's (or its successor's) common stock, (ii) if Blue Mountain Midstream is sold or disposed of (other than a spin-off or joint venture involving Blue Mountain Midstream) prior to January 1, 2019, $0, (iii) if Blue Mountain Midstream is sold or disposed of (other than a spin-off or joint venture involving Blue Mountain Midstream) after December 31, 2018 solely for cash, the amount of cash received, (iv) if Blue Mountain Midstream is sold or disposed of (other than a spin-off or joint venture involving Blue Mountain Midstream) after December 31, 2018 for consideration other than solely cash, the sum of the cash component, if any, and the value of non-cash proceeds as of the Wind Up Date (or the earlier disposition of such proceeds for cash) as determined by the Board in good faith, and (v) if Blue Mountain Midstream is not sold or disposed of and is not public, the equity value of Blue Mountain Midstream as determined by the Board in good faith. In the event of a merger or consolidation of Blue Mountain Midstream (or its successor), the foregoing principles will be applied solely to the portion of the combined company owned by the Blue Mountain Midstream stockholders immediately after consummation of the first such transaction.

	• **Initial Value**: The "Initial Value" will be equal to (i) 50% of an agreed value of $1.1 billion before any adjustment described below, plus (ii) 50% of the equity value of Riviera based upon the first 30-day VWAP post separation; provided that the VWAP portion of the calculation cannot be lower than 90% or higher than 110% of the value described in clause (i). The calculation of the Initial Value will be (A) equitably adjusted to reflect any material change in the expected composition of Riviera (e.g., assets sales), (B) equitably reduced to reflect the value of any liabilities retained or assumed by Riviera in connection with the Transaction to the extent such liabilities are unrelated to the assets of Riviera following the spin-off (e.g., liabilities retained pursuant to previous transactions and liabilities related to assets held by Roan), (C) increased by the amount of any capital raised, and (D) increased by $700 million if Blue Mountain Midstream is included as part of Riviera, provided that, (i) in the event of a sale or disposition of Blue Mountain Midstream (other than a spin-off or joint venture involving Blue Mountain Midstream) prior to January 1, 2019, any portion of the Initial Value represented by this clause (D) will be disregarded and (ii) the portion of the Initial Value attributable to Blue Mountain Midstream will be increased by any subsequent capital raises. • Distributions. PSUs will be settled in equity of Riviera (or cash, as elected by the Board), as adjusted in the event of an IPO, sale of all or substantially all of Riviera's assets or other restructuring event as soon as practicable following the applicable vesting date (but in no event later than 30 days following the applicable vesting date); provided that in the event of a "change in control," up to 25% of the proceeds may be deferred for up to six months for purposes of facilitating the participant's retention for purposes of providing transition services and will be paid to the participant at the end of such deferral period or the participant's earlier Good Leaver Termination.

Treatment of Awards under Existing MIP	• With respect to any employees with unvested awards under the existing MIP, any shares of Roan received upon the equitable adjustment of such awards in connection with the spin-off will be fully vested as of the date of the spin-off and any shares of Riviera or Blue Mountain Midstream received upon such adjustment will remain subject to the same vesting conditions as applied to the original award. The Board may elect to offer a one-time liquidity program, consistent with the existing Linn liquidity program, to settle the Roan shares through a cash payment.
Attorneys' Fees	• Riviera will reimburse management for the fees and expenses of one counsel in connection with the negotiation and drafting of the Riviera Management Incentive Plan (and any ancillary agreements) and the assumption or negotiation of any employment agreements and the negotiation of any "back-stop" arrangements for non-legacy personnel up to a cap of $75,000; provided the parties may mutually agree to increase such cap.

LINN ENERGY, INC.
SEVERANCE PLAN
Effective February 28, 2017

ARTICLE I
INTRODUCTION AND ESTABLISHMENT OF PLAN

The Board of Directors of Linn Energy, Inc. (together with its subsidiaries, the "*Company*") hereby ratifies and adopts the Linn Energy, Inc. Severance Plan (the "*Plan*"), as of the Effective Date, for eligible employees of the Company. The Company, as successor to Linn Energy, LLC, assumed the Linn Energy, LLC Severance Plan (the "*Prior Plan*") pursuant to Article VII thereof, and pursuant to Article VIII of the Prior Plan, the Company hereby replaces the Prior Plan in its entirety with the Plan. The Plan is intended to offer specified severance benefits to eligible employees in the event of certain involuntary terminations of employment from the Company. The Plan, as a "severance pay arrangement" within the meaning of Section 3(2)(B)(i) of the Employee Retirement Income Security Act of 1974, as amended ("*ERISA*") is intended to be and shall be administered and maintained as an unfunded welfare benefit plan under Section 3(1) of ERISA.

The Company expressly reserves the right at any time, and from time to time, for any reason in the Company's sole discretion, to change, modify, alter or amend the Plan in any respect and to terminate the Plan in full. All provisions of the Plan relating to other employee benefit plans of the Company, or any of the Company's Affiliates or Subsidiaries, are expressly limited by the provisions of such other employee benefit plans. The provisions of the Plan may not grant or create any rights other than as expressly provided for under such other employee benefit plans.

ARTICLE II
DEFINITIONS

As used herein, the following words and phrases shall have the following respective meanings unless the context clearly indicates otherwise.

2.1 Affiliate. Any entity which controls, is controlled by, or is under common control with, the Company.

2.2 Base Salary. The Participant's annual rate of base salary payable by the Company (exclusive, among other things, of bonuses and special allowances) as in effect immediately prior to the date of such Participant's Qualifying Termination.

2.3 Board. The Board of Directors of the Company.

2.4 Business Opportunities. All business ideas, prospects, proposals or other opportunities pertaining to the lease, acquisition, exploration, production, gathering or marketing of hydrocarbons and related products and the exploration potential of geographical areas on which hydrocarbon exploration prospects are located, which are developed by the Participant during his or her employment with the Employer, or originated by any third party and brought to the attention

of the Participant during his or her employment with the Employer, together with information relating thereto (including, without limitation, geological and seismic data and interpretations thereof, whether in the form of maps, charts, logs, seismographs, calculations, summaries, memoranda, opinions or other written or charted means).

2.5 Cause. For purposes of the Plan, the Company or an Employer will have "*Cause*" to terminate the Participant's employment by reason of any of the following; provided, however, that determination of whether one or more of the elements of "Cause" has been met under the Plan shall be in the reasonable discretion of the Board.

(a) the Participant's conviction of, or plea of *nolo contendere* to, any felony or to any crime or offense causing substantial harm to any of the Company or its direct or indirect Subsidiaries (whether or not for personal gain) or involving acts of theft, fraud, embezzlement, moral turpitude or similar conduct;

(b) the Participant's repeated intoxication by alcohol or drugs during the performance of his or her duties;

(c) the Participant's willful and intentional misuse of any of the funds of the Company or its direct or indirect Subsidiaries;

(d) the Participant's embezzlement;

(e) the Participant's willful and material misrepresentations or concealments on any written reports submitted to any of the Company or its direct or indirect Subsidiaries; or

(f) the Participant's conduct constituting a material breach of the Company's then current Code of Business Conduct and Ethics, and any other written policy referenced therein; provided that, in each case, the Participant knew or should have known such conduct to be a breach; or

(g) the Participant's continued failure to meet the reasonable performance expectations of the Company, after receiving notice of the performance standards not being met and a reasonable opportunity to correct such performance issues.

2.6 Change of Control Plan. The Linn Energy, LLC Change of Control Protection Plan, effective April 25, 2009, as amended.

2.7 COBRA. The term "COBRA" has the meaning set forth in Section 4.2(c).

2.8 Code. The Internal Revenue Code of 1986, as amended from time to time.

2.9 Committee. The Compensation Committee of the Board.

2.10 Company. Linn Energy, Inc.

2.11 Effective Date. February 28, 2017.

2.12 Employee. Any employee of an Employer, regardless of position, who is normally scheduled to work 30 or more hours per week for such Employer.

2.13 Employee Bonus Plan. The term "Employee Bonus Plan" has the meaning set forth in Section 4.2(b).

2.14 Employer. The Company and any Subsidiary that participates in the Plan pursuant to Article VI.

2.15 ERISA. The term "ERISA" has the meaning set forth in the Introduction.

2.16 Good Reason. The term "Good Reason" shall have the meaning assigned to such term in any employment agreement between the Participant and the Employer, or in the absence of an employment agreement or such term being defined in an employment agreement, "Good Reason" shall mean any of the following to which the Participant will not consent in writing:

(a) a reduction in the Participant's base salary;

(b) any material reduction in the Participant's title, authority or responsibilities; or

(c) relocation of the Participant's primary place of employment to a location more than 50 miles from the Employer's location.

If termination is by the Participant with Good Reason, the Participant will give the Participant's Employer written notice, which will identify with reasonable specificity the grounds for the Participant's resignation and provide the Participant's Employer with 30 days from the day such notice is given to cure the alleged grounds for resignation contained in the notice. A termination will not be for Good Reason if the Participant's Employer has cured the alleged grounds for resignation contained in the notice within 30 days after receipt of such notice or if such notice is given by the Participant to the Participant's Employer more than 30 days after the occurrence of the event that the Participant alleges is Good Reason for his or her termination hereunder. In order for a termination to be for "Good Reason," the Company must fail to remedy the alleged grounds for resignation within the cure period, and the Participant must actually terminate employment with the Company and its Affiliates within **[90 days]** after the expiration of the cure period.

2.17 Participant. An Employee who is designated as a participant pursuant to Section 3.1.

2.18 Person. Any individual, entity or group within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended.

2.19 Plan. The Linn Energy, Inc. Severance Plan.

2.20 Plan Administrator. The named fiduciary of the Plan as described in Section 9.1.

2.21 Qualifying Termination. Any termination of employment of a Participant initiated by the Employer other than for Cause; provided that, a termination initiated by a Participant for

Good Reason shall also constitute a Qualifying Termination for Participants in Tier 1 and Tier 2; notwithstanding the foregoing, a Qualifying Termination will not have occurred for purposes of the Plan, if (i) the Participant is terminated as a result of the sale or other disposition of a plant, facility, division, operating assets or Subsidiary or any similar transaction, and (ii) in connection with such transaction, the Participant is offered continued employment with the purchaser or any of its affiliates with a base salary no less than that in effect as of immediately before such transaction and at a location within fifty (50) miles of the primary location at which the Participant worked immediately before such transaction, in each case, as determined in the Company's sole discretion.

2.22 Release. The term "Release" has the meaning set forth in Section 4.1(c).

2.23 Severance Benefits. The benefits described in Article IV that are provided to qualifying Participants under the Plan.

2.24 Subsidiary. Any entity of which the Company owns, directly or indirectly, all of such entity's outstanding units, shares of capital stock or other voting securities.

2.25 Tiers. The terms "*Tier 1*", "*Tier 2*", "*Tier 3*", "*Tier 4*" and "*Tier 5*" have the meaning set forth in Section 3.2.

ARTICLE III
ELIGIBILITY

3.1 Participants. An Employee of the Employer shall become a Participant in the Plan as of the later to occur of (i) the Effective Date or (ii) the date he or she first becomes an Employee of an Employer in a position covered by Tier 1, Tier 2, Tier 3, Tier 4 or Tier 5.

Notwithstanding any provision of the Plan to the contrary, no individual who is designated, compensated, or otherwise classified or treated by the Employer as a leased employee, consultant, independent contractor or other non-common law employee shall be eligible to receive benefits under the Plan. It is expressly intended that individuals not treated as common law employees by the Employer are to be excluded from Plan participation even if a court or administrative agency later determines that such individuals are common law employees. In the event of a Change of Control (as defined in the Change of Control Plan), severance benefits for eligible participants in the Change of Control Plan shall be provided under the terms of the Change of Control Plan and not the Plan; it is the intent of the Company and the Employer that Employees will not be eligible for duplicate severance benefits under multiple plans, including any employment agreements.

3.2 Tiers. Employees eligible to participate in the Plan shall be assigned to Tier 1, Tier 2, Tier 3, Tier 4 or Tier 5 as set forth below; provided, however, that the Committee may designate, by written notice to such Participant, that a Participant shall be assigned to a different Tier, in which case such designation by the Committee shall be controlling.

(a) "Tier 1" means the Employee(s) of the Employer with the title of Vice President.

(b) "Tier 2" means the Employee(s) of the Employer with the title of Director or a Director level equivalent title.

(c) "Tier 3" means the Employee(s) of the Employer with the title of Manager or a Manager level equivalent title.

(d) "Tier 4" means the Employee(s) of the Employer with the title(s) of Supervisor or Key Technical.

(e) "Tier 5" means any Employee of the Employer that is not assigned to Tier 1, Tier 2, Tier 3, or Tier 4.

ARTICLE IV
SEVERANCE BENEFITS

4.1 Eligibility for Severance Pay. A Participant becomes eligible to receive Severance Benefits under the Plan upon a Qualifying Termination, provided that the Participant:

(a) performs in all material respects all transition and other matters required of the Participant by the Employer prior to his or her Qualifying Termination;

(b) complies in all material respects with the restrictive covenants in Article V hereof and returns to the Employer any property of the Employer which has come into the Participant's possession; and

(c) returns (and does not thereafter revoke), within 50 days after the date of the Participant's Qualifying Termination, a signed, dated and notarized original agreement and general release of claims in a form acceptable to the Employer, in its sole and absolute discretion (the "***Release***").

4.2 Amount of Severance Benefits. A Participant entitled to Severance Benefits under Section 4.1 shall be entitled to the following Severance Benefits as set forth in this Section 4.2.

(a) Annual Base Salary.

(i) Tier 1. A Participant in Tier 1 on the date of his or her Qualifying Termination shall be entitled to a payment equal to one times his or her Base Salary.

(ii) Tier 2. A Participant in Tier 2 on the date of his or her Qualifying Termination shall be entitled to a payment equal to nine months of his or her Base Salary.

(iii) Tier 3. A Participant in Tier 3 on the date of his or her Qualifying Termination shall be entitled to a payment equal to six months of his or her Base Salary.

(iv) Tier 4. A Participant in Tier 4 on the date of his or her Qualifying Termination shall be entitled to a payment equal to four and one-half months of his or her Base Salary.

(v) Tier 5. A Participant in Tier 5 on the date of his or her Qualifying Termination shall be entitled to a payment equal to three months of his or her Base Salary.

Notwithstanding the foregoing, until the first anniversary of the Effective Date, a Participant who incurs a Qualifying Termination, and is in Tier 4 or Tier 5 on the date of such Qualifying Termination, shall be entitled to a payment equal to six months of his or her Base Salary, in lieu of (and not in addition to) the payment amounts specified in Sections 4.2(a)(iv) and 4.2(a)(v), respectively,.

(b) Incentive Benefits. Each Participant who, as of his or her Qualifying Termination, participates in any cash incentive compensation or other cash bonus plan or arrangement as may be established by the Board from time to time (collectively, the "*Employee Bonus Plan*") shall be entitled to receive the amount as determined under the Employee Bonus Plan for a termination of employment.

(c) COBRA Coverage. If the Participant timely and properly elects continuation health care coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("*COBRA*") under the Employer's health care plan, the Employer will pay the "Company's portion" (as defined below) of the Participant's COBRA continuation coverage of medical benefits (the "*COBRA Coverage*") for the period set forth in the table below following the date of the Participant's Qualifying Termination. The "Company's portion" of COBRA Coverage shall be the difference between one hundred percent of the cost of the COBRA Coverage and the dollar amount of medical premium expenses paid for the same type or types of Employer medical benefits by a similarly situated Employee on the date of the Participant's Qualifying Termination.

Tier	Period of Continued COBRA Coverage
1	12 Months
2	9 Months
3	6 Months
4	5 Months
5	3 Months

(d) Outplacement Assistance. The Company shall pay fees on behalf of the Participant to a third-party outplacement services agency to provide outplacement services for up to the period of time set forth in the following table, which services shall be completed no later than six months following the date of the Participant's Qualifying Termination.

Tier	Period of Outplacement Services
1	6 Months
2-5	3 Months

(e) Time and Form of Payment. The Severance Benefits payable pursuant to Section 4.2(a) and Section 4.2(b) shall be paid in a single lump sum payment on the date that is 60 days

after the date of the Participant's Qualifying Termination, but no later than two and one half months following the last day of the calendar year that includes the date of the Participant's Qualifying Termination. The Severance Benefits payable pursuant to Section 4.2(c) and Section 4.2(d) shall be paid directly to the service provider or shall be reimbursed to the Participant promptly, but in any event by no later than December 31st of the calendar year following the calendar year in which such expenses were incurred, shall not affect any payments or reimbursements in any other calendar year, and shall not be subject to liquidation or exchange for any other benefit. The taxable year in which any Severance Benefit under Section 4.2(c) or Section 4.2(d) is paid shall be determined in the sole discretion of the Employer, and the Participant shall not be permitted, directly or indirectly, to designate the taxable year of payment. Notwithstanding the foregoing, if the Participant has not timely returned the Release, or subsequently revokes the Release, the Participant shall forfeit all Severance Benefits.

(f) Withholding. The Company may withhold and deduct from any benefits and payments made or to be made pursuant to the Plan all federal, state, local and other taxes as may be required pursuant to any law or governmental regulation or ruling.

ARTICLE V
RESTRICTIVE COVENANTS

5.1 Non-Compete Obligations. During employment with the Employer and for a period of (i) nine (9) months after the Participant's termination of employment for a Tier 1 Participant and (ii) six (6) months after the Participant's termination of employment for a Tier 2 Participant:

(a) the Participant will not, other than through the Company, engage or participate in any manner, whether directly or indirectly through any family member or as an employee, employer, consultant, agent, principal, partner, more than one percent (1%) shareholder, officer, director, licensor, lender, lessor or in any other individual or representative capacity, in any business or activity which is engaged in leasing, acquiring, exploring, producing, gathering or marketing hydrocarbons and related products; provided that the foregoing shall not be deemed to restrain the participation by the Participant's spouse in any capacity set forth above in any business or activity engaged in any such activity; and provided, further, that the Company may, in good faith, take such reasonable action with respect to the Participant's performance of his or her duties, responsibilities and authorities as it deems necessary and appropriate to protect its legitimate business interests with respect to any actual or apparent conflict of interest reasonably arising from or out of the participation by the Participant's spouse in any such competitive business or activity; and

(b) all investments made by the Participant (whether in his or her own name or in the name of any family members or other nominees or made by the Participant's controlled affiliates), which relate to the leasing, acquisition, exploration, production, gathering or marketing of hydrocarbons and related products will be made solely through the Company; and the Participant will not (directly or indirectly through any family members or other persons), and will not permit any of his or her controlled affiliates to: (A) invest or otherwise participate alongside the Company or its direct or indirect subsidiaries in any Business Opportunities, or (B) invest or otherwise participate in any business or activity relating to

a Business Opportunity, regardless of whether any of the Company or its direct or indirect subsidiaries ultimately participates in such business or activity, in either case, except through the Company. Notwithstanding the foregoing, nothing in this Section 5.1(b) shall be deemed to prohibit the Participant or any family member from owning, or otherwise having an interest in, less than one percent (1%) of any publicly owned entity or three percent (3%) or less of any private equity fund or similar investment fund that invests in any business or activity engaged in any of the activities set forth above, provided that the Participant has no active role with respect to any investment by such fund in any entity.

5.2 Non-Solicitation. With respect to any Participant in Tier 1 or Tier 2, during such Participant's employment with the Employer and for a period of one (1) year after the Participant's termination of employment, the Participant will not, whether for his or her own account or for the account of any other Person (other than the Company or its direct or indirect Subsidiaries), intentionally solicit, endeavor to entice away from the Company or its direct or indirect Subsidiaries, or otherwise interfere with the relationship of the Company or its direct or indirect Subsidiaries with, (a) any person who is employed by the Company or its direct or indirect Subsidiaries (including any independent sales representatives or organizations), or (b) any client or customer of the Company or its direct or indirect Subsidiaries.

ARTICLE VI
EMPLOYERS

Any Subsidiary of the Company shall be, and any new Subsidiary of the Company shall be, an Employer under the Plan unless the Company makes an affirmative determination that such Subsidiary shall not be an Employer under the Plan. Pursuant to Section 3.1, the provisions of the Plan shall be fully applicable to the Employees of any such Subsidiary that becomes an Employer.

ARTICLE VII
SUCCESSOR TO COMPANY

The Plan shall bind any successor of the Company, its assets or its businesses (whether direct or indirect, by purchase, merger, consolidation or otherwise), in the same manner and to the same extent that the Company would be obligated under the Plan if no succession had taken place.

In the case of any transaction in which a successor would not by the foregoing provision or by operation of law be bound by the Plan, the Company shall require such successor expressly and unconditionally to assume and agree to perform the Company's obligations under the Plan, in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. The term "Company," as used in the Plan, shall mean the Company as hereinbefore defined and any successor or assignee to the business or assets which by reason hereof becomes bound by the Plan.

ARTICLE VIII
AMENDMENT AND TERMINATION

8.1 Amendment or Termination. While the Company expects and intends to continue the Plan, the Board or the Committee may amend the Plan at any time, and from time to time, for any reason in the Company's sole discretion, has the right to change, modify, alter or amend the Plan in any respect and to terminate the Plan in full.

8.2 Procedure for Extension, Amendment or Termination. Any extension, amendment or termination of the Plan by the Board in accordance with the foregoing shall be made by action of the Board in accordance with the Company's organizational documents in effect at the time, and applicable law.

ARTICLE IX
PLAN ADMINISTRATION

9.1 Named Fiduciary; Administration. The Company's Senior Vice President over Human Resources is the named fiduciary of the Plan and shall be the Plan Administrator. The Plan Administrator shall review and determine all claims for benefits under the Plan.

9.2 Claim Procedure.

(a) If an Employee or former Employee or his or her authorized representative (referred to in this Article IX as a "claimant") makes a written request alleging a right to receive benefits under the Plan or alleging a right to receive an adjustment in benefits being paid under the Plan, the Company shall treat it as a claim for benefits.

(b) All claims and inquiries concerning benefits under the Plan must be submitted to the Plan Administrator in writing and be addressed as follows:

Plan Administrator

Linn Energy, Inc. Severance Plan
Linn Energy, Inc.
JP Morgan Chase Tower
600 Travis
Houston, Texas 77002

The Plan Administrator shall have full and complete discretionary authority to administer, to construe, and to interpret the Plan, to decide all questions of eligibility, to determine the amount, manner and time of payment, and to make all other determinations deemed necessary or advisable for the Plan. The Plan Administrator shall initially deny or approve all claims for benefits under the Plan. The claimant may submit written comments, documents, records or any other information relating to the claim. Furthermore, the claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits.

(c) Claims Denial. If any claim for benefits is denied in whole or in part, the Plan Administrator shall notify the claimant in writing of such denial and shall advise the claimant of his or her right to a review thereof. Such written notice shall set forth, in a manner calculated to be understood by the claimant, specific reasons for such denial, specific references to the Plan provisions on which such denial is based, a description of any information or material necessary for the claimant to perfect his or her claim, an explanation of why such material is necessary and

an explanation of the Plan's review procedure, and the time limits applicable to such procedures. Furthermore, the notification shall include a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review. Such written notice shall be given to the claimant within a reasonable period of time, which normally shall not exceed 90 days after the claim is received by the Plan Administrator.

(d) Appeals. Any claimant whose claim for benefits is denied in whole or in part may appeal, or his or her duly authorized representative may appeal on the claimant's behalf, such denial by submitting to the Appeals Committee a request for a review of the claim within 60 days after receiving written notice of such denial from the Plan Administrator. The Appeals Committee shall comprise at least three individuals who serve as officers or managers of the Company. The Appeals Committee shall give the claimant upon request, and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim of the claimant, in preparing his or her request for review. The request for review must be in writing and be addressed as follows:

Appeals Committee

Linn Energy, Inc. Severance Plan
Linn Energy, Inc.
JP Morgan Chase Tower
600 Travis
Houston, Texas 77002

The request for review shall set forth all of the grounds upon which it is based, all facts in support thereof, and any other matters which the claimant deems pertinent. The Appeals Committee may require the claimant to submit such additional facts, documents, or other materials as the Appeals Committee may deem necessary or appropriate in making its review.

(e) Review of Appeals. The Appeals Committee shall act upon each request for review within 60 days after receipt thereof. The review on appeal shall consider all comments, documents, records and other information submitted by the claimant relating to the claim without regard to whether this information was submitted or considered in the initial benefit determination. The Appeals Committee shall have full and complete discretionary authority, in its review of any claims denied by the Plan Administrator, to administer, to construe, and to interpret the Plan, to decide all questions of eligibility, to determine the amount, manner and time of payment, and to make all other determinations deemed necessary or advisable for the Plan.

(f) Decision on Appeals. The Appeals Committee shall give written notice of its decision to the claimant. If the Appeals Committee confirms the denial of the application for benefits in whole or in part, such notice shall set forth, in a manner calculated to be understood by the claimant, the specific reasons for such denial, and specific references to the Plan provisions on which the decision is based. The notice shall also contain a statement that the claimant is entitled to receive upon request, and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits. Information is relevant to a claim if it was relied upon in making the benefit determination or was submitted, considered or generated in the course of making the benefit determination, whether it was relied upon or not. The notice

shall also contain a statement of the claimant's right to bring an action under ERISA Section 502 (a). If the Appeals Committee has not rendered a decision on a request for review within 60 days after receipt of the request for review, the claimant's claim shall be deemed to have been approved. The Appeals Committee's decision shall be final and not subject to further review within the Company. There are no voluntary appeals procedures after review by the Appeals Committee.

(g) Time of Approved Payment. In the event that either the Plan Administrator or the Appeals Committee determines that the claimant is entitled to the payment of all or any portion of the benefits claimed, such payment shall be made to the claimant within 30 days of the date of such determination or such later time as may be required to comply with Section 409A of the Code.

(h) Determination of Time Periods. If the day on which any of the foregoing time periods is to end is a Saturday, Sunday or holiday recognized by the Company, the period shall extend until the next following business day.

9.3 Arbitration. In the event that a Participant wishes to pursue any further claim for benefits under the Plan following the completion of the appeal process described in Section 9.2, the Participant must participate in arbitration in Houston, Texas, before a single arbitrator in accordance with the arbitration rules and procedures of the Center for Public Resources Rules for Non-Administered Arbitration of Business Disputes (the "*Arbitration Process*"); provided, however, that the arbitration will not be binding on the claimant and the claimant may seek legal or equitable remedies in court after the arbitrator has made a determination as to the claimant's claim, if the claimant does not accept the arbitrator's determination. The Arbitration Process shall be commenced by filing a demand for arbitration in accordance with the Arbitration Process within 18 months after the final notice of denial of the Participant's appeal in accordance with Section 9.2. The arbitrator shall decide all issues relating to arbitrability and the arbitrator shall also decide all issues with respect to the payment of the costs of such arbitration, including attorneys' fees and the arbitrator's fees. Completion of the claims procedures described in this document will be a condition precedent to the commencement of any arbitration in connection with a claim for benefits under the Plan by a claimant; provided, however, that the Appeals Committee may, in its sole discretion, waive compliance with such claims procedures as a condition precedent to any such action.

9.4 Exhaustion of Administrative Remedies. Completion of the claims and appeals procedures described in Sections 9.2 and 9.3 of the Plan, including arbitration, will be a condition precedent to the commencement of any legal or equitable action in connection with a claim for benefits under the Plan by a claimant; provided, however, that the Appeals Committee may, in its sole discretion, waive compliance with such claims procedures as a condition precedent to any such action.

ARTICLE X
MISCELLANEOUS

10.1 Employment Status. The Plan does not constitute a contract of employment nor impose on the Participant or the Participant's Employer any obligation for the Participant to remain an Employee nor change the status of the Participant's employment or the policies of such Employer regarding termination of employment.

10.2 Unfunded Plan Status. All payments pursuant to the Plan shall be made from the general funds of the Company and no special or separate fund shall be established or other segregation of assets made to assure payment. No Participant or other person shall have under any circumstances any interest in any particular property or assets of the Company as a result of participating in the Plan. Notwithstanding the foregoing, the Company may (but shall not be obligated to) create one or more grantor trusts, the assets of which are subject to the claims of the Company's creditors, to assist it in accumulating funds to pay its obligations under the Plan.

10.3 Validity and Severability. The invalidity or unenforceability of any provision of the Plan shall not affect the validity or enforceability of any other provision of the Plan, which shall remain in full force and effect, and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.4 Anti-Alienation of Benefits. No amount to be paid hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment, or garnishment by creditors of the Employee or the Employee's beneficiary.

10.5 Governing Law. The validity, interpretation, construction and performance of the Plan shall in all respects be governed by the laws of Texas, without reference to principles of conflicts of law, except to the extent pre-empted by Federal law.

[Signature page follows.]

IN WITNESS WHEREOF, this Linn Energy, Inc. Severance Plan has been adopted the Committee to be effective as of the Effective Date.

LINN ENERGY, INC.

By: /s/ Mark E. Ellis
Mark E. Ellis
President and Chief Executive Officer

Exhibit 10.26

EMPLOYMENT AGREEMENT

This Employment Agreement ("**Agreement**") is made and entered into by and between Blue Mountain Midstream LLC, a Delaware limited liability company (the "**Company**"), and Greg Harper ("**Employee**"), dated March 29, 2018 and effective as of April 2, 2018 (the "**Effective Date**").

WHEREAS, the Company desires to retain the services and employment of Employee on behalf of the Company, and Employee desires to be employed by the Company, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and obligations set forth in this Agreement, the Company and Employee agree as follows:

1. **Employment**. During the Employment Period (as defined in Section 4), the Company shall employ Employee, and Employee shall serve, as Chief Executive Officer of the Company, and in such other position or positions as may be assigned from time to time by the board of directors (the "**Board**") of the Company. Promptly following the Effective Date, the Board shall nominate Employee to serve on the Board and Employee shall serve as a member of the Board for so long as he continues to serve as Chief Executive Officer of the Company pursuant to this Agreement.

2. **Duties and Responsibilities of Employee**.

(a) During the Employment Period, Employee shall devote substantially all of Employee's business time and Employee's full attention and best efforts to the businesses of the Company and its direct and indirect subsidiaries (collectively, the Company and its direct and indirect subsidiaries are referred to as the "**Company Group**") as may be requested by the Board from time to time. Employee acknowledges that Employee has been appointed to the Board and, for so long as Employee serves on the Board and remains employed hereunder, Employee shall not receive any additional compensation for such Board service. Employee's duties shall include those normally incidental to the position(s) identified in Section 1, as well as such additional duties as may be assigned to Employee by the Board from time to time, which duties may include providing services to other members of the Company Group in addition to the Company. Employee may, without violating this Section 2(a), (i) as a passive investment, own publicly traded securities in such form or manner as will not require the performance of any services by Employee in the operation of the entities in which such securities are owned; (ii) engage in charitable and civic activities; (iii) with the prior written consent of the Board, which shall not be unreasonably withheld, serve on external boards (with the exception that Employee may continue to serve on the board of directors on which he serves immediately prior to the Effective Date as set forth on **Exhibit A**); or (iv) engage in other personal and passive investment activities, in each case, so long as such interests or activities in the foregoing clauses (i) through (iv) do not interfere, individually or in the aggregate, with Employee's ability to fulfill Employee's duties and responsibilities under this Agreement and are not inconsistent with Employee's obligations to the Company Group or involve a Competing Business.

(b) Employee hereby represents and warrants that Employee is not the subject of, or a party to, any employment agreement, non-competition, non-solicitation, restrictive covenant, non-disclosure agreement, or any other agreement, obligation, restriction or understanding that would prohibit Employee from executing this Agreement or fully performing each of Employee's duties and responsibilities hereunder, or would in any manner, directly or indirectly, limit or affect any of the duties and responsibilities that may now or in the future be assigned to Employee hereunder. Employee expressly acknowledges and agrees that Employee is strictly prohibited from using or disclosing any confidential information belonging to any prior employer in the course of performing services for any member of the Company Group, and Employee promises that Employee shall not do so. Employee shall not introduce documents or other materials containing confidential information of any such prior employer to the premises or property (including computers and computer systems) of any member of the Company Group.

(c) Employee owes each member of the Company Group such fiduciary duties as an officer of the Company would have if the Company were a corporation organized under the laws of the State of Delaware, and the obligations described in this Agreement are in addition to, and not in lieu of, the obligations Employee owes each member of the Company Group under statutory and common law.

3. **Compensation**.

(a) Base Salary. During the Employment Period, the Company shall pay to Employee an annualized base salary of $480,000 (the "**Base Salary**") in consideration for Employee's services under this Agreement, payable in substantially equal installments in conformity with the Company's customary payroll practices for similarly situated employees as may exist from time to time, but no less frequently than monthly.

(b) Annual Bonus. Employee shall be eligible for discretionary bonus compensation with a target of 100% of Employee's Base Salary (the "**Target Bonus**") and a maximum bonus of 200% of Employee's Base Salary for each complete calendar year that Employee is employed by the Company hereunder (any bonus compensation payable, the "**Annual Bonus**"). The performance targets that must be achieved in order to be eligible for certain bonus levels shall be established by the Board (or a committee thereof) annually, after consultation with Employee, in its sole discretion, and communicated to Employee within the first ninety (90) days of the applicable calendar year (the "**Bonus Year**"). Notwithstanding the foregoing, Employee shall be eligible to receive a discretionary *pro rata* bonus for the portion of the 2018 calendar year that Employee is employed by the Company hereunder (the "**2018 Bonus**"), based on performance targets set by the Board after consultation with Employee and communicated to Employee by May 15, 2018. Each Annual Bonus (including the 2018 Bonus), if any, shall be paid as soon as administratively feasible after the Board (or a committee thereof) certifies whether the applicable performance targets for the applicable Bonus Year have been achieved, but in no event later than March 15 following the end of such Bonus Year. Notwithstanding anything in this Section 3(b) to the contrary, and subject to Section 7(f) below, no Annual Bonus (including the 2018 Bonus), if any, nor any portion thereof, shall be payable for any Bonus Year unless Employee remains continuously employed by the Company from the Effective Date through the date on which such Annual Bonus or 2018 Bonus is paid.

(c) Initial Equity Awards. Subject to the approval of the Board or a committee thereof, the Company will create a plan (the "**Management Incentive Plan**"), pursuant to which the Company will grant sign on, equity-based awards to new officers, including Employee, consistent with the term sheet dated March 23, 2018, by and between Employee and Linn Energy, Inc. (the "**Term Sheet**"), in the form of (i) restricted security units subject to time-vesting and (ii) restricted security units subject to performance-vesting (collectively, the "**Initial Equity Awards**"), granted pursuant to the forms of award agreement attached hereto as **Exhibit B** and **Exhibit C**, respectively (collectively, the "**Award Agreements**"). The awards described in this Section 3(c) will be subject in all respects to the terms of the Management Incentive Plan and the corresponding Award Agreements, in each case, in the form approved by the Board or a committee thereof. Drafts of the Management Incentive Plan and the Award Agreements were provided to Employee's counsel on March 26, 2018, and drafts of the Second Amended and Restated Limited Liability Company Agreement of the Company and any other documentation relating to the Initial Equity Awards will be provided to Employee by April 5, 2018 (all such documents, collectively, the "**Equity Documents**"). The parties will negotiate in good faith to finalize the Equity Documents, with the intent that the Initial Equity Awards be granted by May 15, 2018.

(d) Annual Review. The Board will review Employee's Base Salary and Target Bonus on an annual basis for any increases it deems appropriate in its sole discretion.

4. **Term of Employment**. The initial term of Employee's employment under this Agreement shall be for the period beginning on the Effective Date and ending on the third (3rd) anniversary of the Effective Date (the "**Initial Term**"). On the third (3rd) anniversary of the Effective Date and on each subsequent anniversary thereafter, the term of Employee's employment under this Agreement shall automatically renew and extend for a period of twelve (12) months (each such twelve (12)-month period being a "**Renewal Term**") unless written notice of non-renewal is delivered by either party to the other not less than sixty (60) days prior to the expiration of the then-existing Initial Term or Renewal Term, as applicable. Notwithstanding any other provision of this Agreement, Employee's employment pursuant to this Agreement may be terminated at any time in accordance with Section 7. The period from the Effective Date through the expiration of this Agreement or, if sooner, the termination of Employee's employment pursuant to this Agreement, regardless of the time or reason for such termination, shall be referred to herein as the "**Employment Period**."

5. **Business Expenses**. Subject to Section 23, the Company shall reimburse Employee for Employee's reasonable out-of-pocket business-related expenses actually incurred in the performance of Employee's duties under this Agreement so long as Employee timely submits all documentation for such reimbursement, as required by Company policy in effect from time to time. Any such reimbursement of expenses shall be made by the Company upon or as soon as practicable following receipt of such documentation. In no event shall any reimbursement be made to Employee for any expenses incurred after the date of Employee's termination of employment with the Company.

6. **Benefits**. During the Employment Period, Employee shall be eligible to participate in the same benefit plans and programs in which other similarly situated Company Group executive employees are eligible to participate, subject to the terms and conditions of the applicable plans and programs in effect from time to time. The Company shall not, however, by

reason of this Section 6, be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such plan or policy, so long as such changes are similarly applicable to similarly situated Company Group executive employees generally.

7. **Termination of Employment**.

(a) Company's Right to Terminate Employee's Employment for Cause. The Company shall have the right to terminate Employee's employment hereunder at any time for "Cause." For purposes of this Agreement, "**Cause**" shall mean:

(i) Employee's material breach of this Agreement or any other written agreement between Employee and one or more members of the Company Group, including Employee's material breach of any representation, warranty or covenant made under any such agreement, or Employee's material violation of any workplace-related law or material breach of any policy or code of conduct established by a member of the Company Group and applicable to Employee;

(ii) the commission of gross negligence, willful misconduct, breach of fiduciary duty, fraud, theft or embezzlement on the part of Employee with respect to the Company Group;

(iii) the commission by Employee of, or conviction or indictment of Employee for, or plea of *nolo contendere* by Employee to, any felony (or state law equivalent) or any crime involving moral turpitude; or

(iv) Employee's willful failure or refusal, other than due to Disability, to perform Employee's obligations pursuant to this Agreement or to follow any lawful directive from the Board, as determined by the Board (sitting without Employee, if applicable);

provided, however, that if Employee's actions or omissions as set forth in Section 7(a)(i) or (iv) are of such a nature that they are curable by Employee, as determined by the Board in good faith, a termination of Employee's employment shall not be deemed to be for Cause unless and until (A) the Company provides Employee with written notice setting forth the specific facts or circumstances constituting Cause within thirty (30) days after the Board has actual knowledge of such facts or circumstances, and (B) Employee has failed to cure such facts or circumstances within thirty (30) days after receipt of such written notice. The parties agree, however, that such notice and opportunity to cure are not required with respect to actions or omissions set forth in Section 7(a)(ii) and (iii).

(b) Company's Right to Terminate for Convenience. The Company shall have the right to terminate Employee's employment for convenience at any time and for any reason, or no reason at all, upon written notice to Employee.

(c) Employee's Right to Terminate for Good Reason. Employee shall have the right to terminate Employee's employment with the Company at any time for "Good Reason." For purposes of this Agreement, "**Good Reason**" shall mean:

(i) a material diminution in Employee's Base Salary, title or duties;

(ii) a material breach by the Company of any of its covenants or obligations under this Agreement or any other written agreement between the parties; or

(iii) a change by the Company in Employee's principal place of employment to a location more than fifty (50) miles from the location of Employee's principal place of employment on the Effective Date.

Notwithstanding the foregoing provisions of this Section 7(c) or any other provision of this Agreement to the contrary, any assertion by Employee of a termination for Good Reason shall not be effective unless all of the following conditions are satisfied: (A) the condition described in Section 7(c)(i), (ii) or (iii) giving rise to Employee's termination of employment must have arisen without Employee's consent; (B) Employee must provide written notice to the Board of the existence of such condition(s) within thirty (30) days after the date on which Employee has actual knowledge of the existence the initial occurrence of such condition(s); (C) the condition(s) specified in such notice must remain uncorrected for thirty (30) days following the Board's receipt of such written notice; and (D) the date of Employee's termination of employment must occur within ninety (90) days after the date on which Employee has actual knowledge of the existence of the initial occurrence of the condition(s) specified in such notice.

(d) Death or Disability. Upon the death or Disability of Employee, Employee's employment with Company shall terminate with no further obligation under this Agreement of either party hereunder. For purposes of this Agreement, a "**Disability**" shall exist if Employee is unable to perform the essential functions of Employee's position (after engaging in an interactive process with Employee and accounting for reasonable accommodation, if either is applicable and required by applicable law), due to physical or mental impairment or other incapacity that continues, or can reasonably be expected to continue, for a period in excess of one hundred-twenty (120) consecutive days or one hundred-eighty (180) days, whether or not consecutive (or for any longer period as may be required by applicable law), in any twelve (12)-month period. The determination of whether Employee has incurred a Disability shall be made in good faith by the Board after reviewing and considering relevant information from an appropriate physician or other healthcare provider (and Employee shall cooperate with the Company in providing all reasonably requested information or evaluations in order to facilitate such a determination).

(e) Employee's Right to Terminate for Convenience. In addition to Employee's right to terminate Employee's employment for Good Reason, Employee shall have the right to terminate Employee's employment with the Company for convenience at any time and for any other reason, or no reason at all, upon thirty (30) days' advance written notice to the Company; *provided*, *however*, that if Employee has provided notice to the Company of Employee's termination of employment, the Company may determine, in its sole discretion, that such termination shall be effective on any date prior to the effective date of termination provided in such notice (and, if such earlier date is so required, then it shall not change the basis for Employee's termination of employment nor be construed or interpreted as a termination of employment pursuant to Section 7(b)).

(f) Effect of Termination.

(i) If Employee's employment hereunder is terminated prior to the expiration of the then-existing Initial Term or Renewal Term, as applicable, by the Company without Cause pursuant to Section 7(b), or is terminated by Employee for Good Reason pursuant to Section 7(c), then so long as (and only if) Employee: (A) executes on or before the Release Expiration Date (as defined below), and does not revoke within the time provided by the Company to do so, a release of all claims substantially in the form attached hereto as **Exhibit D** (the "**Release**"); and (B) abides by the terms of each of Sections 9, 10 and 11, then the Company shall make severance payments, less deductions for applicable taxes and withholdings, to Employee in a total amount equal to (x) twelve (12) months' worth of Employee's Base Salary for the year in which such termination occurs plus (y) Employee's Target Bonus (such total severance payments being referred to as the "**Severance Payment**"). In addition, subject to his satisfaction of, and compliance with, the requirements set forth in clauses (A) and (B) of this Section 7(f)(i), Employee will (1) receive any earned but unpaid Annual Bonus for the year prior to the year in which the termination date occurs (the "**Earned Bonus**") and (2) be eligible to receive a *pro rata* Annual Bonus for the year in which the termination date occurs, with the amount of the Annual Bonus based on actual performance results for such year and with the pro-ration determined by multiplying the amount of the Annual Bonus which would be due for the full year by a fraction, the numerator of which is the number of days during the year of termination that Employee was employed by the Company and the denominator of which is three hundred sixty-five (365) (the "**Pro Rata Bonus**"). The Earned Bonus and the Pro Rata Bonus (if any) will be paid at the same time bonuses for the relevant year are paid to other senior executives of the Company in accordance with Section 3(b). The Severance Payment, the Earned Bonus and the Pro-Rata Bonus will be reported on IRS Form W-2. The Severance Payment will be divided into twelve (12) substantially equal installments. On the Company's first regularly scheduled pay date that is on or after the date that is sixty (60) days after the date on which Employee's employment terminates (the "**Termination Date**"), the Company shall pay to Employee, without interest, a number of such installments equal to the number of such installments that would have been paid during the period beginning on the Termination Date and ending on the Company's first regularly scheduled pay date that is on or after the date that is sixty (60) days after the Termination Date had the installments been paid on a monthly basis commencing on the Company's first regularly scheduled pay date coincident with or next following the Termination Date, and each of the remaining installments shall be paid on a monthly basis thereafter; *provided, however*, that (I) to the extent, if any, that the aggregate amount of the installments of the Severance Payment that would otherwise be paid pursuant to the preceding provisions of this Section 7(f)(i) after March 15 of the calendar year following the calendar year in which the Termination Date occurs (the "**Applicable March 15**") exceeds the maximum exemption amount under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A), then such excess shall be paid to Employee in a lump sum on the Applicable March 15 (or the first Business Day preceding the Applicable March 15 if the Applicable March 15 is not a Business Day) and the installments of the Severance Payment payable after the Applicable March 15 shall be reduced by such excess (beginning with the installment first payable after the Applicable March 15 and continuing with the next succeeding installment until the aggregate reduction equals such excess), and (II) all

remaining installments of the Severance Payment, if any, that would otherwise be paid pursuant to the preceding provisions of this Section 7(f)(i) after December 31 of the calendar year following the calendar year in which the Termination Date occurs shall be paid with the installment of the Severance Payment, if any, due in December of the calendar year following the calendar year in which the Termination Date occurs. "**Business Day**" shall mean any day except a Saturday, Sunday or other day on which commercial banks in Houston, Texas are authorized or required by law to be closed.

(ii) If Employee's employment hereunder terminates upon the expiration of the then-existing Initial Term or Renewal Term, as applicable, as a result of a non-renewal of the term of Employee's employment under this Agreement by the Company pursuant to Section 4, then so long as (and only if) Employee: (A) executes on or before the Release Expiration Date, and does not revoke within the time provided by the Company to do so, the Release; and (B) abides by the terms of each of Sections 9, 10 and 11, then Employee will (x) receive the Earned Bonus and (y) be eligible to receive the Pro Rata Bonus. The Earned Bonus and the Pro Rata Bonus (if any) will be paid at the same time bonuses for the relevant year are paid to other senior executives of the Company in accordance with Section 3(b). The Earned Bonus and the Pro-Rata Bonus will be reported on IRS Form W-2.

(iii) Notwithstanding anything herein to the contrary, the Severance Payment (and any portion thereof), the Earned Bonus and the Pro Rata Bonus shall not be payable if Employee's employment hereunder terminates upon the expiration of the then-existing Initial Term or Renewal Term, as applicable, as a result of a non-renewal of the term of Employee's employment under this Agreement by Employee pursuant to Section 4.

(iv) If the Release is not executed and returned to the Company on or before the Release Expiration Date, and the required revocation period has not fully expired without revocation of the Release by Employee, then Employee shall not be entitled to the Earned Bonus, the Pro Rata Bonus (if any) or any portion of the Severance Payment. As used herein, the "**Release Expiration Date**" is that date that is twenty-one (21) days following the date upon which the Company delivers the Release to Employee (which shall occur no later than seven (7) days after the Termination Date) or, in the event that such termination of employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967, as amended), the date that is forty-five (45) days following such delivery date. The parties agree, however, that the Release Expiration Date may be extended from time to time by written agreement of the parties.

(g) After-Acquired Evidence. Notwithstanding any provision of this Agreement to the contrary, in the event that Employee is eligible to receive the Severance Payment, the Earned Bonus and the Pro Rata Bonus pursuant to Section 7(f), but the Company subsequently acquires evidence establishing that Employee has materially failed to abide by the terms of Sections 9, 10 or 11, then the Company shall have to seek appropriate relief from a court of competent jurisdiction to cease the payment of the Earned Bonus, the Pro Rata Bonus (if any) and any future installments of the Severance Payment and seek the return to the Company of the

Earned Bonus, the Pro Rata Bonus (if any) and all installments of the Severance Payment received by Employee prior to the date that such court lawfully determines that the conditions of this Section 7(g) have been satisfied.

8. **Disclosures**. Promptly (and in any event, within ten (10) Business Days) upon becoming aware of (a) any actual or potential Conflict of Interest or (b) any lawsuit, claim or arbitration filed against or involving Employee or any trust or vehicle owned or controlled by Employee, in each case, Employee shall disclose such actual or potential Conflict of Interest or such lawsuit, claim or arbitration to the Board. A "**Conflict of Interest**" shall exist when Employee engages in, or plans to engage in, any activities, associations, or interests that conflict with, or create an appearance of a conflict with, Employee's duties, responsibilities, authorities, or obligations for and to the Company Group.

9. **Confidentiality**. In the course of Employee's employment with the Company and the performance of Employee's duties on behalf of the Company Group hereunder, Employee will be provided with, and will have access to, Confidential Information (as defined below). In consideration of Employee's receipt and access to such Confidential Information and in exchange for other valuable consideration provided hereunder, and as a condition of Employee's employment, Employee shall comply with this Section 9.

(a) Both during the Employment Period and thereafter, except as expressly permitted by this Agreement or by directive of the Board, Employee shall not disclose any Confidential Information to any person or entity and shall not use any Confidential Information except for the benefit of the Company Group. Employee acknowledges and agrees that Employee would inevitably use and disclose Confidential Information in violation of this Section 9 if Employee were to violate any of the covenants set forth in Section 10. Employee shall follow all Company policies and protocols regarding the physical security of all documents and other materials containing Confidential Information (regardless of the medium on which Confidential Information is stored). The covenants of this Section 9(a) shall apply to all Confidential Information, whether now known or later to become known to Employee during the period that Employee is employed by or affiliated with the Company or any other member of the Company Group.

(b) Notwithstanding any provision of Section 9(a) to the contrary, Employee may make the following disclosures and uses of Confidential Information:

(i) disclosures to other employees of the Company Group who have a need to know the information in connection with the businesses of the Company Group;

(ii) disclosures to customers and suppliers when, in the reasonable and good faith belief of Employee, such disclosure is in connection with Employee's performance of Employee's duties under this Agreement and is in the best interests of the Company Group;

(iii) disclosures and uses that are approved in writing by the Board; or

(iv) disclosures to a person or entity that has (x) been retained by a member of the Company Group to provide services to one or more members of the Company Group and (y) agreed in writing to abide by the terms of a confidentiality agreement.

(c) Upon the expiration of the Employment Period, and at any other time upon request of the Company, Employee shall promptly surrender and deliver to the Company all documents (including electronically stored information) and all copies thereof and all other materials of any nature containing or pertaining to all Confidential Information and any other Company Group property (including any Company Group-issued computer, mobile device or other equipment) in Employee's possession, custody or control and Employee shall not retain any such documents or other materials or property of the Company Group. Within ten (10) days of any such request, Employee shall certify to the Company in writing that all such documents, materials and property have been returned to the Company.

(d) All trade secrets, non-public information, designs, ideas, concepts, improvements, product developments, discoveries and inventions, whether patentable or not, that are conceived, made, developed or acquired by or disclosed to Employee, individually or in conjunction with others, during the period that Employee is employed by the Company or any other member of the Company Group (whether during business hours or otherwise and whether on the Company's premises or otherwise) that relate to any member of the Company Group's businesses or properties, products or services (including all such information relating to corporate opportunities, operations, future plans, methods of doing business, business plans, strategies for developing business and market share, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or acquisition targets or their requirements, the identity of key contacts within customers' organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names and marks) is defined as "**Confidential Information**." Moreover, all documents, videotapes, written presentations, brochures, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, e-mail, voice mail, electronic databases, maps, drawings, architectural renditions, models and all other writings or materials of any type including or embodying any of such information, ideas, concepts, improvements, discoveries, inventions and other similar forms of expression are and shall be the sole and exclusive property of the Company Group and be subject to the same restrictions on disclosure applicable to all Confidential Information pursuant to this Agreement. For purposes of this Agreement, Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure or wrongful act of Employee or any of Employee's agents; (ii) was available to Employee on a non-confidential basis before its disclosure by a member of the Company Group; or (iii) becomes available to Employee on a non-confidential basis from a source other than a member of the Company Group; *provided*, *however*, that such source is not bound by a confidentiality agreement with, or other obligation with respect to confidentiality to, a member of the Company Group.

(e) Nothing in this Agreement shall prohibit or restrict Employee from lawfully (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by any governmental or regulatory agency, entity, or official(s) (collectively, "**Governmental Authorities**") regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Employee individually from any such Governmental Authorities; (iii) testifying, participating or otherwise

assisting in an action or proceeding by any such Governmental Authorities relating to a possible violation of law; (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law; or (v) making disclosures to Employee's retained attorneys for the purposes of seeking legal advice as to Employee's rights and obligations under this Agreement and/or relating to legal recourse for possible violations of this Agreement or any law by the Company. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made to Employee's attorney in relation to a lawsuit for retaliation against Employee for reporting a suspected violation of law; or (iii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nor does this Agreement require Employee to obtain prior authorization from any member of the Company Group before engaging in any conduct described in this Section 9(e), or to notify any member of the Company Group that Employee has engaged in any such conduct.

10. **Non-Competition; Non-Solicitation**.

(a) The Company shall provide Employee access to Confidential Information for use only during the Employment Period, and Employee acknowledges and agrees that the Company Group will be entrusting Employee, in Employee's unique and special capacity, with developing the goodwill of the Company Group, and in consideration of the Company providing Employee with access to Confidential Information and as an express incentive for the Company to enter into this Agreement and employ Employee, Employee has voluntarily agreed to the covenants set forth in this Section 10. Employee agrees and acknowledges that the limitations and restrictions set forth herein, including geographical and temporal restrictions on certain competitive activities, are reasonable in all respects, will not cause Employee undue hardship, and are material and substantial parts of this Agreement intended and necessary to prevent unfair competition and to protect the Company Group's Confidential Information, goodwill and legitimate business interests.

(b) During the Prohibited Period, Employee shall not, without the prior written approval of the Board, directly or indirectly, for Employee or on behalf of or in conjunction with any other person or entity of any nature:

(i) own, manage, operate, finance, join, control or participate in any Competing Business, as a proprietor, partner, shareholder, director, officer, executive, employee, agent, creditor, consultant, independent contractor, joint venturer, investor, representative, trustee or otherwise.

(ii) directly or indirectly solicit the sale of goods, services, or a combination of goods and services from the established customers of any member of the Company Group with respect to a Competing Business; or

(iii) solicit, canvass, approach, encourage, entice or induce any employee or contractor of the Company Group to terminate his, her or its employment or engagement with any member of the Company Group.

The foregoing restrictions shall not prevent Employee owning, as a passive investment, not more than one percent (1%) of the equity securities of a publicly-traded entity, with such ownership to be in such form or manner as will not require the performance of any services or active participation by Employee in the operation of the entity in which such equity securities are owned. For the avoidance of doubt, Employee cannot own passive investments in non-publicly-traded entities if such passive investments (A) interfere, individually or in the aggregate, with Employee's ability to fulfill Employee's duties and responsibilities under this Agreement, (B) are inconsistent with Employee's obligations to the Company Group, or (C) are in a Competing Business.

(c) Because of the difficulty of measuring economic losses to the Company Group as a result of a breach or threatened breach of the covenants set forth in Section 9 and in this Section 10, and because of the immediate and irreparable damage that would be caused to the members of the Company Group for which they would have no other adequate remedy, the Company and each other member of the Company Group shall be entitled to enforce the foregoing covenants, in the event of a breach or threatened breach, by injunctions and restraining orders from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall not be the Company's or any other member of the Company Group's exclusive remedy for a breach but instead shall be in addition to all other rights and remedies available to the Company and each other member of the Company Group at law and equity.

(d) The covenants in this Section 10, and each provision and portion hereof, are severable and separate, and the unenforceability of any specific covenant (or portion thereof) shall not affect the provisions of any other covenant (or portion thereof). Moreover, in the event any arbitrator or court of competent jurisdiction shall determine that the scope, time or territorial restrictions set forth are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent which such arbitrator or court deems reasonable, and this Agreement shall thereby be reformed.

(e) The following terms shall have the following meanings:

(i) "**Competing Business**" shall mean any person, business or other enterprise or entity that engages in: (A) with respect to the Employment Period, any midstream business (natural gas and oil gathering and processing) in which the Company Group is currently engaged and any other line of business in which the Company Group engages during the Employment Period, and (B) with respect to the period after expiration of the Employment Period, any line of business in which the Company Group was engaged as of the expiration of the Employment Period and any line of business under active consideration by the Board as of the expiration of the Employment Period, in each case, within the Geographic Scope.

(ii) "**Geographic Scope**" shall mean a two hundred fifty (250)-mile radius of the location of the Company Group field operations.

(iii) "**Prohibited Period**" shall mean the period during which Employee is employed by any member of the Company Group and continuing for a period of twelve (12) months following the date that Employee is no longer employed by any member of the Company Group.

11. **Ownership of Intellectual Property.** Employee agrees that the Company shall own, and Employee shall (and hereby does) assign, all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information authored, created, contributed to, made or conceived or reduced to practice, in whole or in part, by Employee during the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group that either (a) relate, at the time of conception, reduction to practice, creation, derivation or development, to any member of the Company Group's businesses or actual or anticipated research or development, or (b) were developed on any amount of the Company's or any other member of the Company Group's time or with the use of any member of the Company Group's equipment, supplies, facilities or trade secret information (all of the foregoing collectively referred to herein as "**Company Intellectual Property**"), and Employee shall promptly disclose all Company Intellectual Property to the Company. All of Employee's works of authorship and associated copyrights created during the period in which Employee is employed by or affiliated with the Company or any member of the Company Group and in the scope of Employee's employment shall be deemed to be "works made for hire" within the meaning of the Copyright Act. Employee shall perform, during and after the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group, all reasonable acts deemed necessary by the Company to assist the Company Group, at the Company's expense, in obtaining and enforcing its rights throughout the world in the Company Intellectual Property. Such acts may include execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Company Intellectual Property.

12. **Arbitration**.

(a) Subject to Section 12(b), any dispute, controversy or claim between Employee and the Company arising out of or relating to this Agreement or Employee's employment with the Company will be finally settled by arbitration in Houston, Texas in accordance with the then-existing American Arbitration Association ("**AAA**") Employment Arbitration Rules. The arbitration award shall be final and binding on both parties. Any arbitration conducted under this Section 12 shall be heard by a single arbitrator (the "**Arbitrator**") selected in accordance with the then-applicable rules of the AAA. With the exception of the initial AAA filing fee, all other fees of the AAA and the Arbitrator shall be paid exclusively by the Company. The Arbitrator shall expeditiously hear and decide all matters concerning the dispute. Except as expressly provided to the contrary in this Agreement, the Arbitrator shall have the power to (i) gather such materials, information, testimony and evidence as the Arbitrator deems relevant to the dispute before him or her (and each party will provide such materials, information, testimony and evidence requested by the Arbitrator), and (ii) grant injunctive relief and enforce

specific performance. The decision of the Arbitrator shall be reasoned, rendered in writing, be final and binding upon the disputing parties and the parties agree that judgment upon the award may be entered by any court of competent jurisdiction.

(b) Notwithstanding Section 12(a), either party may make a timely application for, and obtain, judicial emergency or temporary injunctive relief to enforce any of the provisions of Sections 9 through 11; *provided*, *however*, that the remainder of any such dispute (beyond the application for emergency or temporary injunctive relief) shall be subject to arbitration under this Section 12.

(c) By entering into this Agreement and entering into the arbitration provisions of this Section 12, THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVING THEIR RIGHTS TO A JURY TRIAL.

(d) Nothing in this Section 12 shall prohibit a party to this Agreement from (i) instituting litigation to enforce any arbitration award, or (ii) joining the other party to this Agreement in a litigation initiated by a person or entity that is not a party to this Agreement.

13. **Defense of Claims**. During the Employment Period and thereafter, upon request from the Company, Employee shall make reasonable efforts to cooperate with the Company Group in the defense of any claims or actions that may be made by or against any member of the Company Group that relate to Employee's actual or prior areas of responsibility.

14. **Withholdings; Deductions**. The Company may withhold and deduct from any benefits and payments made or to be made pursuant to this Agreement (a) all federal, state, local and other taxes as may be required pursuant to any law or governmental regulation or ruling and (b) any deductions consented to in advance in writing by Employee.

15. **Title and Headings; Construction**. Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define or otherwise affect the provisions hereof. Any and all Exhibits or Attachments referred to in this Agreement are, by such reference, incorporated herein and made a part hereof for all purposes. Unless the context requires otherwise, all references herein to an agreement, instrument or other document shall be deemed to refer to such agreement, instrument or other document as amended, supplemented, modified and restated from time to time to the extent permitted by the provisions thereof. All references to "dollars" or "$" in this Agreement refer to United States dollars. The words "herein", "hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Agreement, including all Exhibits attached hereto, and not to any particular provision hereof. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely. All references to "including" shall be construed as meaning "including without limitation." Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties hereto.

16. **Applicable Law; Submission to Jurisdiction**. This Agreement shall in all respects be construed according to the laws of the State of Delaware without regard to its conflict of laws principles that would result in the application of the laws of another jurisdiction. With respect to any claim or dispute related to or arising under this Agreement, the parties hereby consent to the arbitration provisions of Section 12 and recognize and agree that should any resort to a court be necessary and permitted under this Agreement, then they consent to the jurisdiction, forum and venue of the state and federal courts (as applicable) located in Houston, Texas.

17. **Entire Agreement and Amendment**. This Agreement, the Term Sheet, and the Equity Documents (which will supersede the Term Sheet once finalized) contain the entire agreement of the parties with respect to the matters covered herein and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties hereto concerning the subject matter hereof; provided that, notwithstanding anything to the contrary in the foregoing, the ***Attorneys' Fees*** section of the Term Sheet shall remain in full force and effect following execution of this Agreement. This Agreement may be amended only by a written instrument executed by both parties hereto.

18. **Waiver of Breach**. Any waiver of this Agreement must be executed by the party to be bound by such waiver. No waiver by either party hereto of a breach of any provision of this Agreement by the other party, or of compliance with any condition or provision of this Agreement to be performed by such other party, will operate or be construed as a waiver of any subsequent breach by such other party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of either party hereto to take any action by reason of any breach will not deprive such party of the right to take action at any time.

19. **Assignment**. This Agreement is personal to Employee, and neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferred by Employee. The Company may assign this Agreement without Employee's consent to any member of the Company Group and to any successor (whether by merger, purchase or otherwise) to all or substantially all of the equity, assets or businesses of the Company.

20. **Notices**. Notices provided for in this Agreement shall be in writing and shall be deemed to have been duly received (a) when delivered in person, (b) when sent by facsimile transmission (with confirmation of transmission) on a Business Day to the number set forth below, if applicable; *provided*, *however*, that if a notice is sent by facsimile transmission after normal business hours of the recipient or on a non-Business Day, then it shall be deemed to have been received on the next Business Day after it is sent, (c) on the first Business Day after such notice is sent by express overnight courier service, or (d) on the second Business Day following deposit with an internationally-recognized second-day courier service with proof of receipt maintained, in each case, to the following address, as applicable:

If to the Company, addressed to:

Blue Mountain Midstream LLC
At the Company's headquarters.

If to Employee, addressed to:

Greg Harper
At the address set forth in the Company's records.

21. **Counterparts**. This Agreement may be executed in any number of counterparts, including by electronic mail or facsimile, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party, but together signed by both parties hereto.

22. **Deemed Resignations**. Except as otherwise determined by the Board or as otherwise agreed to in writing by Employee and any member of the Company Group prior to the termination of Employee's employment with the Company or any member of the Company Group, any termination of Employee's employment shall constitute, as applicable, an automatic resignation of Employee: (a) as an officer of the Company and each member of the Company Group; (b) from the Board; and (c) from the board of directors or board of managers (or similar governing body) of any member of the Company Group and from the board of directors or board of managers (or similar governing body) of any corporation, limited liability entity, unlimited liability entity or other entity in which any member of the Company Group holds an equity interest and with respect to which board of directors or board of managers (or similar governing body) Employee serves as such Company Group member's designee or other representative.

23. **Section 409A.**

(a) Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the applicable Treasury regulations and administrative guidance issued thereunder (collectively, "**Section 409A**") or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of Employee's employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A.

(b) To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Agreement constitutes nonqualified deferred compensation (within the meaning of Section 409A), (i) any such expense reimbursement shall be made by the Company no later than the last day of the taxable year following the taxable year in which such expense was incurred by Employee, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; *provided*, that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period in which the arrangement is in effect.

(c) Notwithstanding any provision in this Agreement to the contrary, if any payment or benefit provided for herein would be subject to additional taxes and interest under Section 409A if Employee's receipt of such payment or benefit is not delayed until the earlier of (i) the date of Employee's death or (ii) the date that is six (6) months after the Termination Date (such date, the "**Section 409A Payment Date**"), then such payment or benefit shall not be provided to Employee (or Employee's estate, if applicable) until the Section 409A Payment Date. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall any member of the Company Group be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Section 409A.

24. **Certain Excise Taxes**. Notwithstanding anything to the contrary in this Agreement, if Employee is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the payments and benefits provided for in this Agreement, together with any other payments and benefits which Employee has the right to receive from the Company or any of its affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for in this Agreement shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by Employee from the Company or any of its affiliates shall be one dollar ($1.00) less than three times Employee's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Employee shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to Employee (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The reduction of payments and benefits hereunder, if applicable, shall be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in-kind hereunder in a similar order. The determination as to whether any such reduction in the amount of the payments and benefits provided hereunder is necessary shall be made by the Company in good faith. If a reduced payment or benefit is made or provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from the Company or any of its affiliates used in determining if a "parachute payment" exists, exceeds one dollar ($1.00) less than three times Employee's base amount, then Employee shall immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this Section 24 shall require the Company to be responsible for, or have any liability or obligation with respect to, Employee's excise tax liabilities under Section 4999 of the Code.

25. **Clawback**. To the extent required by applicable law or any applicable securities exchange listing standards, or as otherwise determined by the Board (or a committee thereof), amounts paid or payable under this Agreement shall be subject to the provisions of any applicable clawback policies or procedures adopted by the Company, which clawback policies or procedures may provide for forfeiture and/or recoupment of incentive amounts paid or payable under this Agreement, but only to the extent that such clawback policies or procedures are consistent with those applicable to all other executive officers and directors of the Company Group. Notwithstanding any provision of this Agreement to the contrary, the Company reserves

the right, without the consent of Employee, to adopt any such clawback policies and procedures, including such policies and procedures applicable to this Agreement with retroactive effect; provided, however, that the Company shall provide written notice to Employee of any such change in clawback policies or procedures before, or promptly after, they become effective.

26. **Indemnification**. During the Employment Period, the Employee shall be afforded the full protection of the indemnification and coverage as an insured under directors and officers liability insurance generally available to officers under the Company's bylaws (as in effect from time to time) which protection shall survive any expiration or other termination of this Agreement and any termination of Employee's employment in accordance with the terms of the applicable documents.

27. **Effect of Termination**. The provisions of Sections 7, 9-14, 22 and 25-26 and those provisions necessary to interpret and enforce them, shall survive any termination of this Agreement and any termination of the employment relationship between Employee and the Company.

28. **Third-Party Beneficiaries**. Each member of the Company Group that is not a signatory to this Agreement shall be a third-party beneficiary of Employee's obligations under Sections 8, 9, 10, 11 and 12 and shall be entitled to enforce such obligations as if a party hereto.

29. **Severability**. If an arbitrator or court of competent jurisdiction determines that any provision of this Agreement (or portion thereof) is invalid or unenforceable, then the invalidity or unenforceability of that provision (or portion thereof) shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect.

[Remainder of Page Intentionally Blank;
Signature Page Follows]

IN WITNESS WHEREOF, Employee and the Company each have caused this Agreement to be executed and effective as of the Effective Date.

EMPLOYEE

/s/ Greg Harper
Greg Harper

BLUE MOUNTAIN MIDSTREAM LLC

By: /s/ Mark Ellis
Name: Mark Ellis
Title: President and Chief Executive Officer

EXHIBIT A

Member of the board of Sprague Operating Resources LLC

EXHIBIT B

Form of Award Agreement
(Time-Vesting)

EXHIBIT C

Form of Award Agreement
(Performance-Vesting)

EXHIBIT D

Form of Release

RELEASE AGREEMENT[1]

This RELEASE AGREEMENT (this "Agreement") is made this , 20[ ], by and between Blue Mountain Midstream LLC, a Delaware limited liability company (including its successors and assigns, the "Company"), and Greg Harper ("Employee").

1. Release.

(a) In consideration of the payments and benefits (collectively, the "Severance") to be provided by the Company pursuant to the Employment Agreement dated March 29, 2018, by and between the Company and Employee (the "Employment Agreement"), Employee waives any claims he may have for employment by the Company and agrees not to seek such employment or reemployment by the Company in the future. Further, in consideration of the payments and benefits to be provided by the Company pursuant to the Employment Agreement, Employee, on behalf of himself and his heirs, executors, administrators, devisees, successors and assigns, knowingly and voluntarily releases, remises and forever discharges the Company and its parents, subsidiaries or affiliates, together with each of their current and former principals, officers, owners, directors, shareholders, direct and indirect owners, agents, representatives and employees, members, attorneys, insurers and benefit plans, and each of their heirs, executors, successors and assigns (collectively, the "Releasees"), from any and all debts, demands, actions, causes of action, accounts, covenants, contracts, agreements, claims, damages, losses, omissions, promises and any and all claims and liabilities whatsoever, of every name and nature, known or unknown, suspected or unsuspected, both in law and equity ("Claims"), which Employee ever had, now has or may hereafter claim to have against the Releasees by reason of any matter or cause whatsoever arising from the beginning of time to the time he signs this Agreement (the "General Release"). This General Release of Claims shall apply to any Claim of any type, including, without limitation, any and all Claims of any type that Employee may have arising under the common law, under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Older Workers Benefit Protection Act, the Americans With Disabilities Act of 1967, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act of 1974, and the Sarbanes-Oxley Act of 2002, each as amended, and any other federal, state or local statutes, regulations, ordinances or common law, or under any policy, agreement, contract, understanding or promise, written or oral, formal or informal, between any of the Releasees and Employee, and shall further apply, without limitation, to any and all Claims (i) in connection with, related to or arising out of Employee's employment relationship, or the termination of his employment, with the Company; (ii) arising from or in any way related to any agreement with any of the Releasees; and/or (iii) arising from or in any way related to awards, policies, plans, programs or practices of any of the Releasees that may apply to Employee or in which Employee participates.

(b) Employee understands that the Severance represents, in part, consideration for signing this Release Agreement and is not salary, wages or benefits to which he is already entitled. Employee acknowledges and represents that he has received all payments and benefits that he is entitled to receive (as of the date hereof) by virtue of any employment by the Company. Employee acknowledge that his entitlement to the Severance is subject to his compliance with Sections 9, 10 and 11 of the Employment Agreement, which expressly survive the date of termination of his employment with the Company.

[1] Note to Draft: Subject to such updates as are necessary to account for changes in applicable law.

(c) For the purpose of implementing a full and complete release, Employee understands and agrees that this Agreement is intended to include all Claims, if any, which Employee or his heirs, executors, devisees, successors and assigns may have and which Employee does not now know or suspect to exist in his favor against the Releasees, from the beginning of time until the time he signs this Agreement, and this Agreement extinguishes those claims.

(d) In consideration of the promises of the Company set forth in the Employment Agreement, Employee hereby releases and discharges the Releasees from any and all Claims that Employee may have against the Releasees arising under the Age Discrimination Employment Act of 1967, as amended, and the applicable rules and regulations promulgated thereunder ("ADEA"). Employee acknowledges that he understands that the ADEA is a federal statute that prohibits discrimination on the basis of age in employment, benefits and benefit plans. Employee also understands that, by signing and not revoking this Agreement, he is waiving all Claims against any and all of the Releasees.

(e) Employee understands that he may later discover Claims or facts that may be different than, or in addition to, those which Employee now knows or believes to exist with regard to the subject matter of the General Release, and which, if known at the time of executing this Agreement, may have materially affected the General Release or Employee's decision to enter into it. Employee hereby waives any right or Claim that might arise as a result of such different or additional Claims or facts.

(f) This General Release shall not apply to (i) any claim or cause of action that cannot legally be waived by private agreement between Employee and the Company, including any Claims for workers' compensation or unemployment insurance, (ii) any claim or cause of action to enforce any of Employee's rights under the Employment Agreement, (iii) any rights Employee may have under equity award agreements between Employee and the Company, (iv) any rights to indemnification from the Company that Employee may have, (v) any rights Employee may have under directors and officers insurance policies and rights or claims of contribution or advancement of expenses; (vi) any benefit to which Employee is entitled under any tax qualified pension plan of the Company or its affiliates, (vii) COBRA continuation coverage benefits, and (viii) vested benefits under welfare or other benefit plans of the Company or its affiliates. Nothing in this Agreement is intended to prohibit or restrict Employee's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission or any other local, state, or federal administrative body or government agency; provided, however, that Employee hereby waives the right to recover any monetary damages or other relief against any Releasees to the fullest extent permitted by law, excepting any benefit or remedy to which Employee is or becomes entitled to pursuant to Section 922 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

(g) Employee represents that Employee has made no assignment or transfer of any right or Claim covered by this Agreement, and Employee agrees that he is not aware of any such right or Claim.

2. Consultation with Attorney; Voluntary Agreement. The Company advises Employee to consult with an attorney of his choosing prior to signing this Agreement. Employee understands and agrees that he has the right, and has been given the opportunity, to review this Agreement and, specifically, the General Release in Section 1 above, with an attorney. Employee also understands and agrees that he is under no obligation to consent to the General Release set forth in Section 1 above. Employee acknowledges and agrees that the payments to be made to Employee pursuant to the Employment Agreement are sufficient consideration to require him to abide with his obligations under this Agreement, including, but not limited to, the General Release set forth in Section 1. Employee represents that he has read this Agreement, including the General Release set forth in Section 1, and understands its terms and that he enters into this Agreement freely, voluntarily, and without coercion and for good and valuable consideration to which he would not otherwise be entitled.

3. Effective Date; Revocation. Employee acknowledges and represents that he has been given at least [twenty-one (21)][forty-five (45)] days during which to review and consider the provisions of this Agreement and, specifically, the General Release set forth in Section 1 above. Employee further acknowledges and represents that he has been advised by the Company that he has the right to revoke this Agreement for a period of seven (7) days after signing it. Employee acknowledges and agrees that, if he wishes to revoke this Agreement, he must do so in a writing, signed by him and received by the Company no later than 5:00 p.m. Eastern Time on the seventh (7^{th}) day of the revocation period. If no such revocation occurs, the General Release and this Agreement shall become effective on the eighth (8^{th}) day following his execution of this Agreement.

4. Survival. Sections 7, 9-14, 22 and 25-26 of the Employment Agreement shall survive Employee's execution of this Agreement, and where relevant, references in such paragraphs to the Employment Agreement shall be deemed references to this Agreement.

5. Severability. In the event that any one or more of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision of this Agreement is invalid, illegal or unenforceable, this Agreement shall be enforceable as closely as possible to its original intent, which is to provide the Releasees with a full release of all legally releasable Claims through the date upon which Employee signs this Agreement.

6. Waiver. No waiver by either party of any breach by the other party of any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of any other provision or condition at the time or at any prior or subsequent time.

7. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without reference to its choice of law rules.

8. Waiver of Jury Trial. EMPLOYEE ACKNOWLEDGES THAT, BY SIGNING THIS AGREEMENT, EMPLOYEE IS WAIVING ANY RIGHT THAT EMPLOYEE MAY HAVE TO A JURY TRIAL OR A COURT TRIAL RELATED TO THIS AGREEMENT.

9. No Strict Construction. The language used in this Agreement will be deemed to be the language mutually chosen by the parties to reflect their mutual intent, and no doctrine of strict construction will be applied against any party.

10. No Admission of Liability. Nothing herein will be deemed or construed to represent an admission by the Company or the Releasees of any violation of law or other wrongdoing of any kind whatsoever.

11. Third-Party Beneficiaries. The Releasees are intended third-party beneficiaries of this Agreement, and this Agreement may be enforced by each of them in accordance with the terms hereof in respect of the rights granted to such Releasees hereunder.

NOT TO BE SIGNED PRIOR TO THE LAST DAY OF EMPLOYMENT

By: _____
Greg Harper

Date: _____

FORM OF
PERFORMANCE-VESTING SECURITY UNIT AGREEMENT
PURSUANT TO THE
BLUE MOUNTAIN MIDSTREAM LLC 2018 OMNIBUS INCENTIVE PLAN

*** * * * ***

Participant:_____

Grant Date:_____

Target Number of Performance-Vesting Security Units ("PSUs") Granted ("Target PSUs"):_____

Maximum Number of Units Issuable Hereunder:_____

*** * * * ***

THIS PERFORMANCE-VESTING SECURITY UNIT AWARD AGREEMENT (this "Agreement"), dated as of the Grant Date specified above, is entered into by and between Blue Mountain Midstream LLC, a Delaware limited liability company (the "Company"), and the Participant specified above, pursuant to the Blue Mountain Midstream LLC 2018 Omnibus Incentive Plan, as in effect and as amended from time to time (the "Plan"), which is administered by the Committee; and

WHEREAS, it has been determined that it would be in the best interests of the Company to grant the PSUs provided herein to the Participant, as permitted under Article VIII of the Plan, subject to the terms and conditions contained herein and in the Plan.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the parties hereto hereby mutually covenant and agree as follows:

1. **Incorporation By Reference; Plan Document Receipt**. This Agreement is subject in all respects to the terms and provisions of the Plan (including, without limitation, any amendments thereto adopted at any time and from time to time unless such amendments are expressly intended not to apply to the Award provided hereunder), all of which terms and provisions are made a part of and incorporated in this Agreement as if they were each expressly set forth herein. Except as provided otherwise herein, any capitalized term not defined in this Agreement shall have the same meaning as is ascribed thereto in the Plan. The Participant hereby acknowledges receipt of a true copy of the Plan and that the Participant has read the Plan carefully and fully understands its content. In the event of any conflict between the terms of this Agreement and the terms of the Plan, the terms of this Agreement shall control.

2. **Grant of Performance-Vesting Security Unit Award**. The Company hereby grants to the Participant, as of the Grant Date specified above, the number of Target PSUs specified above. Except as otherwise provided by the Plan, the Participant agrees and understands that nothing contained in this Agreement provides, or is intended to provide, the Participant with any protection against potential future dilution of the Participant's interest in the Company for any reason, and no adjustments shall be made for dividends in cash or other property, distributions or other rights in respect of the Units underlying the PSUs, except as otherwise specifically provided for in the Plan or this Agreement.

3. **Vesting; Forfeiture**.

(a) General. Subject to the provisions of Sections 3(b) and 3(c) hereof, up to 200% of the Target PSUs subject to this Award shall vest upon the earlier of (x) the third anniversary of the Participant's commencement of employment with the Company on April 2, 2018 (the "Start Date") and (y) the consummation of a Change in Control (as applicable, the "Wind Up Date"), provided that the Participant has not incurred a Termination prior to the Wind Up Date. The percentage of the Target PSUs that vests as of the Wind Up Date (if any) shall be determined in accordance with Section 3(a)(i) below.

(i) Vesting Generally. The percentage of the Target PSUs that vests upon the occurrence of the Wind Up Date shall, subject to Section 3(a)(iii) below, be determined as follows:

(A) 0% of the Target PSUs shall vest if the Total Proceeds are less than $1,000,000 as of the Wind Up Date, and the entire Award shall automatically be forfeited for no consideration on the Wind Up Date;

(B) 50% of the Target PSUs shall vest if the Total Proceeds equal at least $1,000,000,000 as of the Wind Up Date;

(C) 100% of the Target PSUs shall vest if the Total Proceeds equal at least $1,250,000,000 as of the Wind Up Date;

(D) 150% of the Target PSUs shall vest if the Total Proceeds equal at least $1,500,000,000 as of the Wind Up Date; and

(E) 200% of the Target PSUs shall vest if the Total Proceeds equal or exceed $1,750,000,000 as of the Wind Up Date.

Notwithstanding anything to the contrary in the foregoing, in the event of any contribution (whether in cash, property or a combination thereof) to the capital of the Company following the Grant Date, the Board shall equitably adjust the vesting thresholds set forth above. For purposes of this Agreement, the PSUs that vest in accordance with the schedule set forth above (if any) shall be the "Vested PSUs".

(ii) Determination of Vesting. For the avoidance of doubt, in no event shall more than 200% of the Target PSUs vest, even if the Total Proceeds exceed $1,750,000,000 as of the Wind Up Date. If the amount of Total Proceeds is in between any two thresholds set forth in Section 3(a)(i) above, the percentage of the Target PSUs that vests shall be determined using straight-line interpolation (*e.g.*, if the Total Proceeds equal $1,625,000,000, 175% of the Target PSUs shall vest). Any PSUs that are not Vested PSUs as of the Wind Up Date shall automatically be forfeited for no consideration on the Wind Up Date.

(iii) Additional Change in Control Conditions. Notwithstanding anything to the contrary in the foregoing, in the event that the Wind Up Date occurs due to the consummation of a Change in Control, and the Participant has not incurred a Termination as of such Wind Up Date, the Board, in its sole discretion, may, in a manner that complies with Code Section 409A (to the extent applicable), subject up to twenty-five (25%) percent of the Vested PSUs (determined in accordance with Section 3(a)(i) above) to additional time-based vesting conditions until the earlier of (A) the six (6)-month anniversary of the Wind Up Date and (B) the date of the Participant's Good Leaver Termination (as defined below) (the "CIC Vesting Treatment"). The terms and conditions of the CIC Vesting Treatment shall be determined by the Board at or prior to the time of the Change in Control.

(b) Good Leaver Termination. In the event of the Participant's Termination (i) due to the Participant's death or Disability, (ii) by the Company or other employing Affiliate without Cause or (iii) by the Participant for Good Reason (each, a "Good Leaver Termination"), in each case, prior to the Wind Up Date, subject to the Participant's (or the Participant's estate's) execution and non-revocation of a general release of claims in favor of the Company (in the same form as the release attached to the Participant's employment agreement, if any) within fifty-two (52) days of such Good Leaver Termination, a pro-rata portion of the Target PSUs shall remain outstanding following such Good Leaver Termination and shall be eligible to vest upon the Wind Up Date based on satisfaction of the conditions set forth in Section 3(a)(i) above, with such pro-rata portion calculated by multiplying the number of Target PSUs by a fraction, (A) the numerator of which is the number of days that the Participant was employed with the Company or any of its Subsidiaries from the Start Date until the date of such Good Leaver Termination and (B) the denominator of which is one thousand and ninety-six (1,096) (the "Contingent PSUs"). Any Target PSUs that do not become Contingent PSUs (the "Tail Period PSUs") shall remain outstanding for the three (3) month period immediately following the Participant's Good Leaver Termination (the "Tail Period"), and in the event a Change in Control occurs during the Tail Period, all of the Target PSUs (including the Tail Period PSUs) shall be eligible to vest as of the date of such Change in Control based on satisfaction of the conditions set forth in Section 3(a)(i) above. Any Contingent PSUs or Tail Period PSUs that do not vest upon consummation of a Change in Control as a result of failing to satisfy the conditions set forth in Section 3(a)(i) above shall be forfeited immediately as of the Change in Control. If a Change in Control does not occur during the Tail Period, all of the Tail Period PSUs shall be forfeited immediately as of the end of the Tail Period. For the avoidance of doubt, if the third anniversary of the Start Date occurs during the Tail Period, thereby triggering the Wind Up Date, the Tail Period PSUs shall not be eligible to vest and shall be forfeited immediately as of such Wind Up Date.

(c) Committee Discretion to Accelerate Vesting. In addition to the foregoing, the Committee may, in its sole discretion, accelerate vesting of the PSUs at any time and for any reason.

(d) Forfeiture. Subject to the terms of this Section 3, all unvested PSUs shall be forfeited immediately upon the Participant's Termination for any reason or no reason.

4. **Delivery of Units**.

(a) General. Subject to Section 4(b) below, within sixty (60) days following the date on which the applicable PSUs become Vested PSUs (whether on the Wind Up Date or, if applicable, a later date in connection with the CIC Vesting Treatment), the Participant shall receive (i) the number of Units that corresponds to the number of such Vested PSUs, (ii) cash in an amount equal to the aggregate Fair Market Value of the Units underlying such Vested PSUs, with such Fair Market Value determined as of the Wind Up Date, or (iii) some combination of the foregoing, as determined by the Committee in its sole discretion.

(b) Blackout Periods. If the Participant is subject to any Company "blackout" policy or other trading restriction imposed by the Company on the date a distribution of Units would otherwise be made pursuant to Section 4(a) hereof, such distribution shall be instead made on the earlier of (i) the date that the Participant is not subject to any such policy or restriction and (ii) the later of (A) the end of the calendar year in which such distribution would otherwise have been made and (B) a date that is immediately prior to the expiration of two and one-half months following the date such distribution would otherwise have been made hereunder.

5. **Appraisal Right**. If the Participant, in good faith, disagrees with the Board's determination of (a) the Total Proceeds (or any component thereof) or (b) the Fair Market Value of the Units (exclusively limited to the Board's determination pursuant to clause (b) of the definition of Fair Market Value in the Plan) (the "Unit FMV") (as applicable, the "Disputed Value"), the Participant may request that the Board's determination be reviewed by a mutually acceptable nationally recognized valuation firm (the "Appraiser"), taking into account relevant factors in accordance with applicable law (including applicable tax rules) (the "Appraisal"). The Participant shall have sixty (60) calendar days from the date on which the Company provides the Participant with the Board's determination to provide the Company with written notice of such dispute (the "Dispute Notice"), which Dispute Notice shall include an acknowledgement of the Participant's potential responsibility for fees and expenses payable pursuant to this dispute provision. If the Participant provides the Company with a Dispute Notice, the Company and the Participant shall work together in good faith to resolve the issues in dispute. If the Company and the Participant are unable to resolve all such disputed issues within ten (10) business days following the Company's receipt of the Dispute Notice, the Participant may request the Appraisal. Any determination of the Appraiser pursuant to the foregoing provisions shall be a final and binding determination of the Disputed Value on the Participant and the Company. If such Appraiser's determination of the Disputed Value is less than or equal to 110% of the Total Proceeds or the Unit FMV determined by the Board, all costs and expenses associated with the Appraisal shall be borne by the Participant up to a maximum of $250,000 in the aggregate, with the remaining costs and expenses borne by the Company. If the Appraiser's determination of the Disputed Value is more than 110% of the Total Proceeds or the Unit FMV determined by the Board, all costs and expenses associated with the Appraisal shall be borne by the Company. If the Appraisal with respect to the Total Proceeds results in a greater number of Vested PSUs pursuant to Section 3(a)(i) above, the additional Vested PSUs shall be settled in accordance with Section 4(a) within thirty (30) days of the Appraisal completion date, subject to the terms and

conditions of the CIC Vesting Treatment, if imposed. If the Appraisal with respect to the Unit FMV results in a greater cash amount payable in respect of the Vested PSUs pursuant to Section 4(a)(ii) or Section 4(a)(iii) above, the additional cash amount shall be paid to the Participant within forty-five (45) days of the Appraisal completion date.

6. **Dividend Equivalent Rights; Rights as a Unitholder**. Cash dividends on the number of Units issuable hereunder shall be credited to a dividend book entry account on behalf of the Participant with respect to each PSU granted to the Participant, provided that such cash dividends shall not be deemed to be reinvested in Units and shall be held uninvested and without interest and paid in cash at the same time that the Units underlying the PSUs are delivered to the Participant in accordance with Section 4 hereof. Equity or property dividends on Units shall be credited to a dividend book entry account on behalf of the Participant with respect to each PSU granted to the Participant, provided that such equity or property dividends shall be paid in (i) Units, (ii) in the case of a spin-off, equity of the entity that is spun-off from the Company, or (iii) other property in the same form as is applicable to Unit holders, as applicable and in each case, at the same time that the Units underlying the PSUs are delivered to the Participant in accordance with Section 4 hereof. Except as otherwise provided herein, the Participant shall have no rights as a unitholder with respect to any Units covered by any PSU unless and until the Participant has become the holder of record of such Units.

7. **Certain Definitions**.

(a) "Equity Value" means the equity value of the Company determined as follows:

(i) if the Wind Up Date is the third anniversary of the Start Date, (A) the aggregate value of 100% of the Company's (or it's successor's) equity securities, as determined using the trailing 30-day volume-weighted average price for the Company's (or its successor's) equity securities, if the Company (or its successor) is publicly traded as of the Wind Up Date, or (B) the aggregate value of 100% of the Company's (or it's successor's) equity securities, as determined by the Board in good faith, if the Company (or its successor) is not publicly traded as of the Wind Up Date; and

(ii) if the Wind Up Date is a Change in Control, the sum of (A) the aggregate cash proceeds, and (B) the aggregate Fair Market Value of any non-cash consideration (as determined by the Board in good faith), in each case, received by the Company's equity holders in connection with the Change in Control. Equity Value shall exclude any holdbacks, escrows and/or contingent payments (the "Contingent Payments") unless and until actually paid to the Company's equity holders. If payment of the Contingent Payments results in a greater number of Vested PSUs pursuant to Section 3(a)(i) above, the additional Vested PSUs shall be settled in accordance with Section 4(a) within thirty (30) days of the relevant Contingent Payment date, subject to the terms and conditions of the CIC Vesting Treatment, if imposed. If less than 100% of the equity securities or assets of the Company are sold in such Change in Control, then the Board shall determine the Equity Value in good faith, using extrapolation where applicable.

(b) "Total Proceeds" means, without duplication, the sum of (i) the Equity Value on the Wind Up Date, and (ii) the aggregate amount distributed (but excluding distributions of Company equity securities) to the Company's equity holders from the Start Date until the Wind Up Date.

8. **Non-Transferability**. No portion of the PSUs may be sold, assigned, transferred, encumbered, hypothecated or pledged by the Participant, other than to the Company as a result of forfeiture of the PSUs as provided herein.

9. **Governing Law**. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to the choice of law principles thereof.

10. **Withholding of Tax; Section 409A**.

(a) The Participant agrees and acknowledges that the Company shall have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy any federal, state, local and foreign taxes of any kind (including, but not limited to, the Participant's FICA and SDI obligations) which the Company, in its good faith discretion, deems necessary to be withheld or remitted to comply with the Code and/or any other applicable law, rule or regulation with respect to the PSUs, and if the withholding requirement cannot be satisfied, the Company may otherwise refuse to issue or transfer any Units otherwise required to be issued pursuant to this Agreement. Without limiting the foregoing, the Company, in its sole discretion, may withhold Units otherwise deliverable to the Participant hereunder with an aggregate Fair Market Value equal up to the Participant's total income and employment taxes imposed as a result of the vesting and/or settlement of the PSUs, but only to the extent permitted by applicable accounting rules so as not to affect accounting treatment.

(b) The intent of the parties is that the PSUs granted hereunder comply with Code Section 409A, and accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. However, in no event whatsoever shall the Company be liable for any additional tax, interest or penalty that may be imposed on the Participant by Code Section 409A or damages for failing to comply with Code Section 409A.

(c) As noted above, a termination of service shall not be deemed to have occurred for purposes of this Agreement unless such termination is also a "separation from service" within the meaning of Code Section 409A, and for purposes of any such provision of this Agreement, references to a "termination," "termination of service" or like terms shall mean "separation from service." Notwithstanding anything to the contrary in this Agreement, if the Participant is deemed on the date of termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then payment of cash and/or delivery of Units in respect of the Vested PSUs pursuant to Section 4 shall not be made until the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" of the Participant, and (ii) the date of the Participant's death, to the extent required under Code Section 409A. Upon the expiration of the foregoing delay period, the payment of cash and/or delivery of Units in respect of the Vested PSUs delayed pursuant to this Section 10(c) shall be made in one installment.

(d) Whenever a payment of cash and/or delivery of Units under this Agreement is to occur within a period of a number of days, the actual date of payment of cash and/or delivery of Units within the specified period shall be within the sole discretion of the Company.

(e) Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment of cash and/or delivery of Units under this Agreement that constitutes "nonqualified deferred compensation" for purposes of Code Section 409A be subject to offset by any other amount unless otherwise permitted by Code Section 409A.

11. **Legend**. The Company may at any time place legends referencing any applicable federal, state or foreign securities law restrictions on all certificates, if any, representing Units issued pursuant to this Agreement. The Participant shall, at the request of the Company, promptly present to the Company any and all certificates, if any, representing Units acquired pursuant to this Agreement in the possession of the Participant in order to carry out the provisions of this Section 11.

12. **Securities Representations**. This Agreement is being entered into by the Company in reliance upon the following express representations and warranties of the Participant. The Participant hereby acknowledges, represents and warrants that:

(a) The Participant has been advised that the Participant may be an "affiliate" within the meaning of Rule 144 under the Securities Act and in this connection the Company is relying in part on the Participant's representations set forth in this Section 12.

(b) If the Participant is deemed an affiliate within the meaning of Rule 144 of the Securities Act, the Units issuable hereunder must be held indefinitely unless an exemption from any applicable resale restrictions is available or the Company files an additional registration statement (or a "re-offer prospectus") with regard to such Units and the Company is under no obligation to register such Units (or to file a "re-offer prospectus").

(c) If the Participant is deemed an affiliate within the meaning of Rule 144 of the Securities Act, the Participant understands that (i) the exemption from registration under Rule 144 shall not be available unless (A) a public trading market then exists for the Units, (B) adequate information concerning the Company is then available to the public, and (C) other terms and conditions of Rule 144 or any exemption therefrom are complied with, and (ii) any sale of the Units issuable hereunder may be made only in limited amounts in accordance with the terms and conditions of Rule 144 or any exemption therefrom.

13. **No Waiver**. No waiver or non-action by either party hereto with respect to any breach by the other party of any provision of this Agreement shall be deemed or construed to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself.

14. **Entire Agreement; Amendment**. This Agreement, together with the Plan, contains the entire agreement between the parties hereto with respect to the subject matter contained herein, and supersedes all prior agreements or prior understandings, whether written or oral, between the parties relating to such subject matter. The Committee shall have the right, in its sole discretion, to modify or amend this Agreement from time to time in accordance with and as provided in the Plan. This Agreement may also be modified or amended by a writing signed by both the Company and the Participant. The Company shall give written notice to the Participant of any such modification or amendment of this Agreement as soon as practicable after the adoption thereof.

15. **Notices**. Any notice hereunder by the Participant shall be given to the Company in writing and such notice shall be deemed duly given only upon receipt thereof by the General Counsel of the Company. Any notice hereunder by the Company shall be given to the Participant in writing and such notice shall be deemed duly given only upon receipt thereof at such address as the Participant may have on file with the Company.

16. **No Right to Employment or Service**. Any questions as to whether and when there has been a Termination and the cause of such Termination shall be determined in the sole discretion of the Committee. Nothing in this Agreement shall interfere with or limit in any way the right of the Company, its Subsidiaries or its Affiliates to terminate the Participant's employment or service at any time, for any reason and with or without Cause.

17. **Transfer of Personal Data**. The Participant authorizes, agrees and unambiguously consents to the transmission by the Company (or any Subsidiary) of any personal data information related to the PSUs awarded under this Agreement for legitimate business purposes (including, without limitation, the administration of the Plan). This authorization and consent is freely given by the Participant.

18. **Compliance with Laws**. The grant of PSUs and the issuance of Units hereunder shall be subject to, and shall comply with, any applicable requirements of any foreign and U.S. federal and state securities laws, rules and regulations (including, without limitation, the provisions of the Securities Act, the Exchange Act and in each case any respective rules and regulations promulgated thereunder) and any other law, rule regulation or exchange requirement applicable thereto. The Company shall not be obligated to issue the PSUs or any Units pursuant to this Agreement if any such issuance would violate any such requirements. As a condition to the settlement of the PSUs, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate to evidence compliance with any applicable law or regulation.

19. **Binding Agreement; Assignment**. This Agreement shall inure to the benefit of, be binding upon, and be enforceable by the Company and its successors and assigns. The Participant shall not assign any part of this Agreement without the prior express written consent of the Company.

20. **Headings**. The titles and headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

21. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

22. **Further Assurances**. Each party hereto shall do and perform (or shall cause to be done and performed) all such further acts and shall execute and deliver all such other agreements, certificates, instruments and documents as either party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the Plan and the consummation of the transactions contemplated thereunder; provided that no such additional documents shall contain terms or conditions inconsistent with the terms and conditions of this Agreement.

23. **Severability**. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

24. **Acquired Rights**. The Participant acknowledges and agrees that: (a) the Company may terminate or amend the Plan at any time; provided that no such amendment or termination may impair the Participant's rights under this Agreement without the Participant's written consent; (b) the award of PSUs made under this Agreement is completely independent of any other award or grant and is made at the sole discretion of the Company; (c) no past grants or awards (including, without limitation, the PSUs awarded hereunder) give the Participant any right to any grants or awards in the future whatsoever; and (d) any benefits granted under this Agreement are not part of the Participant's ordinary salary, and shall not be considered as part of such salary in the event of severance, redundancy or resignation.

[Remainder of Page Intentionally Left Blank]

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

BLUE MOUNTAIN MIDSTREAM LLC

By: _____

Name: _____

Title: _____

PARTICIPANT

_____

Name: _____

FORM OF
RESTRICTED SECURITY UNIT AGREEMENT
PURSUANT TO THE
BLUE MOUNTAIN MIDSTREAM LLC 2018 OMNIBUS INCENTIVE PLAN

*** * * * ***

Participant:_____

Grant Date:_____

Number of Restricted Security Units ("RSUs") Granted:_____

*** * * * ***

THIS RESTRICTED SECURITY UNIT AWARD AGREEMENT (this "Agreement"), dated as of the Grant Date specified above, is entered into by and between Blue Mountain Midstream LLC, a Delaware limited liability company (the "Company"), and the Participant specified above, pursuant to the Blue Mountain Midstream LLC 2018 Omnibus Incentive Plan, as in effect and as amended from time to time (the "Plan"), which is administered by the Committee; and

WHEREAS, it has been determined that it would be in the best interests of the Company to grant the RSUs provided herein to the Participant, as permitted under Article IX of the Plan, subject to the terms and conditions contained herein and in the Plan.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the parties hereto hereby mutually covenant and agree as follows:

1. **Incorporation By Reference; Plan Document Receipt**. This Agreement is subject in all respects to the terms and provisions of the Plan (including, without limitation, any amendments thereto adopted at any time and from time to time unless such amendments are expressly intended not to apply to the Award provided hereunder), all of which terms and provisions are made a part of and incorporated in this Agreement as if they were each expressly set forth herein. Except as provided otherwise herein, any capitalized term not defined in this Agreement shall have the same meaning as is ascribed thereto in the Plan. The Participant hereby acknowledges receipt of a true copy of the Plan and that the Participant has read the Plan carefully and fully understands its content. In the event of any conflict between the terms of this Agreement and the terms of the Plan, the terms of this Agreement shall control.

2. **Grant of Restricted Security Unit Award**. The Company hereby grants to the Participant, as of the Grant Date specified above, the number of RSUs specified above. Except as otherwise provided by the Plan, the Participant agrees and understands that nothing contained in this Agreement provides, or is intended to provide, the Participant with any protection against potential future dilution of the Participant's interest in the Company for any reason, and no adjustments shall be made for dividends in cash or other property, distributions or other rights in respect of the Units underlying the RSUs, except as otherwise specifically provided for in the Plan or this Agreement.

3. **Vesting; Forfeiture**.

(a) Vesting Generally. Subject to the provisions of Sections 3(b) to 3(d) hereof, the RSUs subject to this Award shall vest in three substantially equal installments (33.3%, 33.3% and 33.4%, respectively) (each installment, a "Tranche") on each of the first three anniversaries of the Participant's commencement of employment with the Company on April 2, 2018 (the "Start Date") (each such anniversary, a "Vesting Date"), such that 100% of the RSUs subject to this Award shall be vested as of the third anniversary of the Start Date, provided that the Participant has not incurred a Termination prior to each Vesting Date. There shall be no proportionate or partial vesting in the periods prior to each Vesting Date and all vesting shall occur only on the appropriate Vesting Date, subject to the Participant not incurring a Termination prior to the applicable Vesting Date. The continuous employment or service of the Participant shall not be deemed interrupted, and the Participant shall not be deemed to have incurred a Termination, by reason of the transfer of the Participant's employment or service among the Company and/or its Subsidiaries and/or Affiliates.

(b) Good Leaver Termination. In the event of the Participant's Termination (i) due to the Participant's death or Disability, (ii) by the Company or other employing Affiliate without Cause or (iii) by the Participant for Good Reason (each, a "Good Leaver Termination"), in each case, prior to the earlier of the third Vesting Date or the consummation of a Change in Control, subject to the Participant's (or the Participant's estate's) execution and non-revocation of a general release of claims in favor of the Company (in the same form as the release attached to the Participant's employment agreement, if any) within fifty-two (52) days of such Good Leaver Termination, the Participant shall vest, on the date of such Good Leaver Termination, in a pro-rata portion of the then-current Tranche, with such pro-rata portion calculated by multiplying the number of RSUs subject to such Tranche by a fraction, (A) the numerator of which is the number of days that the Participant was employed with the Company or any of its Subsidiaries from the Start Date or the most recent Vesting Date, as applicable, until the date of such Good Leaver Termination and (B) the denominator of which is three hundred and sixty-five (365). Any RSUs that remain unvested after the foregoing acceleration (the "Contingent RSUs") shall remain outstanding for the three (3) month period immediately following the Participant's Good Leaver Termination (the "Tail Period"), and in the event a Change in Control occurs during the Tail Period, all of the Contingent RSUs shall vest as of the date of such Change in Control. If a Change in Control does not occur during the Tail Period, all of the Contingent RSUs shall be forfeited immediately as of the end of the Tail Period.

(c) Change in Control. All unvested RSUs shall fully vest upon the consummation of a Change in Control, provided that the Participant has not incurred a Termination prior to such date.

(d) Committee Discretion to Accelerate Vesting. In addition to the foregoing, the Committee may, in its sole discretion, accelerate vesting of the RSUs at any time and for any reason.

(e) Forfeiture. Subject to the terms of this Section 3, all unvested RSUs shall be forfeited immediately upon the Participant's Termination for any reason or no reason.

4. **Delivery of Units**.

(a) General. Subject to Section 4(b) below, within sixty (60) days following the first to occur of (i) the consummation of a Change in Control (provided that an event shall not be considered to be a Change in Control for purposes of this Section 4(a) unless such event is also a "change in ownership," a "change in effective control" or a "change in the ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code), (ii) the Participant's Termination for any or no reason (provided that an event shall be considered a Termination for purposes of this Section 4(a) only to the extent the Termination also constitutes a "separation from service" under Code Section 409A), and (iii) the third Vesting Date (each, a "Liquidity Event"), the Participant shall receive (A) the number of Units that corresponds to the number of RSUs that are vested as of the applicable Liquidity Event (the "Vested RSUs"), (B) cash in an amount equal to the aggregate Fair Market Value of the Units underlying the Vested RSUs, or (C) some combination of the foregoing, as determined by the Committee in its sole discretion.

(b) Blackout Periods. If the Participant is subject to any Company "blackout" policy or other trading restriction imposed by the Company on the date a distribution of Units would otherwise be made pursuant to Section 4(a) hereof, such distribution shall be instead made on the earlier of (i) the date that the Participant is not subject to any such policy or restriction and (ii) the later of (A) the end of the calendar year in which such distribution would otherwise have been made and (B) a date that is immediately prior to the expiration of two and one-half months following the date such distribution would otherwise have been made hereunder.

5. **Appraisal Right**. If the Participant, in good faith, disagrees with the Board's determination of the Fair Market Value of the Units (exclusively limited to the Board's determination pursuant to clause (b) of the definition of Fair Market Value in the Plan) (the "Unit FMV"), the Participant may request that the Board's determination be reviewed by a mutually acceptable nationally recognized valuation firm (the "Appraiser"), taking into account relevant factors in accordance with applicable law (including applicable tax rules) (the "Appraisal"). The Participant shall have sixty (60) calendar days from the date on which the Company provides the Participant with the Board's determination to provide the Company with written notice of such dispute (the "Dispute Notice"), which Dispute Notice shall include an acknowledgement of the Participant's potential responsibility for fees and expenses payable pursuant to this dispute provision. If the Participant provides the Company with a Dispute Notice, the Company and the Participant shall work together in good faith to resolve the issues in dispute. If the Company and the Participant are unable to resolve all such disputed issues within ten (10) business days following the Company's receipt of the Dispute Notice, the Participant may request the Appraisal. Any determination of the Appraiser pursuant to the foregoing provisions shall be a final and binding determination of the Unit FMV on the Participant and the Company. If such Appraiser's determination of the Unit FMV is less than or equal to 110% of the Unit FMV determined by the Board, all costs and expenses associated with the Appraisal shall be borne by the Participant up to a maximum of $250,000 in the aggregate, with the remaining costs and expenses borne by the Company. If the Appraiser's determination of the Disputed Value is more than 110% of the Unit

FMV determined by the Board, all costs and expenses associated with the Appraisal shall be borne by the Company. If the Appraisal with respect to the Unit FMV results in a greater cash amount payable in respect of the Vested RSUs pursuant to Section 4(a)(B) or Section 4(a)(C) above, the additional cash amount shall be paid to the Participant within forty-five (45) days of the Appraisal completion date.

6. **Dividend Equivalent Rights; Rights as a Unitholder**. Cash dividends on the number of Units issuable hereunder shall be credited to a dividend book entry account on behalf of the Participant with respect to each RSU granted to the Participant, provided that such cash dividends shall not be deemed to be reinvested in Units and shall be held uninvested and without interest and paid in cash at the same time that the Units underlying the RSUs are delivered to the Participant in accordance with Section 4 hereof. Equity or property dividends on Units shall be credited to a dividend book entry account on behalf of the Participant with respect to each RSU granted to the Participant, provided that such equity or property dividends shall be paid in (i) Units, (ii) in the case of a spin-off, securities of the entity that is spun-off from the Company, or (iii) other property in the same form as is applicable to Unit holders, as applicable and in each case, at the same time that the Units underlying the RSUs are delivered to the Participant in accordance with Section 4 hereof. Except as otherwise provided herein, the Participant shall have no rights as a unitholder with respect to any Units covered by any RSU unless and until the Participant has become the holder of record of such Units.

7. **Non-Transferability**. No portion of the RSUs may be sold, assigned, transferred, encumbered, hypothecated or pledged by the Participant, other than to the Company as a result of forfeiture of the RSUs as provided herein.

8. **Governing Law**. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to the choice of law principles thereof.

9. **Withholding of Tax; Section 409A**.

(a) The Participant agrees and acknowledges that the Company shall have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy any federal, state, local and foreign taxes of any kind (including, but not limited to, the Participant's FICA and SDI obligations) which the Company, in its good faith discretion, deems necessary to be withheld or remitted to comply with the Code and/or any other applicable law, rule or regulation with respect to the RSUs, and if the withholding requirement cannot be satisfied, the Company may otherwise refuse to issue or transfer any Units otherwise required to be issued pursuant to this Agreement. Without limiting the foregoing, the Company, in its sole discretion, may withhold Units otherwise deliverable to the Participant hereunder with an aggregate Fair Market Value equal up to the Participant's total income and employment taxes imposed as a result of the vesting and/or settlement of the RSUs, but only to the extent permitted by applicable accounting rules so as not to affect accounting treatment.

(b) The intent of the parties is that the RSUs granted hereunder comply with Code Section 409A, and accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. However, in no event whatsoever shall the Company be liable for any additional tax, interest or penalty that may be imposed on the Participant by Code Section 409A or damages for failing to comply with Code Section 409A.

(c) As noted above, a termination of service shall not be deemed to have occurred for purposes of this Agreement unless such termination is also a "separation from service" within the meaning of Code Section 409A, and for purposes of any such provision of this Agreement, references to a "termination," "termination of service" or like terms shall mean "separation from service." Notwithstanding anything to the contrary in this Agreement, if the Participant is deemed on the date of termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then payment of cash and/or delivery of Units in respect of the Vested RSUs pursuant to Section 4 shall not be made until the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" of the Participant, and (ii) the date of the Participant's death, to the extent required under Code Section 409A. Upon the expiration of the foregoing delay period, the payment of cash and/or delivery of Units in respect of the Vested RSUs delayed pursuant to this Section 9(c) shall be made in one installment.

(d) Whenever a payment of cash and/or delivery of Units under this Agreement is to occur within a period of a number of days, the actual date of payment of cash and/or delivery of Units within the specified period shall be within the sole discretion of the Company.

(e) Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment of cash and/or delivery of Units under this Agreement that constitutes "nonqualified deferred compensation" for purposes of Code Section 409A be subject to offset by any other amount unless otherwise permitted by Code Section 409A.

10. **Legend**. The Company may at any time place legends referencing any applicable federal, state or foreign securities law restrictions on all certificates, if any, representing Units issued pursuant to this Agreement. The Participant shall, at the request of the Company, promptly present to the Company any and all certificates, if any, representing Units acquired pursuant to this Agreement in the possession of the Participant in order to carry out the provisions of this Section 10.

11. **Securities Representations**. This Agreement is being entered into by the Company in reliance upon the following express representations and warranties of the Participant. The Participant hereby acknowledges, represents and warrants that:

(a) The Participant has been advised that the Participant may be an "affiliate" within the meaning of Rule 144 under the Securities Act and in this connection the Company is relying in part on the Participant's representations set forth in this Section 11.

(b) If the Participant is deemed an affiliate within the meaning of Rule 144 of the Securities Act, the Units issuable hereunder must be held indefinitely unless an exemption from any applicable resale restrictions is available or the Company files an additional registration statement (or a "re-offer prospectus") with regard to such Units and the Company is under no obligation to register such Units (or to file a "re-offer prospectus").

(c) If the Participant is deemed an affiliate within the meaning of Rule 144 of the Securities Act, the Participant understands that (i) the exemption from registration under Rule 144 shall not be available unless (A) a public trading market then exists for the Units, (B) adequate information concerning the Company is then available to the public, and (C) other terms and conditions of Rule 144 or any exemption therefrom are complied with, and (ii) any sale of the Units issuable hereunder may be made only in limited amounts in accordance with the terms and conditions of Rule 144 or any exemption therefrom.

12. **No Waiver**. No waiver or non-action by either party hereto with respect to any breach by the other party of any provision of this Agreement shall be deemed or construed to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself.

13. **Entire Agreement; Amendment**. This Agreement, together with the Plan, contains the entire agreement between the parties hereto with respect to the subject matter contained herein, and supersedes all prior agreements or prior understandings, whether written or oral, between the parties relating to such subject matter. The Committee shall have the right, in its sole discretion, to modify or amend this Agreement from time to time in accordance with and as provided in the Plan. This Agreement may also be modified or amended by a writing signed by both the Company and the Participant. The Company shall give written notice to the Participant of any such modification or amendment of this Agreement as soon as practicable after the adoption thereof.

14. **Notices**. Any notice hereunder by the Participant shall be given to the Company in writing and such notice shall be deemed duly given only upon receipt thereof by the General Counsel of the Company. Any notice hereunder by the Company shall be given to the Participant in writing and such notice shall be deemed duly given only upon receipt thereof at such address as the Participant may have on file with the Company.

15. **No Right to Employment or Service**. Any questions as to whether and when there has been a Termination and the cause of such Termination shall be determined in the sole discretion of the Committee. Nothing in this Agreement shall interfere with or limit in any way the right of the Company, its Subsidiaries or its Affiliates to terminate the Participant's employment or service at any time, for any reason and with or without Cause.

16. **Transfer of Personal Data**. The Participant authorizes, agrees and unambiguously consents to the transmission by the Company (or any Subsidiary) of any personal data information related to the RSUs awarded under this Agreement for legitimate business purposes (including, without limitation, the administration of the Plan). This authorization and consent is freely given by the Participant.

17. **Compliance with Laws**. The grant of RSUs and the issuance of Units hereunder shall be subject to, and shall comply with, any applicable requirements of any foreign and U.S. federal and state securities laws, rules and regulations (including, without limitation, the provisions of the Securities Act, the Exchange Act and in each case any respective rules and regulations promulgated thereunder) and any other law, rule regulation or exchange requirement applicable thereto. The Company shall not be obligated to issue the RSUs or any Units pursuant to this Agreement if any such issuance would violate any such requirements. As a condition to the settlement of the RSUs, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate to evidence compliance with any applicable law or regulation.

18. **Binding Agreement; Assignment**. This Agreement shall inure to the benefit of, be binding upon, and be enforceable by the Company and its successors and assigns. The Participant shall not assign any part of this Agreement without the prior express written consent of the Company.

19. **Headings**. The titles and headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

20. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

21. **Further Assurances**. Each party hereto shall do and perform (or shall cause to be done and performed) all such further acts and shall execute and deliver all such other agreements, certificates, instruments and documents as either party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the Plan and the consummation of the transactions contemplated thereunder; provided that no such additional documents shall contain terms or conditions inconsistent with the terms and conditions of this Agreement.

22. **Severability**. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

23. **Acquired Rights**. The Participant acknowledges and agrees that: (a) the Company may terminate or amend the Plan at any time; provided that no such amendment or termination may impair the Participant's rights under this Agreement without the Participant's written consent; (b) the award of RSUs made under this Agreement is completely independent of any other award or grant and is made at the sole discretion of the Company; (c) no past grants or awards (including, without limitation, the RSUs awarded hereunder) give the Participant any right to any grants or awards in the future whatsoever; and (d) any benefits granted under this Agreement are not part of the Participant's ordinary salary, and shall not be considered as part of such salary in the event of severance, redundancy or resignation.

[Remainder of Page Intentionally Left Blank]

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

BLUE MOUNTAIN MIDSTREAM LLC

By: _____

Name: _____

Title: _____

PARTICIPANT

_____

Name: _____

Exhibit 21.1

List of Subsidiaries of the Registrant

Name of Subsidiary	Jurisdiction of Incorporation or Organization
Linn Merger Sub #1, LLC	Delaware
Linn Energy Holdco LLC	Delaware
Linn Energy Holdco II LLC	Delaware
Linn Energy Holdings, LLC	Delaware

Pursuant to Item 601(b)(21)(ii) of Regulation S-K, certain subsidiaries of the Registrant which, considered in the aggregate as a single subsidiary, would not have constituted a significant subsidiary (as defined in Rule 1-02(w) of Regulation S-X) have been omitted.

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

To the Board of Managers
Riviera Resources, LLC:

We consent to the use of our report included herein and to the reference to our firm under the heading “Experts” in the prospectus.

Our report on the financial statements refers to a change in the basis of presentation for preparation on a combined basis of accounting and for the Company’s emergence from bankruptcy.

/s/ KPMG LLP

Houston, Texas
June 27, 2018

Exhibit 23.3

DeGolyer and MacNaughton
5001 Spring Valley Road
Suite 800 East
Dallas, Texas 75244

June 27, 2018

Riviera Resources, LLC
600 Travis
Houston, Texas 77002

Ladies and Gentlemen:

We hereby consent to the use of the name DeGolyer and MacNaughton, to references to DeGolyer and MacNaughton as independent petroleum engineers under the heading “Experts”, and to the inclusion of information taken from the reports listed below in the Registration Statement on Form S-1 (the “S-1”) filed by Riviera Resources, LLC (a wholly owned subsidiary of Linn Energy, Inc.):

- Report as of December 31, 2017 on Reserves and Revenue of Certain Properties owned by Linn Operating, Inc.;
- Report as of December 31, 2016 on Reserves and Revenue of Certain Properties owned by Linn Energy, LLC; and
- Report as of December 31, 2015 on Reserves and Revenue owned by Linn Energy, LLC.

We further consent to the inclusion of our third-party letter report dated February 6, 2018, as Exhibit 99.1 in the S-1.

Very truly yours,

/s/ DeGolyer and MacNaughton
Texas Registered Engineering Firm F-716

Exhibit 23.4

DeGolyer and MacNaughton
5001 Spring Valley Road
Suite 800 East
Dallas, Texas 75244

June 27, 2018

Riviera Resources, LLC
600 Travis
Houston, Texas 77002

Ladies and Gentlemen:

We hereby consent to the use of the name DeGolyer and MacNaughton, to references to DeGolyer and MacNaughton as independent petroleum engineers under the heading “Experts”, and to the inclusion of information taken from the reports listed below in the Registration Statement on Form S-1 (the “S-1”) filed by Riviera Resources, LLC (a wholly owned subsidiary of Linn Energy, Inc.):

- Report as of December 31, 2017 on Reserves and Revenue of Certain Properties owned by Roan Resources, LLC.

We further consent to the inclusion of our third-party letter report dated February 14, 2018, as Exhibit 99.2 in the S-1.

Very truly yours,

/s/ DeGolyer and MacNaughton
Texas Registered Engineering Firm F-716

Exhibit 99.1

DeGolyer and MacNaughton
5001 Spring Valley Road
Suite 800 East
Dallas, Texas 75244

February 6, 2018

Linn Operating, Inc.
JP Morgan Chase Tower
600 Travis, Suite 5100
Houston, Texas 77002

Ladies and Gentlemen:

Pursuant to your request, we have prepared estimates of the extent and value of the net proved oil, condensate, natural gas liquids (NGL), and gas reserves, as of December 31, 2017, of certain properties in which Linn Operating, Inc. (Linn) has represented that it owns an interest. This evaluation was completed on February 6, 2018. Linn has represented that these properties account for 100 percent of Linn's net proved reserves as of December 31, 2017. The properties are located in Arkansas, Illinois, Indiana, Kansas, Louisiana, Michigan, New Mexico, North Dakota, Oklahoma, Texas, and Utah. The net proved reserves estimates have been prepared in accordance with the reserves definitions of Rules 4-10(a) (1)-(32) of Regulation S-X of the Securities and Exchange Commission (SEC) of the United States. This report was prepared in accordance with guidelines specified in Item 1202 (a)(8) of Regulation S-K and is to be used for inclusion in certain SEC filings by Linn.

Reserves estimates included herein are expressed as net reserves. Gross reserves are defined as the total estimated petroleum remaining to be produced from these properties after December 31, 2017. Net reserves are defined as that portion of the gross reserves attributable to the interests owned by Linn after deducting all interests owned by others.

Estimates of oil, condensate, NGL, and gas reserves and future net revenue should be regarded only as estimates that may change as further production history and additional information become available. Not only are such reserves and revenue estimates based on that information which is currently available, but such estimates are also subject to the uncertainties inherent in the application of judgmental factors in interpreting such information.

Data used in this evaluation were obtained from reviews with Linn personnel, from Linn files, from records on file with the appropriate regulatory agencies, and from public sources. In the preparation of this report we have relied, without independent verification, upon such information furnished by Linn with respect to property interests, production from such properties, current costs of operation and development, current prices for production, agreements relating to current and future operations and sale of production, and various other information and data that were accepted as represented. A field examination of the properties was not considered necessary for the purposes of this report.

Methodology and Procedures

Estimates of reserves were prepared by the use of appropriate geologic, petroleum engineering, and evaluation principles and techniques that are in accordance with practices generally recognized by the petroleum industry as presented in the publication of the Society of Petroleum Engineers entitled "Standards Pertaining to the Estimating and Auditing of Oil and Gas Reserves Information (Revision as of February 19, 2007)." The method or combination of methods used in the analysis of each reservoir was tempered by experience with similar reservoirs, stage of development, quality and completeness of basic data, and production history.

Based on the current stage of field development, production performance, the development plans provided by Linn, and the analyses of areas offsetting existing wells with test or production data, reserves were classified as proved.

Linn has represented that its senior management is committed to the development plan provided by Linn and that Linn has the financial capability to drill the locations as scheduled in its development plan.

For depletion-type reservoirs or those whose performance disclosed a reliable decline in producing-rate trends or other diagnostic characteristics, reserves were estimated by the application of appropriate decline curves or other performance relationships. In the analyses of production-decline curves, reserves were estimated only to the limits of economic production based on existing economic conditions.

In certain cases, when the previously named methods could not be used, reserves were estimated by analogy with similar wells or reservoirs for which more complete data were available.

Gas quantities estimated herein are expressed as sales gas. Sales gas is defined as the total gas to be produced from the reservoirs, measured at the point of delivery, after reduction for fuel use, flare, and shrinkage resulting from field separation and processing. Gas reserves are expressed at a temperature base of 60 degrees Fahrenheit and at the pressure base of the state in which the interest is located. Gas reserves included herein are expressed in thousands of cubic feet (Mcf). Oil and condensate reserves estimated herein are those to be recovered by conventional lease separation. NGL reserves are those attributed to the leasehold interests according to yields provided by Linn. Oil, condensate, and NGL reserves included in this report are expressed in barrels (bbl) representing 42 United States gallons per barrel. For reporting purposes, oil and condensate reserves have been estimated separately and are presented herein as a summed quantity.

Definition of Reserves

Petroleum reserves included in this report are classified as proved. Only proved reserves have been evaluated for this report. Reserves classifications used in this report are in accordance with the reserves definitions of Rules 4-10(a) (1)-(32) of Regulation S-X of the SEC. Reserves are judged to be economically producible in future years from known reservoirs under existing economic and operating conditions and assuming continuation of current regulatory practices using conventional production methods and equipment. In the analyses of production-decline curves, reserves were estimated only to the limit of economic rates of production under existing economic and operating conditions using prices and costs consistent with the effective date of this report, including consideration of changes in existing prices provided only by contractual arrangements but not including escalations based upon future conditions. The petroleum reserves are classified as follows:

Proved oil and gas reserves - Proved oil and gas reserves are those quantities of oil and gas, which, by analysis of geoscience and engineering data, can be estimated with reasonable certainty to be economically producible-from a given date forward, from known reservoirs, and under existing economic conditions, operating methods, and government regulations-prior to the time at which contracts providing the right to operate expire, unless evidence indicates that

renewal is reasonably certain, regardless of whether deterministic or probabilistic methods are used for the estimation. The project to extract the hydrocarbons must have commenced or the operator must be reasonably certain that it will commence the project within a reasonable time.

(i) The area of the reservoir considered as proved includes:
(A) The area identified by drilling and limited by fluid contacts, if any, and (B) Adjacent undrilled portions of the reservoir that can, with reasonable certainty, be judged to be continuous with it and to contain economically producible oil or gas on the basis of available geoscience and engineering data.

(ii) In the absence of data on fluid contacts, proved quantities in a reservoir are limited by the lowest known hydrocarbons (LKH) as seen in a well penetration unless geoscience, engineering, or performance data and reliable technology establishes a lower contact with reasonable certainty.

(iii) Where direct observation from well penetrations has defined a highest known oil (HKO) elevation and the potential exists for an associated gas cap, proved oil reserves may be assigned in the structurally higher portions of the reservoir only if geoscience, engineering, or performance data and reliable technology establish the higher contact with reasonable certainty.

(iv) Reserves which can be produced economically through application of improved recovery techniques (including, but not limited to, fluid injection) are included in the proved classification when:

(A) Successful testing by a pilot project in an area of the reservoir with properties no more favorable than in the reservoir as a whole, the operation of an installed program in the reservoir or an analogous reservoir, or other evidence using reliable technology establishes the reasonable certainty of the engineering analysis on which the project or program was based; and (B) The project has been approved for development by all necessary parties and entities, including governmental entities.

(v) Existing economic conditions include prices and costs at which economic producibility from a reservoir is to be determined. The price shall be the average price during the 12-month period prior to the ending date of the period covered by the report, determined as an unweighted arithmetic average of the first-day-of-the-month price for each month within such period, unless prices are defined by contractual arrangements, excluding escalations based upon future conditions.

Developed oil and gas reserves - Developed oil and gas reserves are reserves of any category that can be expected to be recovered:

(i) Through existing wells with existing equipment and operating methods or in which the cost of the required equipment is relatively minor compared to the cost of a new well; and

(ii) Through installed extraction equipment and infrastructure operational at the time of the reserves estimate if the extraction is by means not involving a well.

Undeveloped oil and gas reserves - Undeveloped oil and gas reserves are reserves of any category that are expected to be recovered from new wells on undrilled acreage, or from existing wells where a relatively major expenditure is required for recompletion.

(i) Reserves on undrilled acreage shall be limited to those directly offsetting development spacing areas that are reasonably certain of production when drilled, unless evidence using reliable technology exists that establishes reasonable certainty of economic producibility at greater distances.

(ii) Undrilled locations can be classified as having undeveloped reserves only if a development plan has been adopted indicating that they are scheduled to be drilled within five years, unless the specific circumstances justify a longer time.

(iii) Under no circumstances shall estimates for undeveloped reserves be attributable to any acreage for which an application of fluid injection or other improved recovery technique is contemplated, unless such techniques have been proved effective by actual projects in the same reservoir or an analogous reservoir, as defined in [section 210.4-10 (a) Definitions], or by other evidence using reliable technology establishing reasonable certainty.

The development status shown herein represents the status applicable on December 31, 2017. In the preparation of this study, data available from wells drilled on the evaluated properties through December 31, 2017, were used in estimating gross ultimate recovery. When applicable, gross production estimated through December 31, 2017, was deducted from gross ultimate recovery to arrive at the estimates of gross reserves. In some fields this required that the production rates be estimated for up to 2 months, since production data from certain properties were available only through October 2017.

Primary Economic Assumptions

Values of proved reserves in this report are expressed in terms of estimated future gross revenue, future net revenue, and present worth. Future gross revenue is that revenue which will accrue to the evaluated interests from the production and sale of the estimated net reserves. Future net revenue is calculated by deducting estimated production taxes, ad valorem taxes, operating expenses, a net profits interest owned by others, capital costs, and abandonment costs from the future gross revenue. Operating expenses include field operating expenses, transportation expenses, compression charges, and an allocation of overhead that directly relates to production activities. Future income tax expenses were not taken into account in the preparation of these estimates. Present worth of future net revenue is calculated by discounting the future net revenue at the arbitrary rate of 10 percent per year compounded monthly over the expected period of realization. Present worth should not be construed as fair market value because no consideration was given to additional factors that influence the prices at which properties are bought and sold.

DeGolyer and MacNaughton

Future prices were estimated using guidelines established by the SEC and the Financial Accounting Standards Board (FASB). The assumptions used for estimating future prices and expenses are as follows:

Oil, Condensate, and NGL Prices

Linn has represented that the oil, condensate, and NGL prices were based on West Texas Intermediate (WTI) pricing, calculated as the unweighted arithmetic average of the first-day-of-the-month price for each month within the 12-month period prior to the end of the reporting period, unless prices are defined by contractual arrangements. The oil, condensate, and NGL prices were calculated using differentials furnished by Linn to the reference price of $51.34 per barrel. The resulting volume-weighted average prices over the lives of the properties were $48.64 per barrel of oil and condensate and $23.09 per barrel of NGL.

Gas Prices

Linn has represented that the gas prices were based on Henry Hub pricing, calculated as the unweighted arithmetic average of the first-day-of-the-month price for each month within the 12-month period prior to the end of the reporting period, unless prices are defined by contractual arrangements. The gas prices were calculated for each property using differentials furnished by Linn to the reference price of $2.98 per million British thermal units ($/MMBtu) and held constant thereafter. British thermal unit factors provided by Linn were used to convert prices from $/MMBtu to dollars per thousand cubic feet. The resulting volume-weighted average price over the lives of the properties was $2.734 per thousand cubic feet of gas.

Production and Ad Valorem Taxes

Production taxes were calculated using the tax rates for each state in which the reserves are located, including, where appropriate, abatements for enhanced recovery programs. Ad valorem taxes were calculated using rates provided by Linn based on historical payments.

DeGolyer and MacNaughton

Operating Expenses, Capital Costs, and Abandonment Costs

Estimates of operating expenses, provided by Linn and based on current expenses, were held constant for the lives of the properties. Future capital expenditures were estimated using 2017 values, provided by Linn, and were not adjusted for inflation. Abandonment costs, which are those costs associated with the removal of equipment, plugging of the wells, and reclamation and restoration associated with the abandonment, were provided by Linn for all properties. Net profits interest expenses were calculated for certain properties.

Our estimates of Linn's net proved reserves attributable to the reviewed properties were based on the definition of proved reserves of the SEC and are summarized as follows, expressed in thousands of barrels (Mbbl), millions of cubic feet (MMcf), and millions of cubic feet equivalent (MMcfe):

	Estimated by DeGolyer and MacNaughton Net Proved Reserves as of December 31, 2017			
	Oil and Condensate (Mbbl)	**NGL (Mbbl)**	**Sales Gas (MMcf)**	**Gas Equivalent (MMcfe)**
Proved				
Developed Producing	26,033	69,783	1,228,354	1,803,250
Developed Non-Producing	910	729	94,450	104,284
Total Proved Developed	**26,943**	**70,512**	**1,322,804**	**1,907,534**
Undeveloped	126	954	54,127	60,607
Total Proved	**27,069**	**71,466**	**1,376,931**	**1,968,141**

Note: Liquids are converted to gas equivalent using a factor of 1 barrel of liquids to 6,000 cubic feet of gas equivalent.

DeGolyer and MacNaughton

The estimated future revenue and costs attributable to the production and sale of Linn's net proved reserves, as of December 31, 2017, of the properties reviewed under the aforementioned assumptions concerning future prices and costs are summarized in thousands of dollars (M$) as follows:

	Proved Developed Producing (M$)	Proved Developed Non-Producing (M$)	Total Proved Developed (M$)	Proved Undeveloped (M$)	Total Proved (M$)
Future Gross Revenue	6,205,037	338,835	6,543,872	187,480	6,731,352
Production and Ad Valorem Taxes	408,275	30,558	438,833	8,973	447,806
Operating Expenses	3,210,732	121,482	3,332,214	30,912	3,363,126
Net Profits Interest Expenses	1,167	0	1,167	0	1,167
Capital Costs	0	35,639	35,639	50,126	85,765
Abandonment Costs	400,758	62	400,820	404	401,224
Future Net Revenue	2,184,105	151,094	2,335,199	97,065	2,432,264
Present Worth at 10 Percent	1,121,010	37,659	1,158,669	41,719	1,200,388

Note: Future income taxes have not been taken into account in the preparation of these estimates.

While the oil and gas industry may be subject to regulatory changes from time to time that could affect an industry participant's ability to recover its reserves, we are not aware of any such governmental actions which would restrict the recovery of the December 31, 2017, estimated reserves.

In our opinion, the information relating to estimated proved reserves, estimated future net revenue from proved reserves, and present worth of estimated future net revenue from proved reserves of oil, condensate, natural gas liquids, and gas contained in this report has been prepared in accordance with Paragraphs 932-235-50-4, 932-235-50-6, 932-235-50-7, 932-235-50-9, 932-235-50-30, and 932-235-50-31(a), (b), and (e) of the Accounting Standards Update 932-235-50, Extractive Industries - Oil and Gas (Topic 932): Oil and Gas Reserve Estimation and Disclosures (January 2010) of the Financial Accounting Standards Board and Rules 4-10(a) (1)-(32) of Regulation S-X and Rules 302(b), 1201, 1202(a) (1), (2), (3), (4), (8), and 1203(a) of Regulation S-K of the Securities and Exchange Commission; provided, however, that (i) future income tax expenses have not been taken into account in estimating the future net revenue and present worth values set forth herein and (ii) estimates of the proved developed and proved undeveloped reserves are not presented at the beginning of the year.

To the extent the above-enumerated rules, regulations, and statements require determinations of an accounting or legal nature, we, as engineers, are necessarily unable to express an opinion as to whether the above-described information is in accordance therewith or sufficient therefor.

DeGolyer and MacNaughton

DeGolyer and MacNaughton is an independent petroleum engineering consulting firm that has been providing petroleum consulting services throughout the world since 1936. DeGolyer and MacNaughton does not have any financial interest, including stock ownership, in Linn. Our fees were not contingent on the results of our evaluation. This letter report has been prepared at the request of Linn. DeGolyer and MacNaughton has used all assumptions, data, procedures, and methods that it considers necessary and appropriate to prepare this report.

Submitted,

/s/ DeGOLYER and MacNAUGHTON
DeGOLYER and MacNAUGHTON
Texas Registered Engineering Firm F-716

/s/ Gregory K. Graves, P.E.
Gregory K. Graves, P.E.
Senior Vice President
DeGolyer and MacNaughton

DeGolyer and MacNaughton

CERTIFICATE of QUALIFICATION

I, Gregory K. Graves, Petroleum Engineer with DeGolyer and MacNaughton, 5001 Spring Valley Road, Suite 800 East, Dallas, Texas, 75244 U.S.A., hereby certify:

1. That I am a Senior Vice President with DeGolyer and MacNaughton, which company did prepare the letter report addressed to Linn dated February 6, 2018, and that I, as Senior Vice President, was responsible for the preparation of this letter report.

2. That I attended the University of Texas at Austin, and that I graduated with a Bachelor of Science degree in Petroleum Engineering in the year 1984; that I am a Registered Professional Engineer in the State of Texas; that I am a member of the Society of Petroleum Engineers and the Society of Petroleum Evaluation Engineers; and that I have in excess of 33 years of experience in oil and gas reservoir studies and reserves evaluations.

/s/ Gregory K. Graves, P.E.

Gregory K. Graves, P.E.
Senior Vice President
DeGolyer and MacNaughton

Exhibit 99.2

DeGolyer and MacNaughton
5001 Spring Valley Road
Suite 800 East
Dallas, Texas 75244

February 14, 2018

Roan Resources, LLC
600 Travis, Suite 1400
Houston, Texas 77002

Ladies and Gentlemen:

Pursuant to your request, we have prepared estimates of the extent and value of the net proved oil, condensate, natural gas liquids (NGL), and gas reserves, as of December 31, 2017, of certain properties in which Roan Resources, LLC (Roan) has represented that it owns an interest. This evaluation was completed on February 14, 2018. Roan has represented that these properties account for 100 percent of Roan's net proved reserves as of December 31, 2017. The properties are located in Oklahoma. The net proved reserves estimates have been prepared in accordance with the reserves definitions of Rules 4–10(a)(1)–(32) of Regulation S–X of the Securities and Exchange Commission (SEC) of the United States. This report was prepared in accordance with guidelines specified in Item 1202 (a)(8) of Regulation S-K and is to be used for inclusion in certain SEC filings by Roan.

Reserves estimates included herein are expressed as net reserves. Gross reserves are defined as the total estimated petroleum remaining to be produced from these properties after December 31, 2017. Net reserves are defined as that portion of the gross reserves attributable to the interests owned by Roan after deducting all interests owned by others.

Estimates of oil, condensate, NGL, and gas reserves and future net revenue should be regarded only as estimates that may change as further production history and additional information become available. Not only are such reserves and revenue estimates based on that information which is currently available, but such estimates are also subject to the uncertainties inherent in the application of judgmental factors in interpreting such information.

Data used in this evaluation were obtained from reviews with Roan personnel, from Roan files, from records on file with the appropriate regulatory agencies, and from public sources. In the preparation of this report we have relied, without independent verification, upon such information furnished by Roan with respect to property interests, production from such properties, current costs of operation and development, current prices for production, agreements relating to current and future operations and sale of production, and various other information and data that were accepted as represented. A field examination of the properties was not considered necessary for the purposes of this report.

Methodology and Procedures

Estimates of reserves were prepared by the use of appropriate geologic, petroleum engineering, and evaluation principles and techniques that are in accordance with practices generally recognized by the petroleum industry, which are presented in the publication of the Society of Petroleum Engineers PRMS and publications of the Society of Petroleum Evaluation Engineers Monograph III and IV.

A performance-based methodology integrating the appropriate geology and petroleum engineering data was utilized for the evaluation of all reserves categories. Performance-based methodology primarily includes (1) production diagnostics, (2) decline-curve analysis, and (3) model-based analysis (if necessary, based on availability of data). Production diagnostics include data quality control, identification of flow regimes, and characteristic well performance behavior. Analysis was performed for all well groupings (or type-curve areas).

Characteristic rate-decline profiles from diagnostic interpretation were translated to modified hyperbolic rate profiles, including one or multiple b-exponent values followed by an exponential decline. Based on the availability of data, model-based analysis may be integrated to evaluate long-term decline behavior, the impact of dynamic reservoir and fracture parameters on well performance, and complex situations sourced by the nature of unconventional reservoirs. The methodology used for the analysis was tempered by experience with similar reservoirs, stage of development, quality and completeness of basic data, production history, and the appropriate reserves definitions.

In certain cases, when the previously named methods could not be used, reserves were estimated by analogy with similar wells or reservoirs for which more complete data were available.

Based on the current stage of field development, production performance, the development plans provided by Roan, and the analyses of areas offsetting existing wells with test or production data, reserves were classified as proved.

Proved developed non-producing reserves were estimated for wells that have been drilled and completed but were not producing as of December 31, 2017. Roan has represented that all of the capital costs for the proved developed non-producing wells have been spent as of December 31, 2017.

Roan has represented that its senior management is committed to the development plan provided by Roan and that Roan has the financial capability to drill the locations as scheduled in its development plan.

Gas quantities estimated herein are expressed as sales gas. Sales gas is defined as the total gas to be produced from the reservoirs, measured at the point of delivery, after reduction for fuel use, flare, and shrinkage resulting from field separation and processing. Gas reserves are expressed at a temperature base of 60 degrees Fahrenheit and at a pressure base of 14.65 pounds per square inch absolute. Gas reserves included herein are expressed in thousands of cubic feet (Mcf). Oil and condensate reserves estimated herein are those to be recovered by conventional lease separation. NGL reserves are those attributed to the leasehold interests according to yields provided by Roan. Oil, condensate, and NGL reserves included in this report are expressed in barrels (bbl) representing 42 United States gallons per barrel. For reporting purposes, oil and condensate reserves have been estimated separately and are presented herein as a summed quantity.

Definition of Reserves

Petroleum reserves included in this report are classified as proved. Only proved reserves have been evaluated for this report. Reserves classifications used in this report are in accordance with the reserves definitions of Rules 4–10(a) (1)–(32) of Regulation S–X of the SEC. Reserves are judged to be economically producible in future years from known reservoirs under existing economic and operating conditions and assuming continuation of current regulatory practices using conventional production methods and equipment. In the analyses of production-

decline curves, reserves were estimated only to the limit of economic rates of production under existing economic and operating conditions using prices and costs consistent with the effective date of this report, including consideration of changes in existing prices provided only by contractual arrangements but not including escalations based upon future conditions. The petroleum reserves are classified as follows:

Proved oil and gas reserves – Proved oil and gas reserves are those quantities of oil and gas, which, by analysis of geoscience and engineering data, can be estimated with reasonable certainty to be economically producible—from a given date forward, from known reservoirs, and under existing economic conditions, operating methods, and government regulations—prior to the time at which contracts providing the right to operate expire, unless evidence indicates that renewal is reasonably certain, regardless of whether deterministic or probabilistic methods are used for the estimation. The project to extract the hydrocarbons must have commenced or the operator must be reasonably certain that it will commence the project within a reasonable time.

(i) The area of the reservoir considered as proved includes:

(A) The area identified by drilling and limited by fluid contacts, if any, and (B) Adjacent undrilled portions of the reservoir that can, with reasonable certainty, be judged to be continuous with it and to contain economically producible oil or gas on the basis of available geoscience and engineering data.

(ii) In the absence of data on fluid contacts, proved quantities in a reservoir are limited by the lowest known hydrocarbons (LKH) as seen in a well penetration unless geoscience, engineering, or performance data and reliable technology establishes a lower contact with reasonable certainty.

(iii) Where direct observation from well penetrations has defined a highest known oil (HKO) elevation and the potential exists for an associated gas cap, proved oil reserves may be assigned in the structurally higher portions of the reservoir only if geoscience, engineering, or performance data and reliable technology establish the higher contact with reasonable certainty.

(iv) Reserves which can be produced economically through application of improved recovery techniques (including, but not limited to, fluid injection) are included in the proved classification when:

(A) Successful testing by a pilot project in an area of the reservoir with properties no more favorable than in the reservoir as a whole, the operation of an installed program in the reservoir or an analogous reservoir, or other evidence using reliable technology establishes the reasonable certainty of the engineering analysis on which the project or program was based; and (B) The project has been approved for development by all necessary parties and entities, including governmental entities.

(v) Existing economic conditions include prices and costs at which economic producibility from a reservoir is to be determined. The price shall be the average price during the 12-month period prior to the ending date of the period covered by the report, determined as an unweighted arithmetic average of the first-day-of-the-month price for each month within such period, unless prices are defined by contractual arrangements, excluding escalations based upon future conditions.

Developed oil and gas reserves – Developed oil and gas reserves are reserves of any category that can be expected to be recovered:

(i) Through existing wells with existing equipment and operating methods or in which the cost of the required equipment is relatively minor compared to the cost of a new well; and

(ii) Through installed extraction equipment and infrastructure operational at the time of the reserves estimate if the extraction is by means not involving a well.

Undeveloped oil and gas reserves – Undeveloped oil and gas reserves are reserves of any category that are expected to be recovered from new wells on undrilled acreage, or from existing wells where a relatively major expenditure is required for recompletion.

(i) Reserves on undrilled acreage shall be limited to those directly offsetting development spacing areas that are reasonably certain of production when drilled, unless evidence using reliable technology exists that establishes reasonable certainty of economic producibility at greater distances.

(ii) Undrilled locations can be classified as having undeveloped reserves only if a development plan has been adopted indicating that they are scheduled to be drilled within five years, unless the specific circumstances justify a longer time.

(iii) Under no circumstances shall estimates for undeveloped reserves be attributable to any acreage for which an application of fluid injection or other improved recovery technique is contemplated, unless such techniques have been proved effective by actual projects in the same reservoir or an analogous reservoir, as defined in [section 210.4–10 (a) Definitions], or by other evidence using reliable technology establishing reasonable certainty.

The development status shown herein represents the status applicable on December 31, 2017. In the preparation of this study, data available from wells drilled on the evaluated properties through December 31, 2017, were used in estimating gross ultimate recovery. When applicable, gross production estimated through December 31, 2017, was deducted from gross ultimate recovery to arrive at the estimates of gross reserves. In some fields this required that the production rates be estimated for up to 2 months, since production data from certain properties were available only through October 2017.

Primary Economic Assumptions

Values of proved reserves in this report are expressed in terms of estimated future gross revenue, future net revenue, and present worth. Future gross revenue is that revenue which will accrue to the evaluated interests from the production and

sale of the estimated net reserves. Future net revenue is calculated by deducting estimated production taxes, operating expenses, capital costs, and abandonment costs from the future gross revenue. Operating expenses include field operating expenses, transportation expenses, compression charges, and an allocation of overhead that directly relates to production activities. Future income tax expenses were not taken into account in the preparation of these estimates. Present worth of future net revenue is calculated by discounting the future net revenue at the arbitrary rate of 10 percent per year compounded monthly over the expected period of realization. Present worth should not be construed as fair market value because no consideration was given to additional factors that influence the prices at which properties are bought and sold.

Future prices were estimated using guidelines established by the SEC and the Financial Accounting Standards Board (FASB). The assumptions used for estimating future prices and expenses are as follows:

Oil, Condensate, and NGL Prices

Roan has represented that the oil, condensate, and NGL prices were based on West Texas Intermediate (WTI) pricing, calculated as the unweighted arithmetic average of the first-day-of-the-month price for each month within the 12-month period prior to the end of the reporting period, unless prices are defined by contractual arrangements. The oil, condensate, and NGL prices were calculated using differentials furnished by Roan to the reference price of $51.34 per barrel. The resulting volume-weighted average prices over the lives of the properties were $49.43 per barrel of oil and condensate and $19.00 per barrel of NGL.

Gas Prices

Roan has represented that the gas prices were based on Henry Hub pricing, calculated as the unweighted arithmetic average of the first-day-of-the-month price for each month within the 12-month period prior to the end of the reporting period, unless prices are defined by contractual arrangements. The gas prices were calculated for each property using differentials furnished by Roan to the reference price of $2.98 per million British

thermal units ($/MMBtu) and held constant thereafter. British thermal unit factors provided by Roan were used to convert prices from $/MMBtu to dollars per thousand cubic feet. The resulting volume-weighted average price over the lives of the properties was $2.783 per thousand cubic feet of gas.

Production Taxes

Production taxes were calculated using the tax rates for Oklahoma.

Operating Expenses, Capital Costs, and Abandonment Costs

Estimates of operating expenses, provided by Roan and based on current expenses, were held constant for the lives of the properties. Future capital expenditures were estimated using 2017 values, provided by Roan, and were not adjusted for inflation. Abandonment costs, which are those costs associated with the removal of equipment, plugging of the wells, and reclamation and restoration associated with the abandonment, were provided by Roan for all properties.

Our estimates of Roan's net proved reserves attributable to the reviewed properties were based on the definition of proved reserves of the SEC and are summarized as follows, expressed in thousands of barrels (Mbbl), millions of cubic feet (MMcf), and millions of cubic feet equivalent (MMcfe):

	Estimated by DeGolyer and MacNaughton Net Proved Reserves as of December 31, 2017			
	Oil and Condensate (Mbbl)	**NGL (Mbbl)**	**Sales Gas (MMcf)**	**Gas Equivalent (MMcfe)**
Proved				
Developed Producing	11,531	21,747	232,697	432,365
Developed Non-Producing	821	2,287	26,495	45,143
Total Proved Developed	**12,352**	**24,034**	**259,192**	**477,508**
Undeveloped	25,068	55,544	426,677	910,349
Total Proved	**37,420**	**79,578**	**685,869**	**1,387,857**

Note: Liquids are converted to gas equivalent using a factor of 1 barrel of liquids to 6,000 cubic feet of gas equivalent.

DeGolyer and MacNaughton

The estimated future revenue and costs attributable to the production and sale of Roan's net proved reserves, as of December 31, 2017, of the properties reviewed under the aforementioned assumptions concerning future prices and costs are summarized in thousands of dollars (M$) as follows:

	Proved Developed Producing (M$)	Proved Developed Non-Producing (M$)	Total Proved Developed (M$)	Proved Undeveloped (M$)	Total Proved (M$)
Future Gross Revenue	1,651,717	159,817	1,811,534	3,458,931	5,270,465
Production and Taxes	84,504	6,816	91,320	156,264	247,584
Operating Expenses	490,483	43,961	534,444	882,696	1,417,140
Capital Costs	0	0	0	715,805	715,805
Abandonment Costs	23,742	245	23,987	5,977	29,964
Future Net Revenue	1,052,988	108,795	1,161,783	1,698,189	2,859,972
Present Worth at 10 Percent	606,165	62,112	668,277	527,392	1,195,669

Note: Future income taxes have not been taken into account in the preparation of these estimates.

While the oil and gas industry may be subject to regulatory changes from time to time that could affect an industry participant's ability to recover its reserves, we are not aware of any such governmental actions which would restrict the recovery of the December 31, 2017, estimated reserves.

In our opinion, the information relating to estimated proved reserves, estimated future net revenue from proved reserves, and present worth of estimated future net revenue from proved reserves of oil, condensate, natural gas liquids, and gas contained in this report has been prepared in accordance with Paragraphs 932-235-50-4, 932-235-50-6, 932-235-50-7, 932-235-50-9, 932-235-50-30, and 932-235-50-31(a), (b), and (e) of the Accounting Standards Update 932-235-50, *Extractive Industries – Oil and Gas (Topic 932): Oil and Gas Reserve Estimation and Disclosures* (January 2010) of the Financial Accounting Standards Board and Rules 4–10(a) (1)–(32) of Regulation S–X and Rules 302(b), 1201, 1202(a) (1), (2), (3), (4), (8), and 1203(a) of Regulation S–K of the Securities and Exchange Commission; provided, however, that (i) future income tax expenses have not been taken into account in estimating the future net revenue and present worth values set forth herein and (ii) estimates of the proved developed and proved undeveloped reserves are not presented at the beginning of the year.

To the extent the above-enumerated rules, regulations, and statements require determinations of an accounting or legal nature, we, as engineers, are necessarily unable to express an opinion as to whether the above-described information is in accordance therewith or sufficient therefor.

DeGolyer and MacNaughton

DeGolyer and MacNaughton is an independent petroleum engineering consulting firm that has been providing petroleum consulting services throughout the world since 1936. DeGolyer and MacNaughton does not have any financial interest, including stock ownership, in Roan. Our fees were not contingent on the results of our evaluation. This letter report has been prepared at the request of Roan. DeGolyer and MacNaughton has used all assumptions, data, procedures, and methods that it considers necessary and appropriate to prepare this report.

Submitted,

/s/ DeGOLYER and MacNAUGHTON
DeGOLYER and MacNAUGHTON
Texas Registered Engineering Firm F-716

/s/ Gregory K. Graves, P.E.
Gregory K. Graves, P.E.
Senior Vice President
DeGolyer and MacNaughton

DeGolyer and MacNaughton

CERTIFICATE of QUALIFICATION

I, Gregory K. Graves, Petroleum Engineer with DeGolyer and MacNaughton, 5001 Spring Valley Road, Suite 800 East, Dallas, Texas, 75244 U.S.A., hereby certify:

1. That I am a Senior Vice President with DeGolyer and MacNaughton, which company did prepare the letter report addressed to Roan dated February 14, 2018, and that I, as Senior Vice President, was responsible for the preparation of this letter report.

2. That I attended the University of Texas at Austin, and that I graduated with a Bachelor of Science degree in Petroleum Engineering in the year 1984; that I am a Registered Professional Engineer in the State of Texas; that I am a member of the Society of Petroleum Engineers and the Society of Petroleum Evaluation Engineers; and that I have in excess of 33 years of experience in oil and gas reservoir studies and reserves evaluations.

/s/ Gregory K. Graves, P.E.

Gregory K. Graves, P.E.
Senior Vice President
DeGolyer and MacNaughton